



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

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

November 5, 2001

AGENDA: December 4, 2001

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA. 95060

### APPROVAL OF WELFARE-TO-WORK CONTRACT

Dear Members of the Board:

As part of the fiscal year 2001-2002 County Budget, your Board approved the continuation of a welfare-to-work contract with the Employment Development Department (EDD) for employment services for non-custodial parents of CalWORKs children, funded through the 85% Welfare-to-Work Formula Grant from the Department of Labor. The purpose of this letter is to approve the contract to continue these services through June 30, 2002.

The employment program for non-custodial parents of CalWORKs children is known as PITCH-Parents in Touch with Children's Happiness. PITCH is a joint effort between the Child Support Department, the Human Resources Agency, and the Employment Development Department, which reaches out to unemployed non-custodial parents in Job Court, offering assistance in securing and maintaining employment. Services provided by EDD through this contract include job search assistance, career exploration, job placement and related services. The contract will be funded for \$37,250 through the federal Welfare-to-Work Formula Grant, at no cost to the County. Due to delays caused by the state required contract format, it is recommended that the contract be approved retroactively from July 1, 2001 through June 30, 2002.

The proposed contract has been approved as to form and insurance by County Counsel and Risk Management, and will be signed by the state EDD after approval by your Board. The contract, which is based on a state boilerplate, is on file with the Clerk of the Board.

## BOARD OF SUPERVISORS

Agenda: November 6, 2001

## APPROVAL OF WELFARE-TO-WORK CONTRACT

IT IS THEREFORE RECOMMENDED that your Board approve a contract in the amount of \$37,250 with the Employment Development Department for employment services to non-custodial parents of CalWORKs children, and authorize the Human Resources Administrator to sign the contract on behalf of the County.

Very truly yours,

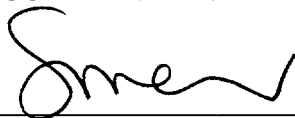


CECILIA ESPINOLA  
Administrator

Attachment

CEVP\AK

RECOMMENDED:



SUSANA A. MAURIELLO  
County Administrative Officer

CC: County Administrative Office  
Auditor Controller  
HRA-Fiscal  
Contractor



Project Code: **491****STANDARD AGREEMENT FOR EMPLOYMENT SERVICES**

This Agreement is entered into by and between the Santa Cruz County Human Resources Agency, hereinafter referred to as the "Administrative Entity," and the Employment Development Department of the State of California, hereinafter referred to as "EDD." The purpose of this Agreement is for EDD to provide specific employment services to the Administrative Entity. All services shall be performed in accordance with the provisions hereinafter and herein expressed.

1. The term of this Agreement shall be July 1, **2001** through June 30, **2002**. The Administrative Entity shall reimburse EDD in the amount not to exceed Thirty seven thousand two hundred fifty and No/100 Dollars (**\$37,250.00**) for the services to be provided as set forth in this Agreement.
3. The following exhibits are attached hereto and are made a part of this Agreement:

Exhibit A, General Services  
 Exhibit 5, Scope of Services to be Performed  
 Exhibit C, Schedule of Expenditures  
 Exhibit D, Budget

*Approved as to Insurance*  
 By Janet McKinley  
*Risk Manager*  
 Date 11-1-2001

APPROVED AS TO FORM:  
 By [Signature]  
 Office of the County Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

EDD	Administrative Entity
Employment Development Department	Human Resources Agency of Santa Cruz County
By (Authorized Signature)	By (Authorized Signature)
Printed Name and Title of Person Signing <b>John Padley</b> <b>Northern Division Chief</b>	Printed Name and Title of Person Signing  <b>Cecilia Espinola, Administrator</b>
Address <b>2901 50<sup>th</sup> Street</b> <b>Sacramento, Ca 95817-2399</b>	Address <b>1000 Emeline Street</b> <b>Santa Cruz, Ca. 95060</b>

**DEPARTMENT OF GENERAL SERVICES USE ONLY**

#### 4. General Provisions

- A. This Agreement shall be governed by the laws of the State of California except to the extent that federal law and regulations govern the operation of the Workforce Investment Act program.
- B. Both parties to this Agreement agree to adhere to appropriate federal and State legislation concerning nondiscrimination and affirmative action procedures.
- C. Each of the parties and the agents and employees of each party in the performance of this Agreement shall act in an independent capacity and not as officers and agents of the other party.
- D. This Agreement contains the entire agreement of the parties and supersedes all negotiations and other agreements between them.
- E. This Agreement may be amended only in writing with mutual consent of both parties.
- F. EDD agrees to make available at the participating local office(s) identified in the Agreement, any records of client services maintained under this Agreement for inspection, audit, or reproduction by an authorized representative of the Administrative Entity during normal business hours. Financial records pertaining to the Agreement will be maintained in EDD's Central Office in Sacramento.
- G. EDD shall maintain records documenting payments received and provided under this Agreement for at least three years from the final payment date of this Agreement. If EDD receives notice that any litigation, claim, or audit has begun before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings are resolved.
- H. EDD may maintain any of the records required to be kept under this Agreement by substituting photographs, microphotographs, or other authentic reproductions of such records.
- I. In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.
- J. In the event of a dispute between EDD and the Administrative Entity over any part of this Agreement, the dispute may be submitted to non binding arbitration upon the consent of both parties. An election for arbitration pursuant to this Agreement shall not preclude either party from pursuing any remedy for relief otherwise available.
- K. The State of California has elected to be insured for its general liability, motor vehicle, and Workers' Compensation liability exposures through a self-insurance program. EDD

General's office. EDD is covered by Workers' Compensation insurance pursuant to agreement with the State Compensation Insurance Fund. EDD is covered by self-insured vehicle liability administered by the Office of Insurance and Risk Management of the Department of General Services.

- L. EDD is subject to the Single Audit Act of 1984. Work of EDD's internal Auditors and/or the Single Audit of EDD will be utilized to satisfy the audit requirements of this Agreement. This Agreement shall be subject to the examination and audit of the State Auditor for a period of three years after final payment.
- M. EDD agrees to conform to nondiscrimination provisions of the Workforce Investment Act and other federal nondiscrimination requirements as referenced in 29 CFR, Part 34, Subpart B, Section 34.20.
- N. EDD agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto.
- O. This Agreement shall have no force and effect until signed by both parties, and, if applicable, approved by the Department of General Services.

## 5. **Fiscal Provisions**

The specific cost for services provided under the Agreement are set forth in Exhibit D entitled "Budget." EDD will begin invoicing once the Fiscal Programs Division has received a copy of the contract signed by both parties. EDD will invoice on or about the 10th of each month based upon actual expenditures. These expenditures will be supported by monthly expenditure reports, which will accompany the invoices. Invoices will reference the contract number and will be sent to:

Santa Cruz County Human Resources Agency  
Administrative Entity's Name

1000 Emeline Street  
Address

Santa Cruz , Ca 95060

City, State, Zip

Alan Knox. attn

In consideration of the performance and completion of the foregoing and upon receipt of a detailed invoice, in triplicate, monthly in arrears, the Administrative Entity shall issue payments so that they are received by EDD no later than the 23<sup>rd</sup> day of each month in order that EDD may deposit such payments in a timely manner with the State Controller for disbursements occurring at the end of the billing period. The payments shall reference the invoice number and be sent to:

Employment Development Department  
Accounting Section, MIC 70  
P.O. Box 826217  
Sacramento, CA 94230-6217

Within the authorized closeout period or 60 days after the end of the contract period, whichever is earlier, EDD will submit a final report reflecting actual expenditures. If a refund is due the Administrative Entity, it will be submitted with the final report. If actual expenditures exceed payments, the Administrative Entity will then be billed for the difference.

## **6. Program Operation**

EDD shall administer this Agreement in accordance with the Federal Workforce Investment Act, Unemployment Insurance Code, Sections 15000 to 15087, and applicable federal and State regulations and directives.

## **7. Termination**

- A. This Agreement may be terminated by either of the parties by notifying the other party in writing 30 days prior to the effective date of termination.
- B. If during the term of this Agreement, the State and/or federal funds appropriated for the purposes of this Agreement are reduced or eliminated by the California Legislature or the United States government, the Administrative Entity may immediately terminate this Agreement upon written notice to EDD.
- C. If this Agreement is terminated before the end of its term, EDD shall be paid for all staff time encumbered or used during this Agreement through the date of termination.
- D. Notice required by this paragraph will be effective upon delivery to the Contract Monitor.

**E. Contract Monitor**

The name and address of the Contract Monitors for EDD and the Administrative Entity are as follows:

EDD

Name & Title: Pam McClendon, Manager

Address: Workforce Santa Cruz/Mid-county Career Center, 2045 40<sup>th</sup> Ave, Capitola, Ca. 95010

Telephone: (831) 464-6261

**ADMINISTRATIVE ENTITY**

Name & Title: Alan Knox

Address: CareerWorks, 1040 Emeline St. Santa Cruz, Ca 95060

Telephone: (831) 454-4598

## GENERAL SERVICES

The services listed below may or may not be included in this Contract. The specific services to be provided under the conditions of this Agreement are set forth in Exhibit B. The services offered by EDD include the following:

- A. Recruitment - Recruitment is the process of seeking out clients to participate in the program. It could include search for, and identification of, clients from records maintained by EDD, the use of public service announcements, paid advertising, coordination with schools, and community groups.
- B. Assessment - Assessment interviews are designed to determine a client's employability, aptitude, abilities and interest, and include a review of the client's education, training, and work history. Assessment may include client proficiency and aptitude testing, personal characteristic screening, and registration.
- C. Job Search Training - Job Search Training provides clients with necessary skills and abilities to improve the probability that they will find employment through their own efforts. Job Search Training involves group sessions normally made-up of from as few as five to a maximum of 25 participants per session. Number of sessions, duration, number of participants per session, and frequency may vary depending on client needs and capability.
- D. Supervised Job Search - Supervised Job Search is an organized method of seeking work which includes access to phone banks in a clean and well-lit place, job orders, and direct referrals to employers. Supervised Job Search is overseen, reviewed, and critiqued by a person who has been trained or has experience in job placement activities.
- E. Placement - Job development and placement services are designed to meet the unique needs of specific client groups. Placement is the process of matching clients seeking work with employers seeking workers. Job development is to contact employers to solicit job openings for a specific client. When necessary, employer-hiring requirements will be negotiated to improve employment prospects for the client group. Clients will be briefed and prepared prior to employer interviews so they present their qualifications in the best light.
- F. Employment Counseling - Employment Counseling is aimed at helping the participant reach an informed decision on an appropriate employment goal. This service shall be performed by a person who has been trained or has experience as an employment counselor.

- G. Contract Negotiations/Coordinating On-the-Job Training (OJT) — In this activity, EDD on behalf of the Administrative Entity, **will** negotiate OJT contracts with employers to train clients for the purpose of improving the client's **skills** and job readiness. Contracts negotiated by EDD **will** be entered into between the Administrative Entity and the employer(s). EDD **will** assure referral of clients to the employer under terms and conditions stipulated by the Administrative Entity. EDD may also maintain records and monitor the OJT contracts on behalf of the Administrative Entity when specified in Exhibit B.

### **SCOPE OF SERVICES TO BE PERFORMED**

Name of Administrative Entity: Santa Cruz County Human Resources Agency  
(Show the name of the contracting Administrative Entity)

Title of Project : Job Readiness Services to Non Custodial Parents

Location where services will be performed: 1040 Emeline St. Santa Cruz

Type of clients to be served: (youth, displaced workers, etc.): Non-custodial parents of Cal WORKS children

Purpose of the project: To mitigate the dependence of children on the CalWORKS program by assisting unemployed or underemployed non-custodial parents find and keep employment.

Project objectives: The Goal is to serve 100.

## SCHEDULE OF EXPENDITURES

The following schedule reflects expenditures estimated to be accrued during the indicated month. It is anticipated that invoicing will reflect these amounts or adjustments thereto.

MONTH	ESTIMATED EXPENDITURES
1. July 2001	\$ 3104.17
2. August 2001	\$3104.17
3. September 2001	\$ 3104.17
4. October 2001	\$3,104.17
5. November 2001	\$3,104.17
6. December 2001	\$3,104.17
7. January 2002	\$3,104.17
8. February 2002	\$3,104.17
9. March 2002	\$3,104.16
10. April 2002	\$3,104.16
11. May 2002	\$3,104.16
12. June 2002	\$3,104.16
TOTAL	\$ 37,250.00
(To equal total amount set forth in Budget, Exhibit D.)	

\*Amount indicated will be adjusted by difference between actual and invoiced expenditures for period two months prior.

Contract Name: Santa Cruz County  
Term of Contract: 07/1/01 to 06/30/02  
Field Office/Division: Capitola #0470

EDD Contract: M277927  
Project Code: 491

0145

Exhibit D  
Budget Detail Sheet (by PYs)  
SFY 2001-02\*

**PERSONAL SERVICES & PERSONNEL BENEFITS IPS & PB)**

<u>Classification</u>	<u>Annual Salary</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total costs</u>
EPR-C	\$47,274	1023.150	0.58944	\$27,865
Sub -Total		1023.150	0.58944	\$27,865 (A)
Administrative Staff and Technical (AS&I) ( 7.32% of (A))				\$2,040
Sub - Total				\$29,905 (B)
Personnel Benefits (24.56% of (B)) (Includes AS&I)				\$7,345
TOTAL PS & PB				\$37,250

**OPERATING EXPENSES & EQUIPMENT (OE&E)**

Allocated OE&E (22.75% of (B))	\$0	
Direct OE&E		
Expense Type		
for items such as:	Est. Cost	
equipment,	\$0	
supplies,		
travel, etc.		
Total Direct OE&E	\$0	
TOTAL OE&E		\$0
CONTRACT TOTAL		\$37,250

\* Rates may be subject to change.

\* Please Note: If Staff is outstationed DO NOT include the allocated OE&E