

County of Santa Cruz

0121

HUMAN RESOURCES AGENCY

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

September 28,2001 AGENDA: October 16,2001

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

ENHANCEMENT TO CHILD WELFARE SERVICES PROGRAM FLEXIBLE FUNDING FOR CASE PLANS

Dear Members of the Board:

As you know, the County provides a variety of services to abused and neglected children and their families through its Child Welfare Services (CWS) programs. Temporary Assistance for Needy Families (TANF) Incentive Funds are also available to enhance these services that strengthen families and support long-term self-sufficiency, at no additional cost to the County. For the past two years, the Human Resources Agency (HRA) has utilized these funds to create a flexible fund to provide for the immediate needs of families who are working to complete CWS case plans. The purpose of this letter is to request your Board's approval of an agreement with the Youth Resources Bank to continue the flexible fund for CWS case plans.

Contract with Youth Resources Bank- \$70,000

HRA has had a continuing agreement with the Youth Resources Bank to help parents access goods and services needed to maintain safe and stable families, particularly during times of financial crisis. Access to parenting classes, counseling, rent/mortgage assistance, utility assistance, phone assistance, substance abuse treatment, and other services will help more families successfully complete their case plans and demonstrate their ability to keep their children at home with them, safely. Funding for the proposed contract is included in the FY2001/02 County budget. The proposed agreement is attached for your review.

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Agenda:

BOARD LETTER TITLE

IT IS THEREFORE RECOMMENDED that your Board approve an agreement with the Youth Resources Bank in the amount of \$70,000 and authorize the Human Resources Agency Administrator to execute this agreement.

Very truly yours,

leura Espinola CECILIA ESPINOLA

Administrator

Attachment:

Independent Contractor Agreement - Youth Resources Bank

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RECOMMENDED:

SUSAN A. MAURIELLO

manuello Ce County Administrative Officer

cc: County Administrative Office

> Auditor-Controller Youth Resources Bank

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

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то:	Board of Supervisors County Administrative Office Auditor Controller	FROM:	HRA		(Department)				
		BY:	Thane Signature certif	es that approprie	And tions/revenues are	(Signature)	O/ (Date)		
AGRE	EMENTTYPE (Check One)		Expenditure Ag	eementXX	Revenue Agree	ement 🗆			
The B	oard of Supervisors is hereby requeste	ed to approve the	attached agreem	ent and authorize	e <i>the</i> execution of s	same.			
1. Sai	id agreement is between the <u>Huma</u>	n Resources	Agency			(Departr	nent/Agency)		
an	d Youth Resources Bank,	P.O. BOX 18	44, Capitola	, CA 95010		(N	ame/Address)		
2. Th	2. The agreement will provide assistance to families to attain goods and services to maintain								
<u>c</u>]	hildren at home safely.		A CONTRACTOR OF THE CONTRACTOR						
3. Pe	eriod of the agreement is from $\frac{7/0}{}$	1/01		to6/30	/02				
4. A1	nticipated Cost is \$ 70,000.00			Fixed	thly Rate 🔲 Anni	ual Rate 🖾 No	t to Exceed		
Re	emarks: W-9 on file	Contact: J.	Harris x 4	741					
_	etail: XOn Continuing Agreements I Section II No Board letter Section III Board letter req Section IV Revenue Agree	required, will be uired	2 Page CC listed under Item		No: <u>12043</u>	OR ☐ 1 st Tim	ne Agreement		
6. A;	opropriations/Revenues are available a	and are budgeted	lin <u>392100</u>		-— (Index) <u>52</u>	283	(Sub object)		
	NOTE: IF APPRO	PRIATIONS ARE I	NSUFFICIENT, AT	TACHED COMPLI	ETED AUD-74 OR A	UD-60			
	opriations available and		bered. By		er Deputy Supervisors approv	Date: <u>/ 2/s</u> e the agreemen			
				a) to attout on	beran or the	(Dena	rtment/Agency		
Date	10/05/01	-	Ву:	County Administ	rative Office				
Distr	ribution: Board of Supervisors - White Auditor Controller - Canary Auditor-Controller - Pink Department - Gold	proved by sai	nta Cru z ex-offic ornia, do hereby c d Board of Supen	ertify that the for risors as recomm	oard of Supervisors ego ing request for ended by the Coun on	approval of agrety Administrative	eement was ap		
	AOM - 29 (8/01) Title I, Section 300 Proc Man	By: Deputy C	Elerk						
ALC	TOR-CONTROLLER USE ONLY								
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	110	\$	·				Z 0		
	Auditor Description		mount	Index	Sub object	User Code			

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2001 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the YOUTH RESOURCES BANK, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: provision of special activities and services that encourage the formation and maintenance of two-parent families. This will be accomplished by providing assistance with housing, utilities, phones, and other goods and services which support families remaining together and in their homes. These activities are intended to provide short-term services and not basic income support, see Exhibit A, Scope of Services.
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b. COUNTY agrees to pay CONTRACTOR a sum not to exceed \$70,000 for administering a CPS Case Plan Enhancement Fund which shall be used to reimburse service providers who have been approved by COUNTY to provide to eligible participants those services outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain three thousand five hundred dollars \$3,500. of the CPS Case Plan Enhancement Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on May 1,2002.
- C County agrees to advance CONTRACTOR the sum of **thirteen thousand and three hundred dollars \$13,300** upon execution of this Agreement and a request for advance.
- e. In disbursing funds from the CPS Case Plan Enhancement Fund, CONTRACTOR agrees to assume responsibilities outlined in the Scope of Services (Exhibit A).
- f. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms. Reports shall be based on the actual monthly costs of reimbursing service providers. Each report shall be submitted to and approved by the HRA Senior Analyst who coordinates the CPS Case Plan Enhancement Fund prior to subsequent advances by the COUNTY.
- g. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in four subsequent increments of **thirteen thousand and three hundred dollars \$13,300** when the balance of the CPS Case Plan Enhancement Fund drops below \$5,000.
- h. No later than 30 days after the end of the contract period, CONTRACTOR agrees to submit a detailed cost report in the format prescribed the Human Resources Agency. CONTRACTOR shall remit any unexpended funds to the COUNTY at the time CONTRACTOR submits cost report.
 - 3. TERM. The term of this contract shall be July 1,2001 through June 30,2002.

Initials: // CONTRACTOR/COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving thirty (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, 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



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

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



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

B. Other Insurance Provisions

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

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

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

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

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

Jodi. le Harris, Senior Analyst Human Resources Agency 1400 Emeline Avenue Santa Cruz, CA 95060

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY</u>. 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, gender sexual orientation, age (over 18), pregnancy, veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.



- B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, gender, sexual orientation, age (over 18), pregnancy, veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
- (3) In the event of the CONTRACTORs non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 8. <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 judgement 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 Cmz 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. <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>AMENDMENT.</u> This contract may be amended, modified or changed by written consent of both parties.
- 13. <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.
 - 14. <u>ATTACHMENTS</u>. This Agreement includes the following attachments:
 - "A" Scope of Services
 - "B" Assurance of Compliance

Initials: CONTRACTOWCOUNTY

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

COUNTY OF SANTA CRUZ	CONTRACTOR			
By:	By: Ag Chi	copen		
Cecilia Espinola				
Administrator, Human Resources Agency	Agency: Youth Resources	Bank		

Address: P.O. Box 1844

Capitola, CA 95010

Telephone: (831) 454-4236

Tax ID#: 77-0197150

APPROVED AS TO INSURANCE:

Risk Management

APPROVED AS TO FORM:

DISTRIBUTION:

County Administrative Office

Auditor-Controller

Contractor

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EXHIBIT A

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz CPS Case Plan Enhancement Fund, CONTRACTOR shall furnish the following services:

A. Establish CPS Case Plan Enhancement Fund

The purpose of the CPS Case Plan Enhancement Fund is to provide those goods and services designed to encourage the formation and maintenance of two-parent families. Funds may be used to help families access services such as parenting skills training and other forms of counseling. Funds may also be used to provide crisis and intervention services in times of financial crisis. These services might include rent/mortgage assistance, utility assistance, phone assistance, providing for orthodontia services, paying for substance abuse treatment and helping families involved with CPS meet other needs and expenses that may negatively impact their family stability. Eligible uses of the fund include, but are not limited to, the items listed.

It is anticipated that families receiving assistance from this fund will be able to remain intact and in their own homes as a result of the assistance available to them during times of crisis.

The Human Resources Agency's (HRA) CWS staff will complete referral forms, assess client and service provider eligibility, and authorize expenditure of funds from the CPS Case Plan Enhancement Fund.

- B. In disbursing funds to vendors, service providers, or individuals authorized by the COUNTY for payment through the CPS Case Plan Enhancement Fund, the CONTRACTOR shall be responsible for the following:
 - 1. Require that the COUNTY submit completed CPS Case Plan Enhancement Fund check request form with a copy of the vendor invoice or expenditure receipts and corresponding CWS participant's name.
 - 2. Pay authorized vendors, service providers, and individuals in the form of a check, for CWS related expenses.
 - 3. Submit a monthly expenditure report to contract monitor which shall be jointly developed by COUNTY and CONTRACTOR.
 - 4. Comply with all County reporting requirements.

ATTACHMENT B

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ASSURANCE OF COMPLIANCE WITH THE HUMAN RESOURCES AGENCY

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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/0/01/01

Director's Signature

Address of Vendor/Recipient: P.O. BOX1844 Capitala, la 950/0