



# County of Santa Cruz

0135

## HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator  
1000 Emeline Avenue, Santa Cruz, CA 95060  
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

September 26, 2000

AGENDA: October 17, 2000

### **FAMILY PRESERVATION AND SUPPORT PROGRAMS: APPROVE CONTRACTS FOR FFY 00/01 AND AUTHORIZE ISSUANCE OF REQUEST FOR PROPOSALS**

Dear Members of the Board:

As you will recall, the Family Preservation and Support Programs (FPSP) were established by the 1993 Federal Family Preservation and Support Act to offer communities across the country an opportunity to expand integrated service delivery systems in order to strengthen families and improve outcomes for children. On August 17, 1999, your Board approved a three-year plan for the utilization of Santa Cruz County's FPSP funds in the annual amount of \$18,198,900 from Federal Fiscal Year (FFY) 1999 through 2001. In accordance with the three-year plan approved by your Board, the Human Resources Agency has negotiated contracts with community-based organizations for the provision of FPSP services in FFY 00/01. In addition, the work plan of one of the organizations previously receiving FPSP funds was completed in FFY 99/00. Therefore, a portion of these funds is now available to address unmet community needs. The purpose of this letter is to request your Board's approval of the contracts for FPSP services in FFY 00/01 and approval to issue a Request for Proposals (RFP) to solicit a new contract for a portion of the funds. The appropriations and funding for these programs are included in HRA's FY 2000/01 budget.

### **RECOMMENDED FPSP CONTRACTS FOR FFY 00/01**

As you may recall, the Children's Network makes annual recommendations for the allocation of FPSP funds. The Children's Network Cabinet met in August 2000 to review annual outcomes, service and evaluation activities, and to make recommendations for the utilization of FPSP funds in FFY 00/01. The Children's Network recommends that your Board approve the following distribution of FPSP funds for FFY 00/01 (October 1, 2000 through September 30, 2001). Copies of the contracts numbered one through four are on file with the Clerk of the Board. The fifth contract will appear in a future Board agenda.

**1. Youth Resources Bank-644,215**

To continue administering payments for treatment and intervention services for families with an open Child Protective Services case.

**2. Valley Resource Center-\$65,687**

To continue and expand intensive and volunteer home-based visiting services for parents with young children.

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**3. United Way of Santa Cruz County--\$36,738**

To provide coordination and staff support to the Family Resource Center Network, a network of 15 community-based agencies serving families with children.

**4. Food and Nutrition Services/Family Health Education Center--\$8,853**

To continue providing Spanish-language parent education programs and distributing parenting information to parents with newborns and young children.

**5. Food and Nutrition Services-\$12,000**

To provide support for Answers Benefiting Children (ABC) services at the Watsonville Family Resource Center. This contract will be coming to your Board on a **future** agenda along with other contracts for the ABC Program.

**APPROVAL OF REQUEST FOR PROPOSALS FOR FPSP FUNDS**

The Children's Network Cabinet met in August 2000 and determined that the work plan of the Foundation of California State University, Monterey Bay (CSUMB), to provide technical assistance to Family Resource Center Network members **from** FFY 96/97 through FFY 99/00, has been completed, thus **freeing** up \$14,496 of FPSP funds for FFY 00/01. The Cabinet requests your Board's approval of the issuance of a Request for Proposals (**RFP**) in the amount of \$14,496 of FPSP funds now available for unmet community service needs.

Following your Board's approval, HRA will initiate the RFP process on October 18, 2000, with all proposals due October 30, 2000. The RFP will request proposals to expand family preservation and support services to families of children who may be at risk of abuse or neglect. The RFP will contain a proviso that contracting is contingent upon the availability of Federal and State funds. A Proposal Review Committee composed of members of the Children's Network and HRA **staff** will review proposals. HRA will return to your Board on December 12, 2000 with recommendations for contract award. A copy of the RFP is on file with the Clerk of the Board.

**RECOMMENDED COMMUNITY-BASED FAMILY RESOURCE AND SUPPORT CONTRACT FOR FFY 00/01**

In addition to FPSP funds, for the past four years federal funds have been made available to the County under the Community-Based Family Resource and Support (CBFRS) program. For FFY 00/01, the County's CBFRS allocation is \$12,250. Based on the Children's Network recommendations, in FFY 99/00, CBFRS funds were utilized to support a Child Care/Parent Education Pilot Project (**CC/PEPP**) operated by Food and Nutrition Services/Family Health Education Center. Through this program, childcare services are provided to organizations offering parent education and support programs. In its fourth year of operation, the **CC/PEPP** provided on-site childcare for approximately 130 parent education programs, activities, and events. To continue and expand this project, the Children's Network is recommending that Food and Nutrition Services/Family Health Education Center receive FFY 00/01 **CBFRS** funds in the amount of \$12,250. A copy of the contract is on file with the Clerk of the Board.

**CONCLUSION**

For the last six years, FPSP and CBFRS funds have comprised a small but critical component of the resources available to preserve and support families in our community. Local needs assessment and planning, with oversight by the Children's Network, has been a central and highly valuable element of the FPSP program. In addition, local service providers have been successful in utilizing FPSP funds to leverage additional funds from foundations and other sources. HRA looks forward to continuing to work with your Board to access these resources and implement much-needed community-based services for families in Santa Cruz County.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve agreements for FFY 00/0 1 with the Youth Resources Bank for \$44,215, Valley Resource Center for \$65,687, United Way of Santa Cruz County for \$36,738, Food and Nutrition Services/Family Health Education Center for \$8,853 and \$12,250 respectively, and authorize the Human Resources Agency Administrator to execute these agreements; and
2. Authorize the Human Resources Agency Administrator to issue a Request for Proposals for the Family Preservation and Support Program, and to return to your Board on December 12, 2000 with recommendations for contract awards.

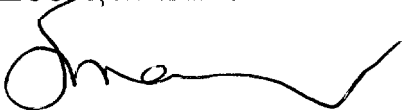
Very truly yours,



CECILIA ESPINOLA  
Administrator

CEVJH

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

CC: County Administrative Office  
Valley Resource Center  
Auditor Controller  
Youth Resources Bank  
Children's Network  
United Way of Santa Cruz County  
Food and Nutrition Services

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency (Dept.)  
Francis G. Hill (Signature) 9/27/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz Co. Human Resources Agency (Agency)  
and Food and Nutrition Services/Family Health and Education Center (Name & Address)  
236 Santa C Aptos, CA 95003
2. The agreement will provide updating of information and referral services and bilingual  
resource cards for the Family Preservation and Support Program (FPSP)
3. The agreement is needed. to promote the goals of FPSP
4. Period of the agreement is from 10/1/00 to 9/30/01
5. Anticipated cost is \$ 6,640 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Federal Fiscal yr. term 10/1/00-9/30/01 00/01 Encumber 6,640  
01/02 Encumber 2,213 W9 on file Contact: J. Harris x4741
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 01209 Date 10/3/00  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HRA Administrator to execute the same on behalf of the Human Resources Agency  
(Agency).

By Elmer Silva County Administrative Officer Date 10/03/01  
Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Original - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_  
By \_\_\_\_\_ County Administrative Officer  
Deputy Clerk

CONTRACT NO 01209

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FOOD AND NUTRITION SERVICES, INC./FAMILY HEALTH AND EDUCATION CENTER hereinafter called CONTRACTOR, The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Scope of Services - Exhibit A  
Program Budget - Exhibit B

2. COMPENSATION

In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Total Cost of \$8,853 to be paid in four quarterly installments on the following dates: December 15, 2000 (\$2,214); March 16, 2001 (\$2,213); June 15, 2001 (\$2,213); and September 15, 2001 (\$2,213). Quarterly progress reports shall be submitted on these dates to the HRA Senior Analyst.

3. TERM. The term of this contract shall be October 1, 2000 through September 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required

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Initials: W / \_\_\_\_\_  
CONTRACTOR COUNTY

to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

\_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here

\_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here

\_\_\_\_\_/\_\_\_\_\_.

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required

coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All the insurance policies shall be endorsed to contain the following clause:  
"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Jodie Harris, Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Jodie Harris Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to

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Initials: W/  
CONTRACTOR/COUNTY

CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related or genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather



## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.01209

than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ACKNOWLEDGEMENT. All reports and literature produced through services funded by the Santa Cruz Board of Supervisors must include an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to the Agency.

13. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services  
Exhibit B: Program Budget  
Exhibit C: Assurance of Compliance

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Initials: W /           
CONTRACTOR/COUNTY

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Nancy Ahmed  
Address: 230 Santa Cruz Ave  
Aplos, CA 95003  
Telephone: 688-8840 x202  
Tax ID#: \_\_\_\_\_

APPROVED AS TO INSURANCE:

By: Janet McKinley 4-r 5-2000  
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

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EXHIBIT A  
SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Family Preservation and Support Services (FPSP) three-year plan, CONTRACTOR shall provide overall coordination and supervision to ensure that the following outcomes are addressed and services are delivered:

REQUIRED ACTIVITIES FOR CONTINUING TO UPDATE AND DISTRIBUTE THE  
PARENTING RESOURCES SHEET

1. Actively promote the distribution of these resources to all parents with a newborn in the County of Santa Cruz.
2. Identify other appropriate avenues for distributing resource information for parents with young children; these avenues include but are not limited to school sites and family resource center pilot participant agencies. Based on the recipient target group, resource information may need to be modified.
3. Continue working with health care professionals, hospitals, and service providers to determine procedures for ongoing distribution and information updates. If the evaluation process determines that resource information is helpful, work with these providers to develop long-term funding source and a distribution plan to ensure that resource information will continue to be distributed beyond FPSP.

TARGETED PARENTING EDUCATION PROGRAM

1. Develop and deliver an ongoing parent education program which targets the following gap identified by the Child Abuse Prevention Council's 1995/96 FPSP Parent Education Assessment process:
  - Monolingual and Bilingual Spanish Speaking Young Mothers and Fathers;
2. Submit program goals and objectives, and copy of class curriculum or planned activities.
3. Serve a minimum number of 25 parents and offer at least one bi-weekly class or activity for target group; consult with Child Abuse Prevention Subcommittee and Contractor on mix of activities.
4. Develop and implement appropriate evaluation instruments to track program outcomes.

ADDITIONAL ADMINISTRATIVE REQUIREMENT

1. Comply with reporting requirements specified by the Human Resources Agency.

Initials: SW /           
CONTRACTOR/COUNTY

Exhibit B

FPSP PROPOSED PROGRAM BUDGET

Applicant: FOOD & NUTRITION SERVICES, INC.

Program: FAMILY HEALTH EDUCATION CENTER

NEW PARENT RESOURCES:

1. Resource Specialist 3 Hrs/Wk @ \$17.93/Hr x 50 Wks	2,690
2. Printing/Supplies/Distribution	350
3. Telephone	44
4. Grantee Allocated	490
	<hr/> 3,574

SPANISH PARENT EDUCATION:

1. Director/Coord 4 Hrs/Wk @ \$19.81/Hr x 50 Wks	3,962
2. Refreshments/Supplies/Printing	209
3. Occupancy Expense	385
4. Grantee Allocated	723
	<hr/> 5,279

TOTAL PROGRAM EXPENSES 8,853

ATTACHMENT C

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ASSURANCE OF COMPLIANCE  
WITH THE HUMAN RESOURCES AGENCY

NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS

Food + Nutrition Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-1 1139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 2 1, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-1 1139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 9/15/00

[Signature]  
Director's Signature

Address of Vendor-Recipient: 236 Santa Cruz Ave  
Apob, GA 95003

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0148

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM Human Resources Agency

James Hink (Signature) 9/27/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz Co. Human Resources Agency (Agency)  
and Youth Resources Bank, P.O. Box 1844, Capitola, Ca 95010 (Name & Address)
- The agreement will provide for administering the Family Preservation Case Services Fund  
wh-ch reimburses services providers who provide FPSP services to eligible clients
- The agreement is needed to maintain Family Preservation Case Services Fund in order to attain  
the goals of the FPSP program
- Period of the agreement is from 10/1/00 to 9/30/01
- Anticipated cost is \$ 44,215 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Federal Fiscal yr. term 10/1/00-9/30/01  
Advance 10,431 upon execution of contract W9 on file Contact: J. Harris X4741
- Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 1192 Date 10/3/00  
are not will be

GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Adair Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HRA Administrator to execute the same on behalf of the Human Resources Agency  
(Agency).

Remarks: CS (Analyst) By Mike Schuy County Administrative Officer Date 10/3/00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

- To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ 19 \_\_\_\_\_  
By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the YOUTH RESOURCES BANK, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:  
See Scope of Services – Attachment D
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
  - a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
  - b. COUNTY agrees to pay CONTRACTOR a sum not to exceed \$44,215 for administering a Family Preservation Case Services Fund which shall be used to reimburse service providers who have been approved by COUNTY to provide to eligible clients those services outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain two thousand five hundred dollars (\$2,500.) of the Family Preservation Case Services Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on May 1, 2001.
  - c. The Family Preservation Case Services Fund amount and the administrative fee shall be renegotiated for each subsequent federal fiscal year of this Agreement.
  - d. County agrees to advance CONTRACTOR the sum of \$10,431 upon execution of this Agreement.
  - e. In disbursing funds from the Family Preservation Case Services Fund, CONTRACTOR agrees to assume responsibilities outlined in the Scope of Services (Exhibit A) and COUNTY agrees to assume responsibilities outlined in County Responsibilities (Exhibit B).
  - f. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms. Reports shall be based on the actual monthly costs of reimbursing service providers. Each report shall be submitted to and approved by the HRA FPSP Coordinator prior to subsequent advances by the COUNTY.
  - g. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in three subsequent increments of \$10,428, \$10,428 and \$10,428 when the balance of Family Preservation Case Services Fund drops below \$3,000.
  - h. No later than 30 days after the end of the contract period, CONTRACTOR agrees to submit a detailed cost report in the format prescribed the Human Resources Agency. CONTRACTOR shall remit any unexpended funds to the COUNTY at the time CONTRACTOR submits cost report.

Initials: ACM / CEA  
CONTRACTOR/COUNTY

3. TERM. The term of this contract shall be October 1, 2000 through September 30, 2001.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.  
CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNN. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

*[Handwritten signature]*

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts.  
This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here

\_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here

\_\_\_\_\_/\_\_\_\_\_.  
**36**

Initials: *[Handwritten signature]* *[Handwritten signature]*  
CONTRACTOR/COUNTY



## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 01192

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Jodie Harris, Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Jodie Harris, Senior Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNIN. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment,

Initials: JTH CEGH  
CONTRACTOR/COUNTY

upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive

activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ACKNOWLEDGEMENT. All reports and literature produced through services funded by the Santa Cruz Board of Supervisors must include an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to the Agency

13. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A Amendment of Automobile Liability Insurance Requirement

~~Attachment B Amendment of Comprehensive or Commercial General Liability Insurance Requirement~~ (NOT REQUIRED)

Attachment C Insurance Representations by the Contractor

Attachment D Scope of Services

Attachment E County Responsibilities

Attachment F Assurance of Compliance

Initials: ACM CSQH  
CONTRACTOR/COUNTY

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

## COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Human Resources Agency

## CONTRACTOR

By: *[Signature]*  
Address: P.O. Box 1844  
Capitola, Ca 95010  
Telephone: 454-4236  
TaxID#: 77 097150

## APPROVED AS TO INSURANCE:

By: *[Signature]* 9-15-2000  
Risk Management

## APPROVED AS TO FORM:

By: *[Signature]*  
County Counsel

## DISTRIBUTION:

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

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ATTACHMENT A  
ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. 01192, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Youth Resources Bank (hereinafter called CONTRACTOR) is amended to read as follows:

~~FROM~~ CEM Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
 date

COUNTY OF SANTA CRUZ

  
 CONTRACTOR

By \_\_\_\_\_  
 Human Resources Agency

Attachment A

**36**

INITIALS: \_\_\_\_\_ / CEM  
 Contractor/ County

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

RC CEM Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

C RC CEM Notice of Cancellation [6B(3)]. s t h a t a s t o t h e f o l l o w i n g required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

C RC CEM Certificate of Insurance [6B(4)] s t h a t a s t o t h e f o l l o w i n g required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By [Signature]  
CONTRACTOR

BY-\_\_\_\_\_

**36**

INITIALS: RC CEM  
Contractor/ County

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Family Preservation and Support Services (FPSP) plan, CONTRACTOR shall furnish the following services:

A. Establish a Family Preservation Case Services Fund

The purpose of the Case Services Fund is to provide flexible, family-based, intensive, time-limited and culturally competent intervention and treatment services to families in crisis who live within the County of Santa Cruz as established by the FPSP five year plan and three year extension. The Human Resources Agency's (HRA) Child Welfare Services (CWS) staff will complete referral forms, assess client and service provider eligibility, and authorize expenditure of funds from the Family Preservation Case Services Fund.

B. In disbursing funds to service providers authorized by the COUNTY for payment through the Family Preservation Case Services Fund, the CONTRACTOR shall be responsible for the following:

1. Require that the COUNTY submit completed Family Preservation Case Services Fund Check request form with a copy of the service provider invoice and corresponding CWS client case number.
2. Release checks to authorized service providers only for case service activities.
3. Pay authorized service providers in the form of a check, payable to the service provider.
4. Submit a monthly expenditure report to contract monitor which shall be jointly developed by COUNTY and CONTRACTOR.
5. Develop procedures for administering the Family Preservation Case Services Fund. These procedures will be subject to review by the County's contract monitor. All Family Preservation Case Service Fund disbursements will have final approval by the CONTRACTOR's administrator or her/his designee. No fund checks will be drawn without the CONTRACTOR's administrator or designee's signature.
6. Comply with all County reporting requirements.

ATTACHMENT E  
COUNTY RESPONSIBILITIES

A. In assessing, selecting and referring eligible clients to receive services which will be reimbursed by the CONTRACTOR through the Family Preservation Case Services Fund, the COUNN shall be responsible for the following:

I. Establishes Client Criteria:

Families who receive intervention and treatment services through Federal Family Preservation dollars must have a child or children who have previously been or are currently in an **out-of-home** placement. The placements may be voluntary or court-ordered, and include relative, guardian, foster care or group home placements.

2. Determines Appropriate Event Criteria:

Eligible families must be facing one or more of the following immediate crises:

- Housing/Utility Needs (deposits or one time emergencies)
- Emotional/Physical Trauma
- Brief Caretaker Absence
- Wrap Around Service Activities such as parenting skills, counseling activities, recreation support, tutoring etc.

3. Assesses and Authorizes Eligible Clients and Service Activities.

4. Establishes Client Dollar Caps:

- a. No individual client and/or family members of a client may receive services which total more than \$3,500 during the contract period.
- b. Counseling services cannot exceed \$1 000/family per year with a maximum of \$75/hour for specialized counseling.
- c. Approved provider charges cannot exceed client dollar caps or the provider's published service rates.
- d. **Confirm** that client has not exceeded specified dollar caps prior to requesting that CONTRACTOR release a check to authorized service provider(s).

5. Determines Service Provider Requirements:

- a. Service providers must be licensed or recognized as an expert in their field.
- b. Selection of providers will be jointly agreed upon by the eligible client and COUNTY.
- c. Services providers interested in receiving referrals are encouraged to submit a statement of their professional qualifications and a proposed rate schedule to COUNTY.

6. Authorizes Service Delivery

- a. Submits to CONTRACTOR completed Family Preservation Case Services Fund Check request form with a copy of the service provider invoice and corresponding CWS client case number.
- b. **COUNTY** will provide CONTRACTOR with a list of staff with the authority to authorize the use of Family Preservation Case Services Funds.

7. **COUNTY** agrees to monitor the services provided to eligible clients so that approved service providers shall not exceed \$3,500 in reimbursement from the Family Preservation Case Service Fund for services they provide to a single client and/or their family members during the term of this contract.



ATTACHMENT F

0159

ASSURANCE OF COMPLIANCE  
WITH THE HUMAN RESOURCES AGENCY

NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS

---

Youth Resources Bank

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 9/15/00

  
Director's Signature

Address of Vendor/Recipient: P.O. Box 1844 Capitola, CA

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0160

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: HRA

James White (Signature) 9/31/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz HRA (Agency)  
Food & Nutrition Services/Family Health Education Center  
and, 736 Santa Cruz Ave. Aptos, CA 95003 (Name & Address)
2. The agreement will provide continued implementation of Child Care/Parent Education Pilot  
Project which provides training on site to child care providers at community based  
organizations
3. The agreement is needed, to administer the CCPEPP project
4. Period of the agreement is from 10/1/00 to 9/30/01
5. Anticipated cost is \$ 9,188 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W9 on file Contact: J. Harris X4741 Federal Fiscal Yr. grant (10/1/00-9/30/01)  
00/01 Encumber 9,188 01/02 Encumber 3,062
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 01389 Date 10/3/00  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Sahn Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HRA Administrator to execute the same on behalf of the Human Resources Agency  
(Agency). County Administrative Officer

Remarks: GS (Analyst) By GS Schapiro Date 10/03/00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - 4080  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

**36**

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) SS

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FOOD & NUTRITION SERVICES, INC./FAMILY HEALTH EDUCATION CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

- Scope of Services - Exhibit A

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Total Cost of \$12,250 to be paid in four installments on the following dates December 15, 2000 (\$3,063); March 16, 2001 (\$3,063); June 15, 2001 (\$3,062); and September 15, 2001 (\$3,062). Quarterly progress reports shall be submitted on these dates to the HRA Senior Analyst.

3. TERM. The term of this contract shall be October 1, 2000 through September 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be

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CONTRACTOR/COUNTY

primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

\_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here

\_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here

\_\_\_\_/\_\_\_\_.

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General

Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- (3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Jodie Harris, Senior Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Jodie Harris, Senior Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. EOUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are

Initials :   
CONTRACTOR/COUNTY

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available from the COUNTY general Services Purchasing Division.

0164

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or

her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ACKNOWLEDGEMENT. All reports and literature produced through services funded by the Santa Cruz Board of Supervisors must include an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to the Agency.

13. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services  
Exhibit B: Program Budget  
Exhibit C: Assurance of Compliance

Initials : ns / CEGH  
CONTRACTOR/COUNTY

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Nancy Ahmed  
Address: 236 Santa Cruz Ave  
Apt 49 95003  
Telephone: 688-8840 x209  
Tax ID#: \_\_\_\_\_

APPROVED AS TO INSURANCE:

By: Janet McKinley 9-15-2000  
Risk Management

APPROVED AS TO FORM:

By: Jim M. Scott  
County Counsel

DISTRIBUTION:

Auditor-Controller  
Contractor

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## EXHIBIT A

SCOPE OF SERVICES

Continue implementation of a Child Care/Parent Education Pilot Project (CCPEPP) through which childcare services will be provided to existing parent education and support services offered throughout the County:

2. Develop a mechanism which will inform service providers of the availability of the CCPEPP; develop application forms to be completed by interested providers; develop criteria for selection; all of the above to be approved by the Child Abuse Prevention Committee of the Children's Network
3. CCPEPP will provide the following services:

The provision of trained, qualified on-site child care providers for young children and their siblings while their parents are in waiting rooms of community-based organizations or attending parent education classes, support groups, or trainings.
4. In conjunction with Child Development Resource Center (CDRC) establish an ongoing pool of ten qualified child care/parent education providers who must fulfill the following requirements:
  - a. Pass a "Trustline" screening check which shall be administered by CDRC. Created by the California Legislature, the Trustline check is a state-wide strategy which incorporates background checks on potential child care workers including child abuse and criminal history checks. CONTRACTOR shall submit components of Trustline check to COUNTY prior to implementation of the CCPEPP.
  - b. Pass a screening process, which assesses candidates in areas of child development, parenting, and cultural competency. CONTRACTOR shall submit information on screening process to COUNTY prior to implementation of the CCPEPP.
  - c. Successfully complete a training course for CCPEPP Trustline child care/parent education providers. Training program shall be developed in consultation with Cabrillo College Early Childhood Education program. Core training curriculum shall include specific information on event-based childcare, modeling parent skills, developmental issues for young children, and cultural competency.

Initials: NA / CEG  
CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.01389

5. CONTRACTOR shall work with a representative from each agency to develop a schedule of dates and times when CCPEPP providers are needed.
6. CONTRACTOR shall ensure that collaborative partners utilize CCPEPP providers for a total of 122 sessions over the course of the contract period; sessions must run for a minimum of one and one-half hours; no one collaborative partner shall have access to more than 20 sessions during the contract period; CONTRACTOR shall develop an equitable system of allocating unrequested sessions in a timely manner.
7. CONTRACTOR shall receive requests for CCPEPP providers from designated agency staff members representing the collaborative partners. CONTRACTOR shall make all payments for CCPEPP services directly to the collaborative partner (agency) utilizing the service.
8. CONTRACTOR shall ensure that all CCPEPP services offered are exempt from State of California day care licensing requirements.
9. CONTRACTOR shall develop and implement one standard pre and post test instrument to be completed by parents participating in programs supported by CCPEPP providers. This instrument shall measure changes in satisfaction with event-based child care arrangements. CONTRACTOR shall submit instrument to COUNTY.
10. CONTRACTOR shall assess level of interest for expanding CCPEPP.
11. CONTRACTOR shall make bi-monthly oral reports to the Child Abuse Prevention subcommittee of the Children's Network.
12. CONTRACTOR shall comply with all COUNTY reporting requirements.

Initials: WV / CSA  
CONTRACTOR/COUNTY

## Attachment B

0169

### CBFRS Program Budget 10/1/00 - 9/30/01

Food and Nutrition Services - Family Health and Education Center

#### Expenses

Coordinator - 6 hours per week	\$ 4,836.00
Childcare - 438 hours	\$ 4,822.00
Security Checks - #8	\$ 664.00
Printing & Supplies	\$ 250.00
Grantee Allocated @ 13.7%	\$ 1,678.00
	\$ 12,250.00

Initials WICGA  
Contractor/County

**ASSURANCE OF COMPLIANCE  
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 9/15/00

Deputy Director's Signature  
*Samuel Sherrod*

Address of Vendor/Recipient: 2316 Santa Cruz Ave  
Apt 104, CA 95003

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0171

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency (Dept.)  
Frances G. [Signature] (Signature) 9/27/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz County Human Resources Agency (Agency)  
and, Valley Resource Center, P.O. Box 105, Ben Lomond, CA 95005 (Name & Address)

2. The agreement will provide overall coordination and supervision of Home Visiting Programs,  
Training and Development of evaluation tools for the Family Preservation and Support  
Program (FPSP)

3. The agreement is needed to achieve desired results

4. Period of the agreement is from 10/1/00 to 9/30/01

5. Anticipated cost is \$ 49,266 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Federal Fiscal yr. term 10/1/00-9/30/01 00/01 Encumber 49,266  
01-02 Encumber 16,421 W9 on file Contact: J. Harris X4741

7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 01210 Date 10/3/00  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HRA Administrator to execute the same on behalf of the Human Resources Agency  
(Agency).  
County Administrative Officer

Remarks: 45 (Analyst)

By 10/03/00 [Signature] Date

Agreement approved as to form. Date

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Conroy  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_  
County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

36

CONTRACT NO. 01210

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the VALLEY RESOURCE CENTER hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:  
Scope of Services - Exhibit A  
Program Budget - Exhibit B
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:  
Total Cost of \$65,687 to be paid in 11 monthly installments of \$5,474 and a 12<sup>th</sup> installment of \$5,473. The HRA FPSP Coordinator must approve contractor invoice for payment prior to payment. Quarterly progress reports on required activities shall be submitted to the HRA FPSP Coordinator on the following dates: December 15, 2000 March 16, 2001; June 15, 2001; and September 15, 2001.
3. TERM Term of this contract shall be October 1, 2000 through September 30, 2001.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1). Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2). Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here/\_\_\_\_\_.  
\_\_\_\_\_.
- 3). Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4). Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

- 1). If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in

Initials:                       
CONTRACTOR/COUNTY

**36**

relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2). All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- 3). All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Jodie Harris, Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

- 4). CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Jodie Harris, Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:



- 1). The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.
  - 2). The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.
  - 3). In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
  - 4). The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather

Initials:   
CONTRACTOR/COUNTY

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## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 01210

duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a **final** audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. ACKNOWLEDGEMENT. Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
13. ATTACHMENTS. This Agreement includes the following attachments:
  - Exhibit A: Scope of Services
  - Exhibit B: Program Budget
  - Exhibit C: Assurance of Compliance

Initials: AB CEH  
CONTRACTOR/COUNTY

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Henry J. Bidma  
Address: PO Box 105  
Ben Lomond, CA 95005  
Telephone: 831 336-8895  
Tax ID#: 77-0193866

APPROVED AS TO INSURANCE:

By: Janet McKinley 9-15-2000  
Risk Management

APPROVED AS TO FORM:

By: Jan M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
Contractor

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Initials HB CEJ  
CONTRACTOR/COUNTY

**36**

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 01210

## EXHIBIT A

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Family Preservation and Support Services (FPSP) three-year plan, CONTRACTOR shall provide overall coordination and supervision to ensure that the following outcomes are addressed and services are delivered:

**DESIRED OUTCOMES FOR PROGRAM PARTICIPANTS:**

1. Reduce incidence of child abuse of children ages 0-3.
2. Reduce incidence of child neglect of children ages 0-3.
3. Reduce amount of time before child ages 0-3 returns to family (bio, kin or adoptive).
4. Reduce recidivism of children ages 0-3 entering Child Protective Services.
5. Improve parenting skills and knowledge of targeted high risk families with newborns.
6. Improve health, social development, and safety of children ages 0-3.
7. Strengthen the continuity of care provided to parents with children ages 0-3.

**REQUIRED SERVICES AND ACTIVITIES****I. Intensive Home-based Visiting Program**

- A. Provide hospital-based screening and assessment for high risk families with newborns who would benefit from home-based services. Families must live in the five zip code areas of the San Lorenzo Valley which include Boulder Creek, Brookdale, Felton, Zayante/Lompico, Ben Lomond, and Mount Hermon.
- B. Of the total number of families with newborns who receive home-based services, a minimum of 50% must be families with a current or previous case open with Child Protective Services. Other referral criteria for families with children ages 0-3 may include but is not limited to: history of substance abuse; history of mental illness; late or no prenatal care; history of domestic violence; geographic isolation; parent(s) unemployed; inadequate income; unstable housing; education under 12 years;
- C. Collaborate with staff from the Human Resources Agency, Dominican Hospital, Parents Center, private physicians, Central Coast Alliance for Health, Boulder Creek Clinic and community members to ensure that eligible families are identified and service provision coordinated. Special emphasis shall be placed on strengthening the referral process with Dominican Hospital and Boulder Creek Clinic.

Initials   
CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 01210

At least one volunteer shall be assigned to Dominican to coordinate referrals and provide on-site information and referral.

- D. Employ one full-time Equivalent (FTE) Family Support Worker(s) for a minimum of 40 hours per week to provide home-based services. Minimum qualifications include a bachelor's degree or equivalent life experience. FSW shall be supervised by a Professional Case Manager (Licensed Clinical Social Worker) provided by the Parent's Center.
- E. Provide home-based services to a minimum of 25-30 families with children ages 0-3 which may include but not be limited to the following: make referrals as appropriate; model effective coping skills and parent-child interactions; assess potential problem areas (food, money, transportation, respite child care, health care, counseling, coping skills, conflict resolution, etc.); identify intervention strategies and modify on an as needed basis; track family progress; provide a structured parent education program which includes information and assistance in a number of areas including well baby visits, immunizations, family support programs, infant care information, early childhood education, escort family to health care visits if necessary, arrange for respite care if necessary.
- F. Provide follow-up information and support services to participating families until the newborn reaches five years of age.

**II. Volunteer Home-based Visiting Program -**

- A. Collaborate with existing home-based volunteer services to develop a best practices model.
- B. Ensure appropriate training and supervision for volunteers.
- C. Train minimum number of five additional volunteers to provide peer support services to a minimum number of ten families in the targeted San Lorenzo Valley area. Ensure and document use of volunteer services. Support services may include but are not limited to the following: transportation to health care visits, menu planning, respite child care, budget planning, and food/clothing distribution.
- D. Reimburse volunteers for expenses such as mileage and program supplies,
- E. Convene regular team meetings with the professional case manager, family support worker, volunteers, project coordinator, and other appropriate community service providers.
- F. Report on support services rendered by each volunteer; track contact hours and families served. Create tracking tool which links volunteers to specific families.

Initials: 2AB, CSEA **3 6**  
 CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 01210

**III. Additional Administrative Requirements**

- A. Develop a written evaluation plan (subject to approval by the HRA FPSP Coordinator) which will identify baselines, indicators, timelines, and measurement methodologies. Submit an annual evaluation report, which will track progress towards achieving, stated outcomes.
- B. Continue working closely with the Institute for Community Collaborative Studies and Child Welfare Services to establish whether foster care cost-avoidance has been achieved as a result of home-based program services.
- C. Seek on-going funding to support the continuum of care for families with children ages 0-5.
- D. Comply with reporting requirements specified by the Human Resources Agency.

Initials AB, C  
CONTRACTOR COUNTY

HOME-BASED VISITING PROGRAM	FPSP FUNDED	OTHER FUNDING		Total Proposed Program Budget FY 98-99
<b>SALARIES/BENEFITS</b>				
Basic Account Codes				
7000 Salaries Total	12,776	3,003		15,779
7100 Employee Health/Retirement	2,673	627		3,300
7200 Payroll Taxes	1,293	303		1,596
				20,675
<b>TOTAL SALARIES/BENEFITS:</b>	<b>16,742</b>	<b>3,933</b>		
<b>SERVICES/SUPPLIES</b>				
8000 Professional Fees:Audit		1,374		1,374
8010 Independent. Prof. Consult.*	40,285	3,150		43,435
8100 Supplies	670	359		1,029
8200 Telephone	1,421			1,421
8300 Postage & Shipping	300	150		450
8400 Rent	2,097	679		2,776
8500 Utilities	829	300		1,129
8600 Printing & Publications	1,800	310		2,110
8700 Travel & Transportation	705			750
8800 Conferences/Meetings	650			650
8900 Assistance to Individual				
9000 Membership dues	47	94		141
9100 Awards and Grants				
9200 Interest Expense				
9300 Insurance/Bond	141	1,331		1,472
9400 Miscellaneous				
9600 Dist. of Program Costs				
9691 Payment/Affiliated Orgs.				
<b>TOTAL SERVICES/SUPPLIES</b>	<b>48,945</b>	<b>7,747</b>		<b>56,692</b>
<b>GRAND TOTAL EXPENSES:</b>	<b>\$65,687</b>	<b>11680</b>		<b>\$77,367</b>

\*Purchased Services under contract with Parents Center

INITIALS 24B 1, CEA  
 CONTRACTOR/COUNTY

**ASSURANCE OF COMPLIANCE  
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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**Valley Resource Center**

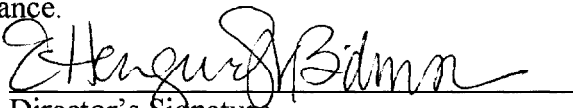
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135- 11139.5, as amended; California Government Code Section 12940(c), (h) (I), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

9/18/00  
Director's Signature

Address of Vendor/Recipient:

PO Box 105, 231 Main St., Ben Lomond, CA 95005**36**



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0183

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency

(Dept.)

*Theresa Vial* (Signature) 9/27/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz Co. Human Resources Agency (Agency)  
and, United Way of Santa Cruz Co., P.O. Box 1458, Capitola, Ca 95010 (Name & Address)
2. The agreement will provide for the services of a Coordinator for the Family Resource Center Network to perform various support functions which would benefit the Family Preservation and Support Program
3. The agreement is needed. to provide coordination of FSPS services
4. Period of the agreement is from 10/1/00 to 9/30/01
5. Anticipated cost is \$ 27,554 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Federal Fiscal Yr. term 10/1/00-9/30/01 00/01 Encumber 27,554  
01/02 Encumber 9,184 W9 on file Contact: *M. Shappert* X 4419  
*J. Harris* X4741
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 0001973 Date 10/3/00  
are not will be

GARY A. KNUTSON, Auditor - Controller

By *Randy Silva* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator to execute the same on behalf of the Human Resources Agency

County Administrative Officer

Remarks: B y & *LS* (A Signature) D o t e

Agreement approved as to form. Date \_\_\_\_\_

**Distribution:**

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conory  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) SS

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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*original*

0184

INDEPENDENT CONTRACTOR AGREEMENT  
UNITED WAY OF SANTA CRUZ COUNTY  
FAMILY RESOURCE CENTER NETWORK (FRCN) SUPPORT SERVICES

THIS AGREEMENT is entered into by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the UNITED WAY OF SANTA CRUZ COUNTY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide a Coordinator for the Santa Cruz County Family Resource Center Network (FRCN) to perform various support functions as outlined in:  
Scope of Services – Exhibit A  
Program Budget – Exhibit B

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Total cost of \$36,738 to be paid in four installments on the following dates: December 15, 2000 (\$9,185); March 15, 2001 (\$9,185); June 15, 2001 (\$9,184); and September 15, 2001 (\$9,154). Quarterly progress reports shall be submitted on these dates to the HRA Director of Prevention and Early Intervention Services.

3. TERM. The term of this CONTRACT shall be October 1, 2000 through September 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving two weeks written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at it's sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage (s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in the Agreement, unless CONTRACTOR and COUNTY both initial here.

\_\_\_\_\_/\_\_\_\_\_  
A. Types of Insurance and Minimum Limits

- ( 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here.

- \_\_\_\_\_  
(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here.

*mic / ms*

- (3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

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Initials: *ms* *ms*  
Contractor/County

- (4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY.

B. Other Insurance Provision

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- (3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Michelle Shippen, Director of Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, Santa Cruz, CA 95060."

- (4) CONTRACTOR agrees to provide its insurance broker (s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Michelle Shippen, Director of Prevention and Early Intervention Services  
Human Resources Agency  
1000 Emeline Avenue  
Santa Cruz, CA 95060

6. EQUAL EMPLOYMENT OPPORTUNITY During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, pregnancy, gender, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, pregnancy, gender, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disables Business Enterprises are available from the COUNTY general Services Purchasing Division.
  - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
  - (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
  - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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7. INDEPENDENT CONTRACTOR STATUS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or pet-missive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
10. FTSCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit of Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

CONTRACTOR agrees that whenever information related to the program funded under this Agreement appears in reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the County of Santa Cruz Board of Supervisors.

- 11 PRESENTATION OF CLAIMS Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 12 AMENDMENT This contract may be amended, modified or changed by written consent of both parties.
- 13 ATTACHMENTS This agreement includes the following attachments:

Exhibit A: Scope of Services

Exhibit B: Budget

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Initials: ms ms  
Contractor/County

SIGNATURE PAGE

0190

COUNTY OF SANTA CRUZ

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Cecilia Espinola  
Human Resources Agency Administrator

CONTRACTOR

DATED: \_\_\_\_\_

By: Mary Lou Goeke  
Mary Lou Goeke, Executive Director  
United Way of Santa Cruz County

Address: P.O. Box 1458  
Capitola, CA 95010

Telephone: 831-479-5466

Tax ID#: 94-1422471

**APPROVED AS TO INSURANCE:**

By: [Signature]  
Risk Management

**APPROVED AS TO FORM:**

By: Jane M. Scott  
County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor

C:\A:\contract-Uway-FRCNstaffing.doc



**Exhibit A**  
**Scope of Services**

0191

FRCN Coordinator Job Description

Under the general direction of the Family Resource Center Network (FRCN) co-chairs and the ongoing oversight of the FRCN member agencies, the Coordinator will perform the following duties:

1. Provide an average of 20 hours per week (exclusive of vacation and other paid leave) of direct staff support to the FRCN.
2. Staff the FRCN meetings, develop agendas with input from the co-chairs and take minutes at the FRCN meetings; provide mailings to members.
3. Assist FRCN and its subcommittees with their workplan activities and ensure that their activities are developed and implemented within specified time frames; monitor subcommittee progress and report to FRCN Governance Committee.
4. Coordinate implementation of activities such as trainings, conferences and retreats.
5. Maintain and create linkages to existing collaboratives and gather information regarding relevant opportunities for leveraging resources and consolidated activities.
6. Assume primary responsibility for collecting and disseminating information about FRCN strategies, upcoming activities and collaboration opportunities.
7. Serve as liaison between FRCN and all subcontractors.
8. Provide monthly budget expense reports and distribute to membership.
9. Assist in fund development (including writing grant proposals and other requests for funding).
10. Manage grants and contracts.
11. Arrange trainings for the FRCN through contracts with appropriate consultants according to the plan developed by the Training Committee.
12. Contract and work with any evaluation consultants as determined by the FRCN membership.
13. Work with the FRCN to determine how member agency stipends (if available) will be determined; United Way will contract with the agencies for the stipend amounts.
14. Provide brief monthly Coordinator activity reports to FRCN co-chairs and to Human Resources Agency.
15. Provide quarterly FRCN reports to FRCN membership and to Human Resources Agency; provide other reports as required by funders.

In addition to the above, United Way will provide an average of 6 hours per week (exclusive of vacation and other paid leave) of clerical administrative support to the FRCN.

Initials: MLG MS  
CONTRACTOR/COUNTY

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Exhibit B  
 FPSP Budget - October 2000 -September 2001  
 Family Resource Center Network of Santa Cruz County

01 92

		FPSP / Staffing Actual
	<i>Fiscal Agent</i>	
<b>Personnel</b>		
	Coordinator (20 hours @ \$19.69)	\$20,478.
	Admin support (6 hours @ \$16.35)	\$5,101.
	Benefits (25%)	\$6,395.
	<b>Personnel Total</b>	<b>\$31,974.</b>
<b>Contracts</b>		
	Trainings	
	Evaluation Consultants	
	What Works Project Director (Goodban)	
	On-site parenting classes	
	Family leadership stipends for parents	
	Agency Stipends	
	Miscellaneous contracts	
<b>Services and Supplies</b>		
	Program office supplies	
	Phone	
	Conferences / Travel	
	Postage	
	Occupancy	
	Mileage	
	Meeting Supplies	
	Assistance to Families - childcare, etc.	
	Copies / Printing	
	<b>Total Supplies &amp; Services</b>	<b>\$0</b>
<b>Indirect Costs</b>		
	United Way Overhead (15%)	\$4,764.
<b>Total</b>		<b>\$36,738.</b>

## **REQUEST FOR PROPOSALS**

### **Family Preservation and Support Program**

**October 18, 2000**

**Proposals Due: OCTOBER 30, 2000**

-----  
**County of Santa Cruz  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060**

**REQUEST FOR PROPOSALS  
FAMILY PRESERVATION AND SUPPORT PROGRAM (FPSP)**

**0194**

The County of Santa Cruz Human Resources Agency announces the issuance of a Request for Proposals (RFP) effective October 18, 2000 to furnish contract services for the Family Preservation and Support Program (FPSP). Through funding from the FPSP Program, \$14,496 is currently available for unmet community needs. Services will be procured through a contract with the Human Resources Agency.

Programs will provide service strategies that address at least one of the FPSP goals outlined below. Service strategies should be designed to expand family preservation services to families whose children are at risk of out of home placement and family support services aimed at alleviating stress and promoting parental competencies of families of children who may be at risk.

**FPSP GOALS**

1. Promote safe, stable, healthy, and nurturing families for families with children ages 0-3 through the use of home based services.
2. Enhance families' ability to effectively and efficiently access culturally competent support services needed to sustain safe, nurturing and self-sufficient family life by strengthening information and referral for all families using community-based resource centers.
3. Provide primarily family-based, intensive, time-limited, culturally competent intervention and treatment services to families in crisis.
4. Increase positive parenting knowledge and behaviors for low-income families, Spanish speakers and recent immigrants.

The County encourages all interested organizations to respond to this request for proposals. Collaborations between two or more agencies are encouraged, and organizations may subcontract as a means of providing comprehensive services.

Please note that the County must approve any subcontract. In the event any subcontractor is approved for any portion of the program services, the Contractor retains primary responsibility for carrying out all terms of the contract. Subcontractors are subject to all applicable provisions of the contract required of the Contractor, including the Contract Requirements and Insurance Requirements listed below. The Contractor shall be held responsible by the County for the performance of any subcontractor.

All questions regarding this RFP should be directed to Jodie Harris, Senior Analyst, Family and Children's Services by telephone at (83 1) 454-4741 or by mail at 1400 Emeline Ave, Santa Cruz, CA 95060

PROPOSAL SPECIFICATIONS:

It is the intent of the County of Santa Cruz to contract for the FPSP Services for a period beginning December 15, 2000 and ending June 30, 2001, with the provision that the contract may be renewed for a second year. A total of \$14,496 is available for the contract period. This is a fixed rate contract with no guaranteed minimum number of hours to be purchased by the County from the Contractor during the contract period for program services.

One original and four copies of the proposal, signed by an authorized representative, shall be **received no later than 5:00 p.m., October 30, 2000** mailed or hand delivered to:

County of Santa Cruz Human Resources Agency  
Adult, Family and Children's Services Division  
1400 Emeline Avenue  
Santa Cruz, CA 95060  
Attention: Jodie Harris, Senior Analyst

Proposals received after the deadline date and time **will not** be given consideration,

PROGRAM DESCRIPTION AND EXPECTATIONS:

In 1993 the Federal Family Preservation and Support Act offered communities across the country an opportunity to extend integrated service delivery systems in order to strengthen families and improve outcomes for children. The County of Santa Cruz is receiving \$181,989 to expand and evaluate family preservation services for families whose children are at immediate risk of out-of-home placement, and family support services which alleviate stress and promote parental competencies of families whose children may be at-risk. Recently it was determined that the work of one of the original service strategies had been successfully completed. Consequently, funding has become available in the amount of \$14,496 for emerging unmet community needs.

CONTRACT REQUIREMENTS:

1. Bilingual Services and Geographical Coverage:-Contract services will be available in English and Spanish in both North and South Santa Cruz County.
2. Monitoring:-Standard contract monitoring guidelines will be followed in monitoring provision of services, e.g. on-site records review, staff interviews, etc.

INSURANCE REQUIREMENTS:

Attachment 1 details the County insurance requirements to be incorporated in the final contract with the organization selected for this Program.

Should your organization not presently carry the type/limits of insurance shown, please submit your proposal with any differences noted clearly. Indicate whether your organization would be able to obtain the insurance shown and at what additional cost, if any.

It is suggested that you provide a copy of Attachment 1 to your insurance broker for a review. Should questions arise regarding any of the insurance provisions, please contact Janet McKinley, County Liability/Property Manager, at (408) 454-2240.

The insurance provisions shown may or may not be modified, based on factors unique to this Program and the proposals received. It is suggested that your organization not construe the insurance requirements as a reason not to submit a proposal at all. However, for the County to give your organization fair consideration, please be specific about what insurance you can or cannot provide and other related concerns.

### PROPOSAL STRUCTURE:

#### 1. Statements of Experience/Qualifications

- a. Describe experience and effectiveness operating programs for children at-risk of removal from their home due to neglect or abuse. This information should also be provided for subcontractor agency(s) if applicable.
- b. Provide examples which convey the breadth of your organization's experience and effectiveness relative to the FPSP goals..
- c. Provide a proposed budget necessary to achieve the contract requirements.
- d. Describe capability to provide bilingual, English/Spanish, services in North and South Santa Cruz County.
- e. Briefly describe fiscal record keeping and documentation systems.
- f. State qualifications of applicant's staff. Include if possible staff names, credentials, professional experience, licenses and certificates held. This information should also be provided for subcontractor agency(s) if applicable.

#### 2. Proposal Materials

Services Narrative-Descriptions of how program services will be provided and what specific FPSP goal(s) will be addressed.

#### 3. Organizational Materials

- a) Federal Tax Identification Number
- b) Articles of Incorporation
- c) Organizational Chart
- d) List of Board Members
- e) Address(es) and telephone number(s) of applicant's office location(s)

DESCRIPTION OF SELECTION PROCESS:

1. Upon receipt of the proposals, the Human Resources Agency staff and representatives from the Children's Network Cabinet will review the proposals. Based upon a review of the qualifications, the experience, the cost effectiveness of the proposal, and the contractor's ability to fulfill the stated contract requirements, a contractor will be recommended to the Children's Network Cabinet.

HRA will forward to the Board of Supervisors for their approval a final recommendation on the proposed contractor, along with a proposed contract.

2. Proposers may be invited to meet with the Proposal Evaluation Committee to answer questions and/or discuss their proposals.
3. Priority will be given to qualified organizations that:
  - a) respond to each item listed in the Proposal Structure; and
  - b) demonstrate proven experience and effectiveness operating programs that provide services to families whose children are at risk of out of home placement.
4. Timeline:
  - a) October 30, 2000 (5 p.m.)      Proposals due.
  - b) November 1, 2000              Proposals reviewed.
  - c) November 3, 2000              Proposers notified of recommended contract award.
  - d) November 6-10, 2000          Protest Period.
  - e) December 12, 2000              Final award of contract by the Santa Cruz County Board of Supervisors.

ADDITIONAL INFORMATION:

1. The contract, its renewal or re-bid, is contingent upon the availability of State and Federal funds.
2. Any questions regarding the submission of proposals should be directed to Jodie Harris, Family and Children's Services Division Senior Analyst, (408) 454-4741.

**ATTACHMENT 1**

**INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

**A. Types of Insurance and Minimum Limits**

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_/\_\_\_\_.
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here \_\_\_\_\_

**B. Other Insurance Provisions**

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement



(hereinafter "post agreement coverage") and any extensions thereof.

CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- 3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060 Attn: Jodie Harris, Senior Analyst

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060  
Attn: Jodie Harris, Senior Analyst