



### **County of Santa Cruz**

### **HUMAN RESOURCES AGENCY**

Cecilia Espinola, Administrator 1000 Emeline Avenue, Santa Cruz, CA 95060 (83 1) 454-4130 or 454-4045 FAX: (83 1) 454-4642

November 8, 2000 AGENDA: November 21, 2000

BOARD OF SUPERVISORS county of Santa Cruz 701 Ocean Street Santa Cruz, CA. 95060

### APPROVAL OF CONTRACT WITH SECOND HARVEST FOOD BANK FOR FOOD STAMP OUTREACH & REFERRAL

### Dear Members of the Board:

As you may know, Food Stamp participation has been declining countywide, statewide and nationwide since the passage of federal welfare reform legislation in 1996. This is despite an increase in the number of people eligible to receive these important nutritional benefits. The purpose of this letter is to request your Board's acceptance of unanticipated revenue in the amount of \$23,783 for the period 12/1/00 - 6/30/01 and to request your Board's approval of a contract in the amount of \$35,450 with the Second Harvest Food Bank of Santa Cruz County for Food Stamp Outreach and Referral Services. The term of the contract is 12/1/00 - 11/30/01. The funds for this contract represent no cost to the County.

Between August 1997 and June 2000 there has been a 28% decline in Food Stamp participation statewide and a 40% decline in Santa Cruz County. According to studies done by the United States Department of Agriculture (USDA), the General Accounting Office (GAO) and others, there is still a high level of need and eligibility for the program. As evidence of the need locally, the Second Harvest Food Bank of Santa Cruz County has had a 16% increase in food pantry services in the past 2 years. Among the reasons that eligible participants do not participate in the Food Stamp program are lack of awareness of their eligibility and the complexity of applying and maintaining eligibility for the program. The California Legislature has voiced its concern over the low participation rates by enacting legislation (AB2876) that requires the development of a community outreach and education campaign to help families learn about, and apply for, the federal Food Stamp Program and the California Food Assistance Program. Toward that end, the Human Resources Agency has negotiated a contract with the Second Harvest Food Bank of Santa Cruz County to provide callers to their Food

### **BOARD OF SUPERVISORS**

Agenda: November 2 1, 2000

### CONTRACT WITH SECOND HARVEST

### **FOOD BANK**

Bank hotline with Food Stamp program information, eligibility screening and direct connection to a Food Stamp program worker. The Food Bank will install phone lines that will allow them to transfer calls directly to a Food Stamp program worker.

### IT IS THEREFORE RECOMMENDED that your Board:

- 1. Approve the attached resolution accepting unanticipated revenue in the amount of \$23,783 for FY00/01 and appropriate these funds as described in the attached AUD 60;
- 2. Approve and authorize the Human Resources Agency Administrator to sign the agreement with the Second Harvest Food Bank of Santa Cruz County in the amount of \$35,450 for the provision of Food Stamp Outreach and Referral services.

Very truly yours,

CECILIA ESPINO

Administrator

CE\RB\Second Harvest Phone FY01 Ltr.doc

**RECOMMENDED:** 

SUSAN A. MAURIELLO

County Administrative Officer

CC: County Administrative Office

Auditor Controller

HRA-Fiscal

Second Harvest Food Bank

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1<sup>st</sup> day of December, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Second Harvest Food Bank, hereinafter called CONTRACTOR. The parties agree as follows:

1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result:

CONTRACTOR will provide information and referral specific to Food Stamp program eligibility guidelines. CONTRACTOR'S "hotline" services will be expanded in hours and scope to provide information and referral to potential Food Stamp applicants. See Attachment A, Scope of Services.

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

COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to COUNTY in accordance with Attachment B, Expenditures, incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. The maximum payment made by COUNTY to CONTRACTOR shall not exceed \$35,450 for the period of December 1, 2000 through November 30, 2001.

In accordance with Attachment B, Expenditures, CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies." Transfers within the "Personnel" category may also be made by the CONTRACTOR unless they involve changes in the number and salary of positions. Transfers between the categories of "Personnel" and "Services and Supplies," and transfers within "Personnel" involving number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

CONTRACTOR shall submit expenditure report forms as provided by the COUNTY for any payments made under this agreement.

Submit expenditure report forms for payment to:

Human Resources Agency Attn: FK13 1020 Emeline Ave. Santa Cruz, CA 95060

- 3. TERMerm of this contract shall be December 1, 2000 through November 30, 2001.
- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. 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,

1

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. <u>INSURANCE</u>. 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

- 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.

Initial W/ /
Contractor/County

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** 1020 Emeline Ave.

Santa Cruz, CA 95060 Attn: Renee Brown (ES03)

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** 1020 Emeline Ave.

Santa Cruz, CA 95060 Attn: Renee Brown (ES03)

- 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. <u>INDEPENDENT CONTRACTOR STATUS.</u> 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.

<u>PRINCIPAL TEST</u>. 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

- 9. <u>NONASSIGNMENT.</u> Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. <u>RETENTION AND AUDIT OF RECORDS</u>. 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.

31 '

Initial 4) / Contractor/County

- 11. <u>PRESENTATION OF CLAIMS.</u> 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 <u>ACKNOWLEDGEMENT.</u> 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:

Attachment A, Scope of Services

Attachment B, Expenditures

1. CONTRACTOR

DISTRIBUTION:

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Attachment C, Non-Discrimination Agreement

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

4. COUNTY OF SANTA CRUZ

By: 4/cll4 Sliot-Shew By:	
Typed Name: Willy Elliott-McCrea, Executive Director	
Address: 15 Errington Road PO Box 990 Watsonville, CA 95077	
Telephone: 831-722-7110	
Tax ID #: 77-032 6685	
2. APPROVED AS TO INSURANCE:  By: Attina G Gurb 10.31.00  Risk Management	
3. APPROVED AS TO FORM:  By: County Counsel	

County Administrative Office

Second Harvest Food Bank

Auditor-Controller County Counsel Risk Management

### Attachment A Scope of Services

CONTRACTOR agrees to exercise special skill to accomplish the following results:

#### Services:

- CONTRACTOR will increase the Community Food Hotline hours from 20 to 40 hours per week.
  Bilingual staff will be available to answer hotline calls. Hotline staff will screen callers for potential
  eligibility for the Food Stamp program and provide basic information on the nutritional benefits of
  participating in the Food Stamp program.
- 2. CONTRACTOR will provide a **Centrex** telephone system that enables the hotline staff to transfer potential Food Stamp applicants directly to a dedicated Food Stamp program line.
- CONTRACTOR will mail Food Stamp program and other nutritional education/services information to interested callers. Information will be distributed through CONTRACTOR'S community food networks.
- 4. CONTRACTOR will install and maintain an electronic database to track hotline callers' basic demographic information and whether their call was transferred to the Food Stamp program line.

#### **Proposed Outcomes:**

- 1. Based on hotline caller data from FY 99-00, it is anticipated that 1800 callers will be screened for eligibility for the Food Stamp program and 600 callers will be transferred to the Food Stamp program line during the term of this agreement.
- 2. Written Food Stamp program information will be distributed to 4000 emergency food recipients.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10th of the following month.



## Food Bank Hotline Food Stamp Outreach Project 10/23/00

	Total Program Budget	Food Stamp Outreach Project
Personnel		
Hotline Program Manager (25 hrs/week)		
Asst Hotline Coordinator (20 hrs/week)		
Wages	21,280	15,467
Taxes	2 340	1 703
	23,620	17,170
Services & Supplies		
Professional Services	600	600
Supplies	2,400	1,920
Telephone	4,800	3,360
Postage	480	380
Occupancy	4,520	3,200
Equipment Maintenance	750	650
Printing	1,200	960
Staff Mileage	480	360
	14,630	10.830
Sub-Total	38,250	28,000
One Time Only Set Up		
Computer Equipment	3,000	3,000
Hotline Database Design & Training	3,800	3,800
Centrex Set-up (6 referral #'s)	650	650
	7,450	7,450
Total Program Budget	45,700	
Total Contract Costs (1 2/1 100-l 1/30/01)		35,450
Prorated Contract Costs (12/1/00-6/30/01)		23,783



#### Attachment C

# ASSURANCE OF COMPLIANCE WITH THE HUMAN RESOURCES AGENCY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

### Second Harvest Food Bank of Santa Cruz County NAME OF VENDOR/RECIPIENT

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 1135-I 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 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 11135-1 11 39.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

	on the vendor/recipient directly or through contract, license, or other
provider services, as long as i	t receives federal or state assistance.
Date_/0/27/00	t receives federal or state assistance.
	Second Harvest Food Birector's Signature
	1 - 1 1 00 000 000
Address of Vendor/Recipient:	15 Err, 400 RD. PO Box 990
	Watzonville CA 95077

### COUNTY OF SANTA CRUZ

### REQUEST FOR APPROVAL OF 'AGREEMENT

το:	D: Board of Supervisors  County Administrative Officer  County Counsel  Aud tor-Controller  FROM:  HUMAN_RESOURCES_AGENCY  HUMAN_RESOURCES_AGENCY  (Signature)  (Signature)	_ (Dept.) _ (Date)
The	he Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.	
	Said agreement is between the <u>SANTA_CRUZ_COUNTY_HUMAN_RESOURCES_AGENCY</u>	
	and SECOND HARVEST FOOD BANK, 15 ERRINGTON ROAD WATSONVILLE, CA 95077 P.O. BOX 990 ame & A  The cgreement will provide OUTREACH ACTIVITIES AND REFERRAL SERVICES TO INFORM FAMILIES OF THE  FOOD STAMP PROGRAM.	dress)
	The cgreement is needed TO IMPLEMENT AB2876 REQUIREMENTS TO DEVELOP A FS COMMUNITY OUTREACH AND CAMPAIGN.	) EDUCA
	. Period of the agreement is from $12/1/00$ to $11/30/01$ . Anticipated cost is \$ $35(450)$ i x e d a m o u n t; M o n t h l y r a te Not to	
	. Remarks: TOTAL CONTRACT 35,450 FY 00 / 01 ENCUBERANCE \$23,783	exceed)
υ.	FY 01 / 02 = 11,667  W - 9 ON FILE CONTRACT : R. BROWN x4837	7
7.	. Appropriations are budgeted in 392100 (Sumpty of the state of the st	ıbobject)
7	Appropriations are available and have been encumbered. Contract No COO > 98 Date 1/8/01  Pending approval of Auritor for By Luda Chou  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 HRA	Deputy.
Re	Remarks  (Agency).  (Agency).  By  County Administrative Officer  (1)  Date	7/87
Ag	Agreement approved as to form. Date	
Dis	Distribution:  Bd. o Supv. • White Auditor-Controller • Blue County Counsel • Green * Co. Admin. Officer • Conory Auditor-Controller • Pink Origir oting Dept. • Goldenrod  'To C-rig. Dept. if rejected.  State of California )  county of Santa Cruz )  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 appropriately an order duly in the minutes of said Board on County Administrative  To C-rig. Dept. if rejected.	ved by entered

.DM - 29 (6195)

### BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA 0264

COUNTY	ADMINISTRATIVE	OFFICER	11/1 11/1	-	: ended to Recomme		to	<b>0265</b> Board
PASSED State of by the	AND ADOPTED by of California, following vote	y the Board this (requires	d of Sur day four-fi	erviso of fths v	ors of the	e County	y of .):	Santa Cruz 19 2000
AYES:	SUPERVISO	RS						
NOES:	'SUPERVISORS							
ABSENT	: SUPERVISORS							
					Chairpe	erson of	the	Board
ATTES'	г: .							
Clerk	of the Board	<u>1</u> .						
Wa	ED AS TO FORM:  Counsel	<u>V</u>		Zu	OVED AS	TO ACCOU	JNTING 	G DETAIL:

Distribution:
 Auditor-Controller
 county Council
 County Administrative Officer
 Originating Department

AUD60 (Rev 5/94)

Page 2 of 2