



County of Santa Cruz

0225

HUMAN RESOURCES AGENCY

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

May 7, 2002

AGENDA: May 21, 2002

BOARD OF SUPERVISORS

county of santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

CHILD WELFARE SERVICES CONTRACT AWARDS: CHILD ABUSE PREVENTION INTERVENTION AND TREATMENT (CAPIT) AND COMMUNITY BASED FAMILY RESOURCE AND SUPPORT PROGRAM (CBFRS)

Dear Members of the Board:

On April 16, 2002, your Board authorized the Human Resources Agency (HRA) Administrator to issue a Request for Proposals (RFP) for the Child Abuse Prevention, Intervention, and Treatment Program (CAPIT) and the Community Based Family Resource and Support Program (CBFRS). The HRA Administrator was directed to return to your Board on today's agenda with recommendations for the awards of contracts for the period from July 1, 2002 through June 30, 2005. The purpose of this letter is to request your Board's approval of HRA's recommendation to contract with the Parents Center to provide services for the CAPIT program, and with Community Bridges/La Manzanita Community Resources to provide services for the CBFRS program. All agreements referenced in this letter are on file with the Clerk of the Board. These contracts are 100% funded by State and Federal revenue.

As you may recall, the CAPIT contract provides counseling services, home visiting services and parent education to families who are at risk of child abuse and neglect. The CBFRS contract provides for on-site childcare to enable parents to participate in parent education classes, support groups, and training offered by various agencies throughout the county as recommended by the Children's Network.

HRA issued the RFP for FY 2002/03 CAPIT and CBFRS services on April 17, 2002. In response to the RFP, HRA received one proposal for each program. The Parents Center submitted a proposal to provide CAPIT services, and Community Bridges submitted a proposal to provide CBFRS services. The proposals were evaluated by a Proposal Review Committee composed of HRA staff, Health Services Agency staff and a representative from the Children's Network who is knowledgeable in children's services. The proposals were judged by the Committee to be reasonable and responsive to

BOARD OF SUPERVISORS

Agenda: May 21,2002

CHILD WELFARE SERVICES CONTRACT AWARDS

the RFP; therefore, the Committee determined that both the Parents Center and Community Bridges demonstrated the experience, qualifications and administrative capability for the successful delivery of these contracted services. HRA recommends that your Board approve a three-year CAPIT contract with the Parents Center in the amount of \$117,001 for FY 02/03, \$96,354 for FY 03/04 and \$75,000 for FY 04/05. In addition, HRA recommends that your Board approve a one-year CBFRS contract with Community Bridges in the amount of \$12,373 from July 1,2002 through June 30,2003 with the option to renew the contract for two additional years. Payments under both of these contracts are contingent upon the availability of State and Federal funds.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the agreement for the period from July 1,2002 through June 30,2005 with the Parents Center for the Child Abuse Prevention, Intervention and Treatment Program in the amount of \$117,001 for FY 02/03, \$96,354 for FY 03/04 and \$75,000 for FY 04/05 and authorize the Human Resources Agency Administrator to execute the agreement, contingent upon your Board's approval of the Human Resources Agency FY 2002/03 budget; and
2. Approve the agreement with Community Bridges/La Manzanita Community Resources in the amount of \$12,373 and authorize the Human Resources Agency Administrator to execute the agreement; contingent upon your Board's approval of the Human Resources Agency FY 2002/03 budget; and adopt the attached resolution accepting and appropriating \$9,280 in unanticipated revenue into the Family Relations 392400-budget index.

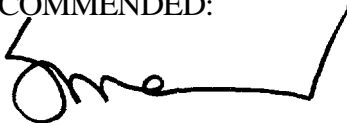
Very truly yours,



CECILIA ESPINOLA
Administrator

CE/JH:

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
Parents Center
Community Bridges

0227

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 CBFRS
_____ for _____ **program**; and

WHEREAS, the County is recipient of funds in the amount of \$ 9,280.00 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 \$ 9,280.00 into Department Human Resources Agency

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>.Amount</u>
001	392400	0884	State to local agency	\$9,280.00

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>.Amount</u>
021	392400	5188		Contribution to other Agencies	\$9,280.00

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 Heck*
Department Head

Date 5/1/02

COUNTY ADMINISTRATIVE OFFICER

OKS

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. Oberholzman III
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

K. Rajan 05/09/02
Auditor-Controller

Distribution:

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0229

To: Board of Supervisors
 County Administrative Office
 Auditor Controller

FROM: Santa Cruz County Human Resources Agency (Department)
 BY: [Signature] (Signature) 5/7/02 (Date)
 Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (check One)

Expenditure Agreement

Revenue Agreement

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

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
 and Parents Center, 530 Soquel Ave., Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide counseling and parent education services to families at risk of
child abuse and neglect

3. Period of the agreement is from July 1, 2002 to June 30, 2005

4. Anticipated Cost is \$ 288,355.00 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: N 02/03 \$117,001 N 03/04 \$96,354 FY 04/05 \$75,000

W-9 on file Contact: Jodie Harris ext. 4247

5. Detail: On Continuing Agreements List for FY 02-03 . Page CC- Contract No: 20778 OR 1st Time Agreement

- Section II No Board letter required, will be *lied* under Item 8
- Section III Board letter required
- Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392400 (Index) 5100 (Sub object)

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

Appropriations are available and have been encumbered.
 are not available and will be encumbered.

Contract No: 20778

By: [Signature]
 Auditor-Controller Deputy

Date: 05/09/02

SUBJECT TO 02-03 BUDGET APPROVAL

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

Date: 5/10/02

By: [Signature]
 County Administrative Office

Distribution:

Board of Supervisors - White
 Auditor Controller - Canary
 Auditor-Controller - Pink
 Department - Gold

State of California
 County of Santa Cruz

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 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	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, PARENTS CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. CONTRACTOR shall provide the services described in Exhibit "A" ("Program Responsibilities and Functions") attached hereto, during the term of this Agreement.
 - B. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "A" ("Program Responsibilities and Functions") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. The timely submission of all reports is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this contract when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

Submit Reports to:
 Human Resources Agency
 Attn: Jodie Harris, Program Liaison
 PO Box 1320
 Santa Cruz, CA 95061

- C. 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, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide COUNTY with client records upon request, for the purpose of verifying compliance with this Agreement.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget"), 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 \$117,001 for the period of July 1, 2002 through June

30,2003, \$96,354 for the period of July 1,2003 through June 30, 2004,and \$75,000 for the period of July 1,2004 through June 30,2005.

Submit invoice for payment to:
Human Resources Agency
Attn: Bonnie Higgins
1000 Emeline Ave.
Santa Cruz, CA 95060

- 3. TERM. The term of this contract shall be July 1,2002 through June 30,2005.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 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 CONTRACTORS 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 _____

- 2) Automobile Liability Insurance for each of CONTRACTORS 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 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. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____

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:

Human Resources Agency
 PO Box 1320
 Santa Cruz, CA 95061 Attn: Jodie Harris

- 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 coverage. All certificates of Insurance shall be delivered or sent to:

Human Resources Agency
 PO Box 1320
 Santa Cruz, CA 95061 Attn: Jodie Harris

7. 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 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 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. 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.

PRINCIPAL TEST. 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 judgment 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 Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 12. 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.
- 13. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit "A" Program Responsibilities and Functions
- Exhibit "B" Program Budget
- Exhibit "C" Assurance of Compliance

14.

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: *[Signature]*

By: _____

Typed Name: _____

Address: 530 Soquel Ave.
Santa Cruz, CA. 95062

Telephone: _____

Tax ID #: _____

2. APPROVED AS TO INSURANCE:

By: *[Signature]* 5/23/02
Risk Management

3. APPROVED AS TO FORM:

By: *[Signature]*
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
Parents Center

**EXHIBIT A
PROGRAM RESPONSIBILITIES AND FUNCTIONS**

CHILD ABUSE PREVENTION, INTERVENTION & TREATMENT PROGRAM

PARENTS CENTER

Under this Agreement, the Parents Center agrees to the following:

1. Comply with the most current version of the Santa Cruz County "Standards of Accessibility for Latino Services" as provided by the Human Resources Agency.
2. Meet quarterly with Family and Children's Services Division staff to assess progress towards measurable outcomes for Child Abuse Prevention, Intervention & Treatment (CAPIT) Program activities. Parents Center will be responsible for measuring outcomes of CAPIT Program activities.
3. Provide quarterly activity reports which describe activities performed and quantities of services provided (e.g. number of clients served, hours of service provided); in each of the program services components.
4. Provide the following scope of bilingual, English/Spanish, services in both North and South County in each of the program services components:

A. Individual, Family and Group Counseling

	Counseling Services to Children	Counseling Services to Adults	Counseling Services to Families
FY 02/03	200	240	20
FY 03/04	166	200	17
FY 04/05	130	156	13

B. Parenting Classes

	Parenting Classes to Adults
FY 02/03	100
FY 03/04	83
FY 04/05	65

C. Home Visiting **Services**

0238

	Home Visiting Services to Children	Home Visiting Services to Adults
FY 02/03	76	45
FY 03/04	60	37
FY 04/05	50	29

EXHIBIT B
BUDGET

FY 2002 - 2003				
Specialized Counseling	Parenting Classes	Home Visiting	Total Proposed Program Budget	
31,200	19,500	23,400	\$74,100	
3,600	1,800	2,400	\$7,800	
3,300	1,780	2,490	\$7,570	
\$38,100	\$23,080	\$28,290	\$89,470	

SALARIES & BENEFITS

Salaries

Employee Health

Payroll Taxes

TOTAL

SALARIES/BENEFITS

FY 2003 - 2004				
Specialized Counseling	Parenting Classes	Home Visiting	Total Proposed Program Budget	
25,695	16,059	19,271	\$61,025	
2,965	1,482	1,977	\$6,424	
2,718	1,466	2,051	\$6,234	
\$31,377	\$19,008	\$23,298	\$73,683	

FY 2004 - 2005				
Specialized Counseling	Parenting Classes	Home Visiting	Total Proposed Program Budget	
20,001	12,501	15,001	\$47,502	
2,308	1,154	1,539	\$5,000	
2,115	1,141	1,596	\$4,853	
\$24,424	\$14,795	\$18,135	\$57,355	

SERVICES & SUPPLIES

Audit

Conferences/Meetings

Insurance/Bond

Maintenance of Equipment

Miscellaneous

Occupancy total

Postage

Printing

Professional Services

Supplies

Telephone

Travel & Transportation

TOTAL

SERVICE/SUPPLIES

000	0	000	\$1,200	
505	0	0	\$1,165	
1,200	300	1,200	\$2,700	
1,200	0	000	\$1,800	
0	0	0	\$0	
4 00	1,200	2,400	\$8,400	
300	300	300	\$900	
0	0	390	\$390	
1,200	0	1,200	\$2,400	
600	176	600	\$1,376	
1,200	1,200	1,200	\$3,600	
1,200	0	2,400	\$3,600	
\$12,865	\$3,176	\$11,490	\$27,531	

494	0	494	\$988	
465	0	494	\$959	
988	247	988	\$2,224	
988	0	494	\$1,482	
0	0	0	\$0	
3,953	988	1,977	\$6,918	
247	247	247	\$741	
0	0	321	\$321	
988	0	988	\$1,977	
494	145	494	\$1,133	
988	987	987	\$2,962	
988	0	1,977	\$2,965	
\$10,595	\$2,614	\$9,461	\$22,671	

385	0	385	\$769	
362	0	385	\$747	
769	192	769	\$1,731	
769	0	385	\$1,154	
0	0	0	\$0	
3,077	769	1,539	\$5,385	
192	192	192	\$577	
0	0	250	\$250	
769	0	769	\$1,539	
385	113	385	\$882	
769	768	768	\$2,306	
768	0	1,539	\$2,307	
\$8,246	\$2,035	\$7,365	\$17,646	

\$50,965	\$26,256	\$39,780	\$117,001	
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\$41,972	\$21,622	\$32,760	\$96,354	
-----------------	-----------------	-----------------	-----------------	--

\$32,670	\$16,830	\$25,500	\$75,000	
-----------------	-----------------	-----------------	-----------------	--

GRAND TOTAL

0239

Initial _____ / COUNTY

Exhibit C

0240

**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 _____

Director's Signature

Address of Vendor/Recipient: _____

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0241

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Santa Cruz County Human Resources Agency (Department)

BY: [Signature] (Signature) 5/7/02 (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 Santa Cruz County Human Resources Agency (Department/Agency)
and Community Bridges/La Manzana, 236 Santa Cruz Ave., Aptos, CA 95003 (Name/Address)

2. The agreement will provide child care/parent education services

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ 12,373.00 ✓ Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: W9 on file Contact: Jodie Harris ext. 4741

5. Detail: On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: 21389 OR 1st 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 392400 (Index) 5188 (Sub object)

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

Appropriations are available and will be encumbered. Contract No: 21389
are not available and will be encumbered. By: [Signature] Date: 05/09/02
02-03 Auditor-Controller Deputy

SUBJECT TO BUDGET APPROVAL

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

Date: 5/10/02 By: [Signature]
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__

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

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2002 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and COMMUNITY BRIDGES / LA MANZANA COMMUNITY RESOURCES hereinafter called CONTRACTOR. The parties agree as follows:

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

- Scope of Services - Exhibit A
- Program Budget - Exhibit B

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Total Cost of \$12,373 to be paid 11 monthly installments of \$1,030 and a 12th installment of \$1,043 based upon CONTRACTOR'S invoice. All invoices are to be sent to:

HRA
 Bonnie Higgins FC13
 1000 Emeline Avenue
 Santa Cruz, CA 95060

Progress reports on required activities shall be submitted on the following dates: October 15, 2002, January 15, 2003, April 15, 2003, and June 15, 2003 to:

Jodie Harris, Senior Analyst
 PO Box 1320
 Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2002 through June 30, 2003.

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

5. INDEMNIFICATION FOR DAMAGES, TAXES AND 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 CONTRACTORS 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.

Initials  / _____
 CONTRACTOR COUNTY

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

_____.

(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

Initials: /

CONTRACTOR/COUNTY

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"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, PO Box 1320, Santa Cruz, CA 95061."

(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
PO Box 1320
Santa Cruz, CA 95061

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, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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

Initials: 
CONTRACTOR COUNTY

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, 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 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. 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.

PRINCIPAL TEST. 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

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CONTRACTOR COUNTY **37**

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. 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 Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ACKNOWLEDGEMENT. All reports and literature produced through services funded by the Santa Cruz Board of Supervisors must include an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to the Agency.

13. ATTACHMENTS. This Agreement includes the following attachments:

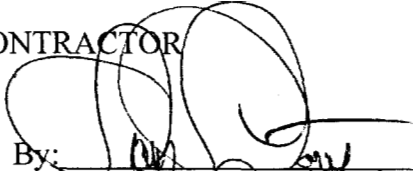
- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Assurance of Compliance

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

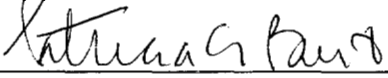
COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Human Resources Agency

By: 
Address: 236 Santa Cruz Ave.
Aptos CA 95023
Telephone: 1-888-8840 x 201
Tax ID#: 94-2460211

APPROVED AS TO INSURANCE:

By:  5/13/02
Risk Management

APPROVED AS TO FORM:

By: 
County Counsel

DISTRIBUTION:

- Auditor-Controller
- Contractor

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CONTRACTOR/COUNTY

EXHIBIT A

SCOPE OF SERVICES

1. Continue implementation of a Child Care/Parent Education Project (CCPEP) through which childcare services will be provided to existing parent education and support services offered throughout the County:
2. Develop a mechanism which will inform service providers of the availability of the CCPEP; develop application forms to be completed by interested providers; develop criteria for selection; all of the above to be approved by the Child Abuse Prevention Committee of the Children's Network
3. CCPEP will provide the following services:
 - . The provision of trained, qualified on-site child care providers for young children and their siblings while their parents are in waiting rooms of community-based organizations or attending parent education classes, support groups, or trainings.
4. In conjunction with Child Development Resource Center (CDRC) establish an ongoing pool of qualified child care/parent education providers who must fulfill the following requirements:
 - a. Pass a "Trustline" screening check, which shall be administered by CDRC. Created by the California Legislature, the Trustline check is a statewide strategy which incorporates background checks on potential child care workers including child abuse and criminal history checks.
 - b. Pass a screening process, which assesses candidates in areas of child development, parenting, and cultural competency.
 - c. Successfully complete a training course for CCPEP Trustline child care/parent education providers. Training program shall be developed in consultation with Cabrillo College Early Childhood Education program. Core training curriculum shall include specific information on event-based childcare, modeling parent skills, developmental issues for young children, and cultural competency.

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 CONTRACTOWCOUNTY

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

- 5. CONTRACTOR shall work with a representative from each agency to develop a schedule of dates and times when CCPEP providers are needed.
- 6. CONTRACTOR shall ensure the following amount of service:

	Total Number of Children ages 0-5 to be served	Total Number of Children ages 6-18 to be served
FY 02/03	100	50

- 7. CONTRACTOR shall receive requests for CCPEP providers from designated agency staff members representing the collaborative partners. CONTRACTOR shall make all payments for CCPEP services directly to the collaborative partner (agency) utilizing the service.
- 8. CONTRACTOR shall ensure that all CCPEP services offered are exempt from State of California day care licensing requirements.
- 9. CONTRACTOR shall develop and implement one standard pre and post test instrument to be completed by parents participating in programs supported by CCPEP providers. This instrument shall measure changes in satisfaction with event-based child care arrangements. CONTRACTOR shall submit instrument to COUNTY.
- 10. CONTRACTOR shall assess level of interest for expanding CCPEP.
- 11. CONTRACTOR shall make bi-monthly oral reports to the Child Abuse Prevention subcommittee of the Children's Network.
- 12. CONTRACTOR shall comply with all COUNTY reporting requirements.

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EXHIBIT C**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY****NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

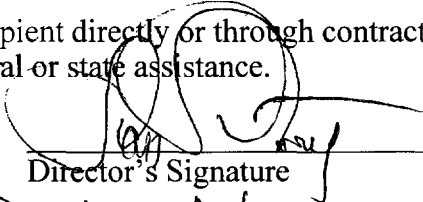
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans 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) (1), (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 5/7/02


Director's Signature

Address of Vendor/Recipient: 236 Santa Cruz Ave., Apt 603, CA 95003