County of Santa Cruz

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

November 15,2005 AGENDA: December 6,2005

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

AMENDMENT TO SENIOR NETWORK SERVICES PILOT PROJECT CONTRACT

Dear Members of the Board:

As you know, your Board recently approved an extension of the Senior Network Services Registry Pilot Project to serve the In-Home Supportive Services consumers in need of care providers. To ensure full payment to Senior Network Services for their services, an amendment to contract number 53403-01 (attached) is necessary. The contract amendment changes the beginning of the entered into agreement date to September 1, 2005 from the original contract date that read September 28, 2005.

IT IS THEREFORE RECOMMENDED that your Board approve the amendment to contract number 53403-01 with the Human Resources Agency and Senior Network Services that changes the beginning date to September 1, 2005, as recommended by the Human Resources Agency Director.

Very truly yours,

Cecilia Espinola

CECILIA ESPINOLA
Director

CE\gg n:\Board Letters\FY05-06\Adult & LTC Division\IHSS\Amendment to Senior Network Services Pilot Project Contract

Attachments: Senior Network Services Contract Amendment
Senior Network Services Contract #53403-01
ADM 29

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Officer
Auditor/Controller
Senior Network Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: **HUMAN RESOURCES AGENCY**

By: Frances Hicks (Signature) 11/16/05 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Amendment ☑ 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 **County of Santa Cruz Human Resources Agency**

   and **Senior Network Services, 1777-A Capitola Rd., Santa Cruz, CA 95062** (Name/Address)

2. The agreement will provide **an amendment to change the beginning date of the contract**

3. Period of the agreement is from **September 1, 2005** to **January 31,2006**

4. Anticipated Cost is $ **16,000** . ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☑ Not to Exceed

   Remarks : **'Contact: G. Goudreau; An amendment to change the beginning date to September 1,2005**

5. Detail: ☐ On Continuing Agreements List for FY - PageCC- Contract No: **53403-01** 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 **392100** (Index) **4545** (Subject)

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

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

Contract No: **53403-01**

By: Marianne Ellis Date: 11/18/05

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the **Human Resources Agency Director** to execute on behalf of the **County of Santa Cruz Human Resources Agency**

Date: 11/21/05 By: Sam Pellum

Countv 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___

ADM – 29 (8/01)
Title 1, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ Document No. _____ JE Amount _____ Lines _____ H/TL _____ Keyed By _____ Date

TC110 _____ Auditor Description $ _____ Amount / _____ Index _____ Sub-Object _____ User Code

AMENDMENT TO AGREEMENT #53403-01

The parties hereto agree to amend that certain Agreement dated September 28, 2005, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY and SENIOR NETWORK SERVICES by:

Revising the term of the agreement to read:

3. TERM. The term of this contract shall be September 1, 2005 through January 31, 2006.

All other provisions of said Agreement shall remain the same.

COUNTY OF SANTA CRUZ

By: Don Allegri

Printed: Don Allegri

Date: 11/16/05

CONTRACTOR

Senior Network Services

BY: Brenda Moss

Printed: Brenda **Moss**

Address: 1777-A Capitola Avenue
Santa Cruz, CA 95062

Telephone: (831) 462-1433

Date: 11-15-05

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 28th day of September, 2005 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Senior Network Services, 1777-A Capitola Road, Santa Cruz, CA 95062, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

   Provide access to in-home care registry services for potential In-Home Supportive Services (IHSS) independent providers. This registry model will link independent providers to consumers of IHSS to provide in-home domestic or personal care services.

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

   Payment not to exceed $16,000.
   Submit invoice for payment to:

   Human Resources Agency
   Attn: Gail Goudreau, Analyst LA01
   P.O. Box 1320
   Santa Cruz, CA 95061

3. **TERM.** The term of this contract-shall be September 28, 2005 through January 31,2006.

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 CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sale 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 CONTRACTORS 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

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: 0185

Human Resources Agency
Attn: Gail Goudreau, Analyst LA01
P.O. Box 1320
Santa Cruz, CA 95061

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), 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), 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) 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.

3) The CONTRACTOR shall cause the foregoing provisions ***of*** this Subparagraph 76. 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.

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

B. Non-Profit Contractors. The CONTRACTOR is a non-profit corporation, not otherwise exempted from the requirements of Santa Cruz County Code Chapter 2.122, if this section is initialed by COUNTY Bem. Non-profit contractors shall be subject to and shall comply with the applicable provisions of Santa Cruz County Code Section 2.122.050 if this subparagraph is initialed by the COUNTY.

15. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. The following requirements shall be met, in addition to any other requirements of this Agreement:

A. **WEB** LINKS – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Agreement to provide links to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

B. **Financial Reporting** Requirements – Contractor shall comply with all fiscal reporting requirements included as Financial Reporting Attachment of this Agreement.

16. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Scope of Services and Expectations

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

1. SENIOR NETWORK **SERVICES**

By: Brenda Moss
Signed

Brenda Moss
Printed

Company Name: Senior Network Services
Address: 1777-A Capitola Avenue
Santa Cruz, **CA** 95062
Telephone: (831) 462-1433
Fax: (831) 462-4396
E-Mail: snsregistry@cruzio.com

3. **COUNTY OF SANTA CRUZ**

By: Cecilia Espinola
Signed

Printed

2. APPROVED **AS TO INSURANCE:**

By: Janet McKinley 9-1-05
Risk Management

4. APPROVED **AS TO** FORM:

By: Marie Costa
County Counsel

DISTRIBUTION: General Services Department
Auditor-Controller
Risk Management
Senior Network Services

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Attachment A: Scope of Services & Expectations

The Senior Network Services will provide access to in-home care registry services for potential In-Home Supportive Services (IHSS) independent providers. This extended pilot project will be compensated at a rate not to exceed $3,000 per month.

Work Plan:

1. Interview and process applications for persons interested in employment as IHSS independent providers.
2. Counsel and provide information to interested applicants regarding IHSS employment opportunities that include union, wage and benefit information provided by the County.
3. Fill requests to provide qualified workers to IHSS consumers.
4. Accept requests from IHSS consumers, or their representatives, and social workers to receive referrals of independent providers.
5. Inform IHSS of confirmed consumer/provider matches.
6. Complete required reports of registry activities.

Expectations:

1. Will contact all current IHSS registry individuals who are interested in becoming active on the Senior Network Services registry.
2. Will conduct interviews, Livescan fingerprinting and obtain a minimum of two (2) reference checks on each applicant.
3. Will verify applicants "Right to Work", SSN and Driver's license, insurance and registration if applicant agrees to be driving a vehicle.
4. Will provide time card training.
5. Will provide a packet of information to all IHSS provider applicants including a Fact Sheet, *Provider Handbook,* information regarding mandatory reporting of elder and dependent adult abuse, etc. (developed by County).
6. Will provide union enrollment packets (provided by union) to all registry providers not already enrolled.
7. Will be available to receive requests seven (7) hours a day, Monday-Friday from IHSS consumers for in-home care in both north and south county workstations in both English and Spanish.
8. Will refer independent providers to IHSS consumers, resulting in hires from the requests received.
9. Will facilitate follow-up within two (2) working days on all referrals to confirm if a caregiver was hired.
10. Will contact, by email preferably, the IHSS social worker or designated personnel within two (2) working days when hires are made.
11. Will make a follow-up call thirty (30) days after initial hire.
12. Will preserve confidentiality of IHSS consumers.

Reporting:

1. Monthly report indicating the number of unduplicated applicants interviewed.
2. Monthly report indicating the number of unduplicated consumer requests.
3. Monthly report of names of active providers on registry.
4. Monthly report of matches made.
5. Monthly report of names of matches made.
6. Monthly report of non-matches made.
7. Monthly report of terminated placements within the 30-day follow-up period.

8. Monthly report incl 'ng demographics *of* providers an onsumers assisted (Age, [redacted]
ethnicity, primary language, and geographical region).
9. Monthly report of outreach efforts to recruit providers..
10. Report *of* unduplicated count *of* total consumers served during pilot period. 0 188

No e: County will provide reporting document to Senior Network Services.

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Nonprofits' Insurance Alliance of California

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a red cstatc manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is mended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.