



# 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.

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,



CECILIA ESPINOLA

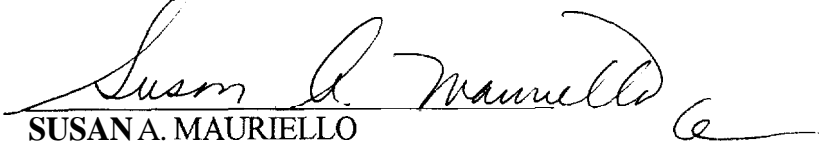
Administrator

Attachment:

Independent Contractor Agreement – Youth Resources Bank

CE\N\SS00\SA00\JODIE\BOARDLTR\CWS flexfund 02.doc

RECOMMENDED:



SUSANA MAURIELLO

County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
Youth Resources Bank

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0123

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: HRA (Department)

BY: James Harris (Signature) 10/01 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement  Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Human Resources Agency (Department/Agency)  
and Youth Resources Bank, P.O. BOX 1844, Capitola, CA 95010 (Name/Address)

2. The agreement will provide assistance to families to attain goods and services to maintain children at home safely.

3. Period of the agreement is from 7/01/01 to 6/30/02

4. Anticipated Cost is \$ 70,000.00  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: W-9 on file Contact: J. Harris x 4741

5. Detail:  On Continuing Agreements List for PI01-02, Page CC-\_\_\_\_ Contract No: 12043 OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5283 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered. Contract No: \_\_\_\_\_  
CC-13 are not will be encumbered. By: Adm. J. Valz Date: 10/3/01  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize \_\_\_\_\_ (Dept/Agency Head) to execute on behalf of the \_\_\_\_\_ (Department/Agency)

Date: 10/05/01 By: Ch. Schz  
County Administrative Office

Distribution: Board of Supervisors - White State of California  
Auditor Controller - Canary County of Santa Cruz  
Auditor-Controller - Pink ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
Department - Gold 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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_\_\_

AOM - 29 (8/01)  
Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$					
Auditor Description	\$	Amount	Index	Sub object	User Code	

25



INDEPENDENT CONTRACTOR AGREEMENT

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party. 0125

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 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. 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

*ACM*

(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

— I —

(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.

Initials: *ACM* / \_\_\_\_\_  
CONTRACTOR/COUNTY

(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:

Jodie Harris, Senior Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. EOUAL 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, 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.

Initials: ABW  
CONTRACTOR COUNTY



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. 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 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. 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. AMENDMENT. This contract may be amended, modified or changed by written consent of both parties.

13. 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.

14. ATTACHMENTS. This Agreement includes the following attachments:  
“A” Scope of Services  
“B” Assurance of Compliance

Initials: ADW  
CONTRACTOR COUNTY



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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Cecilia Espinola  
Administrator, Human Resources Agency

By: *[Signature]*

Agency: Youth Resources Bank

Address: P.O. Box 1844  
Capitola, CA 95010

Telephone: (831) 454-4236

Tax ID#: 77-0197150

APPROVED AS TO INSURANCE:

By: *Janet McKinley* 9-28-2001  
Risk Management

APPROVED AS TO FORM:

By: *Jane M. Scott*  
County Counsel

DISTRIBUTION:

- County Administrative Office
- Auditor-Controller
- Contractor

\\HRAFSNO\DATA\SS00\SA00\JODIE\YRB\YRB CWS flex fund contract 02.doc

Initials: *[Signature]* /  
CONTRACTOR COUNTY

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.

Initials: ABZ / \_\_\_\_\_  
CONTRACTOR COUNTY

**ATTACHMENT B**

0131

**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 10/01/01

  
\_\_\_\_\_  
Director's Signature

Address of Vendor/Recipient: P.O. Box 1844 Capitol, Ca 95010