



County of Santa Cruz

0111

HUMAN RESOURCES AGENCY

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

September 7, 2001

Agenda: September 25, 2001

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

APPROVAL OF THE MOUNTAIN COMMUNITY RESOURCES INFORMATION AND REFERRAL CONTRACT FOR FY 01/02

Dear Members of the Board:

As you know, the County of Santa Cruz has contracted with Mountain Community Resources (formerly, the Valley Resource Center) Information and Referral Program since 1987. This program provides a vital service to residents of the San Lorenzo Valley and Scotts Valley by serving as a communication link between local residents and the Human Resources Agency. The purpose of this letter is to request your Board's acceptance of unanticipated revenue in the amount of \$23,333 and to request your Board's approval of a contract with Mountain Community Resources for Information and Referral services for FY 01-02. Funds for this contract represent no cost to the County.

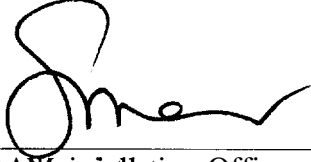
IT IS THEREFORE RECOMMENDED that your Board:

1. Accept unanticipated revenue in the amount of \$23,333;
2. Approve the agreement with Mountain Community Resources providing \$23,333 for information and referral services, and authorize the Human Resources Agency Administrator to sign the agreement.

Very truly yours,

CECILIA ESPINOLA
Administrator

RECOMMENDED:



Susan A. Maurist
County Administrative Officer

Cc: County Administrative Office
Auditor-Controller
HRA Fiscal
Mountain Community Resources

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

01 13

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

FROM: HUMAN RESOURCE AGENCY (Dept.)
[Signature] (Signature) 9/6/01 (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 COUNTY HUMAN RESOURCE AGENCY (Agency) and MOUNTAIN COMMUNITY RESOURCES, P.O. BOX 105 231 MAIN ST. BEN LOMAND, CA 95005 (Name & Address)
- The agreement will provide INFORMATION AND REFERRAL SERVICES TO CURRENT AND POTENTIAL HRA CLIENTS
- The agreement is needed TO CONTINUE PROVISION OF ABOVE SERVICES
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 23,333 (~~Fixed amount~~; Monthly rate; Not to exceed)
- Remarks: W-9 ON FILE CONTACT: R. Brown # 37
(former name: Valley Resource Center)
- Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. C10668 Date 9/12/01
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the ADMINISTRATOR to execute the same on behalf of the SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency).

Remarks: _____
Agreement approved as to form. Date [Signature] (Analyst) By _____ County Administrative Officer
Do [Signature] 9/14/01

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 _____ County Administrative Officer Deputy Clerk

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

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from STATE DEPARTMENT OF SOCIAL SERVICES for CWS program; and

WHEREAS, the County is recipient of funds in the amount of \$ 23,333 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, **BE IT RESOLVED AND ORDERED** that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 23,333 into Department HUMAN RESOURCE AGENCY

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392100	0520	CWS	\$23.333

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392100	3665		,PROF & SPEC. SVC.	\$23.333

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By *Thomas Hines*
Department Head

Date 9/6/01

COUNTY ADMINISTRATIVE OFFICER

AS

Recommended to Board

Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman FC
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

Alvin J. Vely 9/11/01
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

Contract No.

AGREEMENT

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ by and through the HUMAN RESOURCES AGENCY, hereinafter called "COUNTY", and MOUNTAIN COMMUNITY RESOURCES, hereinafter called "CONTRACTOR", hereby agree as follows:

2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 2001 and shall continue in effect through June 30, 2002, unless sooner terminated in accordance with paragraph 18.

3. BASIS OF PAYMENT:

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to: Human Resources Agency, 1020 Emeline Ave., Santa Cruz, CA. (Attn. FK13) in accordance with Exhibit "A" ("Expenditures"), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$23,333 for the period of July 1, 2001 through June 30, 2002.

B. In accordance with Exhibit "A" ("Expenditures"), CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies." Transfers within the "Salaries and Benefits" category may also be made by the CONTRACTOR unless they involve changes in the number and salary of positions. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies," and transfers within "Salaries and Benefits" 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.

C. All fixed assets purchased under this Agreement shall become the property of the COUNTY.

D. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.

E. CONTRACTORS which are non-profit, community based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, including a grant request/expenditure report form as provided by the COUNTY and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation which adequately supports the request. Advances must be approved in writing by the Human Resources Agency Administrator or his/her

designee. Each subsequent payment will be based on actual services.

F. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COUNTY as loss payee, an original certificate for which must be submitted to the COUNTY as part of the advance request and at renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

H. A grant request/expenditure report for the final reporting period of the fiscal year shall be provided to the COUNTY no later than August 15, 2002. CONTRACTOR must account for all interest on an advance and expenditures of such interest as part of this final fiscal report. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COUNTY at that time.

4. PERFORMANCE STANDARDS, DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR shall comply with all the goals and measurable objectives, terms and conditions and all other requirements contained in the County approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if Articles of Incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COUNTY (HRA) on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report to HRA any performance level which drops below 85% of the measurable objectives specified in Exhibit B, shall explain, and shall provide a written plan to correct said non-performance.

D. CONTRACTOR shall be responsible for reporting to COUNTY any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COUNTY. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final quarterly report to COUNTY.

F. CONTRACTOR shall send notices of meetings of its Board of Directors to the Board of Supervisors and the Human Resources Agency 48 hours in advance of the meetings. CONTRACTOR shall send minutes of and any written reports to its Board of Directors to the Board of Supervisors and the Human Resources Agency within 30 days of approval of such minutes. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

G. The COUNTY agrees to adhere to all the provisions of Exhibit "C" ("County Provisions"), attached hereto and incorporated herein by reference.

5. 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.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 them 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 Contract, 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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Contract (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 in 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 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 Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, 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 _____/_____.

(3) Comprehensive or Commercial General 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, if, and only if the subparagraph is initialed by CONTRACTOR and COUNTY _____/_____.

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration date of this 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 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 required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Human Resources Agency, 1020 Emeline St., 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 and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after

effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: Human Resources Agency, 1020 Emeline St., Santa Cruz, CA 95060; Attn: Renee Brown (ES03).

9. 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.

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4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 9B. 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.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this Agreement shall have no force or be effective until so approved, and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.

B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

14. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth

herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

15. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. 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.

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

B. 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 work place; (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.

17. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by State, Federal, or COUNTY statutes which may

affect the provisions, terms or funding of this contract in any manner.

18. EARLY TERMINATION: This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

19. 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.

20. 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.

21. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A - Budget

Attachment B - Scope of Work

Attachment C - County Provisions

Attachment D - Non-Discrimination Agreement

SIGNATURES

COUNTY OF SANTA CRUZ

DATED: _____

By: _____
Human Resources Agency, Administrator

DATED: 8/8/01

CONTRACTOR
By: *Evelyn Hengeveld Bidmon*
CONTRACTOR's Auth. representative
Evelyn Hengeveld Bidmon, Executive Director
Typed Name/Title
Mountain Community Resources

Organization
P.O. Box 105, 231 Main St.
Address
Ben Lomond, CA 95005
City State Zip
(408) 336-8895
Phone
77-0193866
Tax ID #

APPROVED AS TO INSURANCE:

Christina G. Gant 8/8/01
Risk Management

APPROVED AS TO FORM:

Joe M. Scott
County Counsel

Distribution: Human Resources Agency
County Administrative Office
County Counsel
Risk Management
Auditor-Controller
Contractor

Exhibit A

Fiscal Year: **01102** Agency: **Mountain Community Resources**
 Program: **information and Referral**

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EXPENSES

Basic Account Codes	Total Agency Budget FY 00/01	Projected Agency Budget FY 01/02	Total Program Budget FY 00/01	Proposed Program Budget FY 01/02
ALARIES/BENEFITS				
7000 Salaries Total	\$499,201	\$496,671	\$19,413	\$19,266
7100 Employee Health/Retirement	\$37,924	\$40,000		
7200 Payroll Taxes	\$49,856	\$47,836	\$1,971	\$2,215
TOTAL SALARIES/BENEFITS:	\$586,981	\$584,507	\$21,384	\$21,481
SERVICES/SUPPLIES				
8000 Contract Fees: Audit/Acctng	\$12,845	\$14,045		
8010 Purchased Services	\$15,040	\$56,545		
8100 Supplies	\$9,885	\$13,500		
8200 Telephone	\$8,600	\$8,500		
8300 Postage & Shipping	\$5,000	\$6,500		
8400 Occupancy Total	\$21,409	\$23,700	\$1,949	\$1,852
8500 Rent/Maintenance of Equip.	\$400	\$400		
8600 Printing & Publications	\$10,200	\$13,450		
8700 Travel & Transportation	\$6,590	\$8,500		
8800 Conferences/Meetings	\$4,400	6,500		
8900 Assistance to Individuals	\$8,500	\$8,500		
9000 Membership Dues	\$500	\$750		
9100 Gifts and Awards	\$0	\$0		
9200 Interest Expense	\$0	\$0		
9300 Insurance/Bond	\$7,750	\$8,500		
9400 Miscellaneous (1)	\$26,523	\$37,417		
9600 Dist. of Program Costs	\$0	\$0		
9691 Payment/Affiliated Orgs.	\$0	\$0		
TOTAL SERVICES/SUPPLIES:	\$137,642	\$204,807	\$1,949	\$1,852 (2)
GRAND TOTAL EXPENSES:	\$724,623	\$789,314	\$23,333	\$23,333 (3)

(1) This figure reflects funds allocated to build a Reserve Account to ensure MCR's financial stability.

(2) In order to adequately compensate the long time Social Service Aide, all other program costs are provided through other Mountain Community Resources funding streams.

(3) This represents only the portion of the program funded through this Contract. Actual program costs exceed \$65,000.

Attachment B Scope of Work FY 01/02

Fiscal Year: 01/02 Agency: Mountain Community Resources Program: Information and Referral

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome. Please indicate the number of Service Units to be provided.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OUTCOMES
Provide information and Referral services for current and potential HRA clients, using a paid Social Service Aide for 26+ hours per week.	Maintain the 27 hours per week work schedule for the existing Social Service aid, to keep the I & R Program open 9:00 to 5:00 every weekday.	Ongoing from 7/01 - 6/02	Quarterly reports reflect the number of people served, tracing simple and complex, phone and in-person and unduplicated clients.
Projected number of phone contacts: 450 Projected number of in person contacts: 750 Projected number of unduplicated clients provided with services: 500	Track client contacts using existing data systems to complete quarterly reports.	Report to HRA on a quarterly basis	Quarterly reports will be evaluated by the assigned HRA analyst
Provide staff backup, vacation coverage and additional support for the Social Services Aid with trained volunteers	Recruit, train and support volunteers as needed.	Ongoing	Program staff will supervise and evaluate the quality of service provided by volunteers.

Attachment C
County Provisions FY 01/02

Fiscal Year: 01/02 Agency: Mountain Community Resources
Program: Information and Referral

COUNTY PROVISIONS

The COUNTY agrees to adhere to the following provisions:

- A. COUNTY will designate a supervisor-level staff liaison to advise the Social Service Aide and program volunteers about HRA service programs on associated eligibility criteria for various income maintenance and employment service programs.
- B. COUNTY will conduct annual monitoring to review and evaluate CONTRACTOR'S compliance with contract provisions.
- C. County will provide 96 books (24 per quarter) of daily bus passes to Mountain Community Resources for Information and Referral Clients. Written requests for bus pass books are to be submitted to HRA Fiscal Services, P.O. Box 1320, Santa Cruz, CA 95060, Attention FK13.

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

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Mountain Community Resources

NAME OF VENDOFURECIPIENT

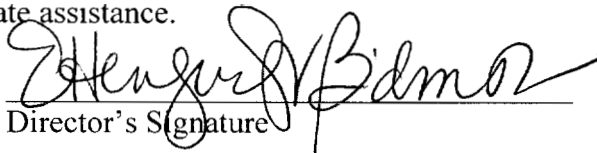
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans 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 8/8/01


Director's Signature

Address of Vendor/Recipient: PO Box 105, 231 Main St., Ben Lomond, CA 95005

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

0130

DATE

08/09/2001

PRODUCER **3**
Bedell/Nelson/Harbert
 PO BOX 1295
 SANTA CRUZ, CA 95061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED **Mountain Community Resources**
 PO Box 105
 Ben Lomond, CA 95005

INSURER A: **NONPROFITS' INSURANCE ALLIANCE**
 INSURER B: **NONPROFITS' INSURANCE ALLIANCE**
 INSURER C: **NONPROFITS' INSURANCE ALLIANCE**
 INSURER D:
 INSURER E:

VALL00

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2001-4103-NPO	05/25/2001	05/25/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
B	AUTOMOBILE LIABILITY	2001-4103-NPO	05/25/2001	05/25/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					EA ACC
EXCESS LIABILITY					OTHER THAN AUTO ONLY: AGG \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE					EACH OCCURRENCE \$
<input type="checkbox"/> DEDUCTIBLE					AGGREGATE \$
<input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS \$
					OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
C	OTHER	2001-4103-NPO	05/25/2001	05/25/2002	Professional 1000000
	Professional Liability				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

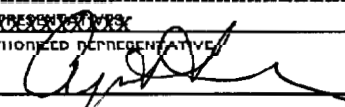
The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insured as respects the operations and activities of, or on behalf of, the named insured, performed under the Agreement with the County of Santa Cruz.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

Renee Brown
County of Santa Cruz
Human Resources Agency
 1020 Emeline
 Santa Cruz, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, WHO MAY BE CONTACTED AT THE ADDRESS OF HIS OR HER OFFICE OR HOME. THIS NOTICE SHALL BE IN WRITING AND SHALL BE DELIVERED TO THE ADDRESS OF THE CERTIFICATE HOLDER. THE INSURER'S OBLIGATION OF LIABILITY OF ANY KIND UNDER THIS POLICY IS LIMITED TO THE AMOUNT OF THE POLICY LIMITS.
 AUTHORIZED REPRESENTATIVE: 

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