

# 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 28, 2000

AGENDA: December 12, 2000

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

### FAMILY PRESERVATION AND SUPPORT PROGRAM CONTRACT AWARD

Dear Members of the Board:

On October 17, 2000, your Board authorized the Human Resources Agency (**HRA**) Administrator to issue a Request for Proposals (**RFP**) for the Family Preservation and Support Program (**FPSP**), and to return to your Board with recommendations for the award of a contract for the period from December 15, 2000 through September 30, 2001. The purpose of this letter is to request your Board's approval of **HRA's** recommendation to contract with Familia Center, to provide services for the Family Preservation and Support Program.

Contract Award Recommendation for the Family Preservation and Support Program for FFY 2000/01.

HRA received proposals from three organizations for FPSP: Familia Center, New Families, Inc. and the Family Resource Center Network. A Proposal Review Committee composed of HRA **staff** and a member of the Children's Network evaluated the proposals. While all three proposals were reasonable and responsive to the RFP, the Review Committee determined that the Familia Center has the strongest qualifications, experience, and administrative capability for the successful delivery of these contracted services, HRA is recommending that your Board approve a contract with Familia Center in the amount of \$14,496 for FFY 2000/01.

The FPSP contract will provide informational workshops that will increase positive parenting knowledge and behaviors for low-income families and thereby promote safe, healthy and nurturing families. A copy of the proposed contract is on file with the Clerk of the Board.

As your Board knows, the Children's Network has oversight responsibility for FPSP funds. Based on their review of FPSP requirements and the proposed contract, the Children's Network recommends that your Board award the contract to Familia Center.

Agenda: December 12, 2000

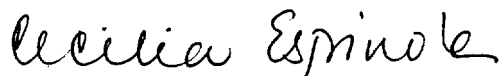
**FAMILY PRESERVATION AND SUPPORT PROGRAM CONTRACT AWARD**

Conclusion

For the last six years, FPSP funds have comprised a small but critical component of the resources available to preserve and support families in our community. 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 approve an agreement for the period from December 15, 2000 through September 30, 2001 with Familia Center for the Family Preservation and Support Program in the amount of \$14,496 and authorize the Human Resources Agency Administrator to execute this agreement.

Very truly yours,

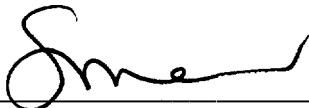


CECILIA ESPINOLA

Administrator

CE/JH

RECOMMENDED:



Susan A. Mauriello

County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
Familia Center

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0181

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

FROM: HRA

(Dept.)

*Francesca* & # ? - - (Signature) *11/29/00* (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 Human Resources Agency (Agency)  
and Familia Center 711 E. Cliff Dr., Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide informational workshops to increase positive parenting for  
low-income families

3. The agreement is needed to achieve program goals- FPSP

4. Period of the agreement is from 12/15/00 to 6/30/01, 7/1 - 9/30/01

5. Anticipated cost is \$ 10,982 FY 00/01 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: \$3,514 FY 01/02 **Total contract \$14,496**  
W-9 on file Contact: J. Harris X4741

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

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

Appropriations available and have been encumbered. Contract No. C002310 Date 11-29-00  
are not will be GARY A. KNUTSON, Auditor - Controller  
By P. Sillway Deputy.

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

Remarks: GS (Analyst) By WYG Date 12/01/00

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

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

\*Tt. Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
\_\_\_\_\_ 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 \_\_\_\_\_ County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

*GS*

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15<sup>th</sup> day of December, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, FAMILIA CENTER, 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 - Exhibit A

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

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

Total Cost of \$14,496 to be paid in three installments on the following dates: March 16, 2001 (\$4,832); June 16, 2001 (\$4,832); and September 15, 2001 (\$4,832).

Submit invoice for payment to:

Human Resources Agency  
Attn: Jodie Harris, Senior Analyst  
1400 Emeline Avenue  
Santa Cruz, CA 95062

3. TERM. The term of this contract shall be December 15, 2000 through September 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 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 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 \_\_\_\_/\_\_\_\_.

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.

Initial JAB, CEA  
Contractor/County

CONTRACTOR may maintain the required post agreement coverage by renewal <sup>0184</sup> 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  
Attn: Jodie Harris, Senior Analyst  
1400 Emeline Avenue  
Santa Cruz, CA 95062

- 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  
Attn: Jodie Harris, Senior Analyst  
1400 Emeline Avenue  
Santa Cruz, CA 95062

- 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 1 S), 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

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Contractor/County

in conspicuous places, available to employees and applicants for employment, notice 0 18 5 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.

Initial YAB / CSCH  
Contractor/County **53**

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. 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:
  - Attachment "A" Scope of Services
  - Attachment "B" Budget
  - Attachment "C" Assurance of Compliance



Initial JAB, CEG  
Contractor/County



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

0187

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Yolanda Henry Goda  
Typed Name: Yolanda Henry Goda.

By: \_\_\_\_\_

Address: 711 E. Cliff Dr.

Santa Cruz, CA 95060

Telephone: 423-5747

Tax ID #: 77-0071589

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 11-28-2000  
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
Familia Center



July 2, 2001 – August 2, 2001

0189

- Produce outreach materials
- Conduct outreach in target area of the Third series (Lower Ocean Street neighborhood).
- Contact child care providers and confirm dates and times.
- Purchase incentives and supplies needed for the third series.
- Confirm site for series of classes
- Contact subcontractors and confirm dates and sites.

August 9, 2001 – September 13, 2001

- Classes begin on Wednesday afternoons, August 9, 2001 through September 13, 2001 from 1:30 to 3:00 at Familia Center in Santa Cruz.
1. Classes 1 through 4 will be parent education.
  2. Classes 5 and 6 will be on The Effects of Drugs and Alcohol on the Family and the Effects of Domestic Violence on children.

Initial *Z. B. Ce...*  
Contractor/County **53**



**ATTACHMENT C**

0191

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

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

**Familia Center**

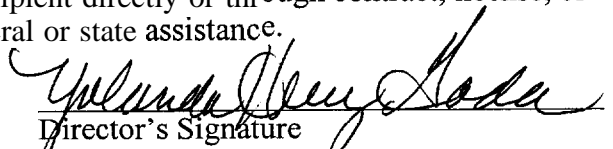
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-1 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 11/28/00

  
Director's Signature

Address of Vendor/Recipient:  
74 E. Cliff Dr. Santa Cruz, CA 95060

Initial YHL | CSO  
Contractor/County

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