



County of Santa Cruz

DEPARTMENT OF CHILD SUPPORT SERVICES
LYNN C. MILLER, DIRECTOR

P.O. BOX 1841
SANTA CRUZ, CA 95061
(831) 454-3700
FAX (831) 454-3752

Agenda Date: March 13, 2001

March 5, 2001

The Honorable Tony Campos, Chairperson
and Members of the Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz. CA 95060

Dear Chairperson Campos and Members of the Board:

On October 3, 2000, your Board approved and filed the County Plan for the Family Support Division transition from the Office of the District Attorney to a separate County Department of Child Support Services. The Transition Plan included a contract with a consultant to assist in change management for the new Department.

With the support of your Board and our agency partners, the transition was completed on December 31, 2000 without disruption to services and the new Department of Child Support Services is now focused on improving its customer service delivery and program performance. Toward this end, the Department requests your Board's approval of the attached Independent Contractor Agreement with Ellen McCord Consulting to help the Department effectively manage recent changes, identify critical focus shifts and consistently implement procedures and policies which serve to accomplish its program improvement goals.

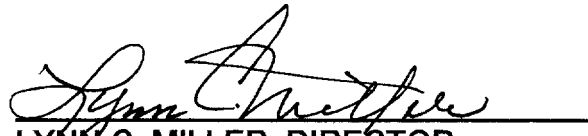
The project work plan includes focus groups to engage all department staff to achieve the overall goal of a customer service oriented practice and a positive community identity while meeting federal and state performance mandates; conducting surveys regarding the Department's customer service deliver and the development and presentation of project plans and recommendations. The term of the contract is from March 14, 2001 through June 15, 2001. The total cost of the contract is \$39,995, payable upon receipt of specific deliverables at the conclusion of each of the project's three phases. This expenditure will be reimbursed with state and federal funds and no county cost will be incurred.

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IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the Independent Contractor Agreement with Ellen McCord Consulting for change management project services for the Department of Child Support Services.
2. Authorize the Director of the Department of Child Support Services to sign the Independent Contractor Agreement with Ellen McCord Consulting on behalf of the County of Santa Cruz.

Respectfully,



LYNN C. MILLER, DIRECTOR
DEPARTMENT OF CHILD SUPPORT SERVICES

RECOMMENDED:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

CC: Auditor-Controller
Risk Management
County Counsel
Contractor

mccord

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Department of Child Support Services (Dept.)

Lynn C. Filler (Signature) 3-6-01 (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 County, Department of Child Support Services (Agency)
and Ellen McCord Consulting, 7830 Hihn Road, Ben Lomond, CA 95005 (Name & Address)

2. The agreement will provide Conduct Change Management Project Services for the DCSS staff of
eighty-five (85) persons.

3. The agreement is needed to provide consulting services to meet the S.C. County Department of Child
Support Services goal of effectively managing change and engaging the managers and staff of
the department in defining and implementing specific initiatives to achieve a customer service
oriented practice
4. Period of the agreement is from March 14, 2001 to June 15, 2001

5. Anticipated cost is \$ 39,995 (~~Fixed amount; Monthly; Not to exceed~~)

5. Remarks: Contact Lynn C. Filler x 3746

7. Appropriations are budgeted in 25 1000 (Index#) 3665 (S & Object)

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

Appropriations are available and have been encumbered. Contract No. C002363 Date 3-8-01
are not will be

GARY A. KNUTSON, Auditor - Controller
By P. Silbaugh - - Deputy.

(Revised Adm 29)

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
GCSS Director to execute the same on behalf of the Department of Child

Support Services (Agency).
County Administrative Officer

Remarks:
By [Signature] Date 3/8/01
(Analyst)

Agreement approved as to form. Date _____

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

*To Crig. 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

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CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2001, by and between the SANTA CRUZ COUNTY, DEPARTMENT OF CHILD SUPPORT SERVICES, hereinafter called DCSS, and ELLEN MCCORD CONSULTING, hereinafter called CONTRACTOR. The parties agree as follows:

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

Conduct Change Management Project Services for the DCSS staff of eighty-five (85) persons. The Scope of Services is detailed in Attachment A.
- 2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, the DCSS agrees to pay CONTRACTOR the sum of \$39,995 based on the specific deliverables as outlined Attachment A, in payments as outlined in Attachment C.
- 3. TERM. The term of this contract shall be **from March 14, 2001** through June 15, 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 CONTRIEWTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the DCSS (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 hind or nature which the DCSS 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 DCSS. Such indemnification includes any damage to the person(s), or **property(ies)** of CONTRACTOR and third persons.

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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 coverages) and requirements. Such insurance coverage shall be primary coverage with respect to the DCSS and any insurance or self-insurance maintained by the DCSS 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 the DCSS 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) Vehicular 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 the DCSS both certify to this fact by initialing here ____ / ____.

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- (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 the DCSS _____ / _____.

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 SANTA CRUZ COUNTY, Department of Child Support Services, 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 SANTA CRUZ COUNTY. "

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

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

Lynn C. Miller, Director
 Santa Cruz County
 Department of Child Support Services
 420 May Avenue
 Santa Cruz, CA 95060

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- (4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide the DCSS 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:

Lynn C. Miller, Director
 Santa Cruz County
 Department of Child Support Services
 420 May Avenue
 Santa Cruz, CA 95060

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

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, sex, 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.

- 8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and the DCSS have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of the DCSS. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. The DCSS 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 the DCSS 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, the DCSS 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 DCSS supplies the instrumentalities, tools and

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CONTRACT NO.

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 the DCSS; (i) CONTRACTOR and the DCSS believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The DCSS 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. NON-ASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the DCSS.
- 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 the DCSS, 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. ATTACHMENTS. This Agreement includes the following attachments:
Attachment A: Scope of Services; Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.

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

SANTA CRUZ COUNTY

CONTRACTOR

By: _____
LYNN C. MILLER DIRECTOR
Santa Cruz County
Department of Child Support Services
420 May Avenue
Santa Cruz, CA 95060

By: Ellen McCord
ELLEN MCCORD
Ellen **McCord** Consulting
7830 **Hihn** Road
Ben Lomond, CA 95005
Telephone: 83 1-336-2284

Tax ID # 555-02-2656

APPROVED AS TO INSURANCE:

By: Janet McKinley 3-6-2001
Risk Management

APPROVED AS TO FORM:

By: D. McRae 3-6-01
county Counsel

DISTRIBUTION: County Administrative Officer
Auditor-Controller
County Counsel
Risk Management
Department of Child Support Services
Contractor

Attachment A

SCOPE OF SERVICESService Goal

Consulting services to meet the Santa Cruz County Department of Child Support Services goal of effectively managing change and engaging the managers and staff of the department in defining and implementing specific initiatives to achieve a customer service-oriented practice and positive community identity while meeting federal and state performance mandates by achieving objectives which include:

1. Engaging all department staff in identifying areas for targeting change
2. Examining current staff activities and identifying critical **shifts** in focus necessary to accomplish the overall goal
3. Recommendation for improved public relations which highlight the department's commitment to serving the best interests of children
4. Providing a comprehensive summary of recommended actions for the department in the following areas:
 - ◆ Enhancing infrastructure to support department goals
 - ◆ Integrating achievement of state performance measures into ongoing department activities and processes
 - ◆ Improving public relations and customer service delivery
5. Development of project plans to implement changes.

Project **Workplan** and Deliverables

A combination of methods will be used to complete tasks in each phase of the workplan. A specific deliverable will be presented at the completion of each phase. The project will commence March 14, 2001 and is to be completed by June 15, 2001.

Phase 1 - Task Overview and Deliverables

Task Overview: Conduct departmental focus groups, gather and review information, conduct follow up contacts with departmental staff, develop preliminary report and present to management team and present Phase 1 report to the Director. A breakdown of these tasks are as follows:

- 1) Conduct focus groups of department staff - 9 groups, limited to 11 persons per group, by general occupational area.
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- 2) Gather and review materials concerning federal and state mandates. Gather and review related materials, including class specifications for departmental employees, current reports on performance mandates, departmental budget and other planning documents.
- 3) Conduct follow-up contacts as necessary, with 83.75 departmental staff and managers to clarify questions or concerns that may arise in steps one and two above.
- 4) Develop preliminary report and present **draft** to management team.
- 5) Gather comments, revise phase 1 report and present to the Director.

Deliverable: Present a written and oral summary of the focus group results with written recommendations to the management team and the Director.

Payment upon satisfactory delivery of the above - \$22,800.

Phase 2 - Task Overview and Deliverables

Task Overview: Gather information on service delivery including review of written notices, pamphlets and letters. Conduct surveys regarding customer service and public relations. A breakdown of these tasks are as follows:

- 1) Conduct 3 focus groups with customer groups served by the department.
- 2) Identify points of departmental public contact in which materials and information about services are distributed. Gather materials used to interact with the public including form letters, brochures, informational flyers and public school curriculum. Review electronic information on-line.
- 3) Through discussion with departmental staff and management about the materials and information, **identify** areas in which public information and the public image of the department could be improved. This review and discussion is not limited to print or electronic media and may include internal departmental systems that impact customer service and public perception.
- 4) Develop preliminary report and recommendations for improving departmental practices that affect customer service and public image and present to management team for comment.
- 5) Revise phase 2 deliverable report, as appropriate, and present to the Director.

Deliverable: Present a written and oral summary of results and a written recommendation for improving public relations presented to the Director.

Payment upon satisfactory delivery of the above - \$11,400.

Phase 3 - Task Overview and Deliverables

Task Overview: Focus department management team and facilitate development of project plans and implement timelines. A breakdown of these tasks are as follows:

- 1) Develop a reference matrix for the departmental management team that summarizes recommendations from both reports. Develop materials necessary to conduct off-site retreat.
- 2) Conduct full-day off retreat with the management team to select priorities, establish lead persons for implementing recommendations, hone recommendations to fit Director's and management teams assessment of resources and brainstorm project plans.
- 3) Gather draft project plans from management team lead persons, assist in refining the plans to satisfaction of the Director.
- 4) Develop implementation plan report to include the priorities selected by managers, the rationale for those selections, and **draft** project plans developed through group process (plus refinements).
- 5) Present preliminary plan and gather comments.
- 6) Revise plan as necessary and present to the director in final form.

Deliverable: Produce a written report including draft project plans and timelines as produced by the management team consistent with the overall goals of the agency.

Payment upon satisfactory delivery of the above - \$5795.

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Attachment B

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____ dated _____ by and between SANTA CRUZ COUNTY, DEPARTMENT OF CHILD SUPPORT SERVICES (hereinafter called the DCSS) and ELLEN MCCORD CONSULTING (hereinafter called CONTRACTOR) is amended to read as follows:

Item 1. Guest Speaker Waiver

CONTRACTOR represents to the DCSS that it will accomplish the result required by this Agreement by **manner** and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the DCSS amends the Comprehensive or Commercial General Liability Insurance requirement of said contract by waiving same.

Item 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to the DCSS that it will accomplish the result required by this Agreement by **manner** and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the DCSS amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

Item 3. General No Risk Waiver

CONTRACTOR represents to the DCSS that it will accomplish the result required by this Agreement by **manner** and means which will expose no person to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the DCSS amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

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

By Ellen D. McCord
CONTRACTOR

BY _____
SANTA CRUZ COUNTY
DEPARTMENT OF CHILD
SUPPORT SERVICES

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