



# County of Santa Cruz <sup>0153</sup>

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## HUMANRESOURCESAGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060  
(831) 454-4130 OR 454-4045 FAX: (831) 454-4642

CECILIA ESPINOLA, ADMINISTRATOR

January 18, 2000

Agenda: February 1, 2000

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

### **CONTRACT FOR THE PROVISION OF FAMILY LOAN PROGRAM SERVICES**

Dear Members of the Board:

The purpose this letter is to request your Board's approval of a contract with the Family Service Agency of the Central Coast (FSA), to provide financial counseling and application support for short term loans to Santa Cruz County CalWORKs clients through the Family Loan Program, beginning this fiscal year and continuing through October 31, 2002. This agreement, which shall be funded with Temporary Assistance to Needy Families (TANF) incentive funds in the amount of \$84,520, will allow FSA and its joint venture partner, Families in Transition, Inc. (FIT), to provide supportive services to CalWORKs participants as they transition into the job market. There is no County cost associated with this project.

As your Board is aware, in September of last year, FSA was awarded a \$250,000 by the David and Lucille Packard Foundation to establish a Family Loan Program in Santa Cruz County. Family Loan Programs are designed to provide low-interest loans in an amount not exceeding \$4,000 to help parents re-entering the job with employment or training related expenses. Family Loan Programs began in Minnesota in the mid-80's with the support of the McKnight (3-M) Foundation, and after the demonstrated success of program in that state, the McKnight Foundation has recently provided funding to replicate the Family Loan Program in other states. The Santa Cruz County Family Loan Program will be the third in California following those established in the in San Mateo and Santa Clara Counties in the last two years.

The Family Loan Program is a true collaborative effort among a number of community partners. The Community Foundation of Santa Cruz County has committed \$30,000 to this effort, and it is anticipated that The Alliance for Children and Families, (the national organization which coordinates the Family Loan Program expansion for the McKnight Foundation) will also provide a grant to allow full funding of a \$300,000 revolving loan pool.

## BOARD OF SUPERVISORS

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Agenda: February 1, 2000

Contract for the Provision of Family Loan Program Services

FIT, FSA's joint venture partner will operate the program and provide direct services to Family Loan Program clients, and the Santa Cruz Community Credit Union will service the loans.

In formulating its strategies to meet state and federal welfare reform goals, the Human Resources Agency has identified the Family Loan Program as valuable supportive service which can help CalWORKs families move from welfare to self-sufficiency. As one aspect of its operations, the local family Loan program will provide services to CalWORKs participants by delivering financial counseling services and loan application assistance. Those participants who meet the Family Loan Program lending criteria may receive short-term, low-interest loans to cover the additional expenses associated with starting a new job or training, such as initial child care costs, tool or uniform purchase, or costs to repair or purchase a car.

In order to secure Family Loan Program services directed to CalWORKs participants, HRA has developed an agreement with the FSA, including the attached Memorandum of Understanding with FIT, to serve approximately 50 participants per year through October, 2002. The total amount of this multi-year contract is \$84,520 of which approximately \$24,225 will be spent in FY 99/00.

IT IS THEREFORE RECOMMENDED that your Board:

- 1) Approve the attached Resolution Accepting Unanticipated Revenues in the amount of \$24,225 and appropriate these funds as described in the attached resolution; and
- 2) Approve the proposed multi-year agreement with the Family Services Agency of the Central Coast in the amount of \$84,520, and authorize the Human Resources Agency Administrator to sign the agreement.

Very truly yours,



CECILIA ESPINOLA  
Administrator

CE/GM:n:\hra\gm\flp00.bos

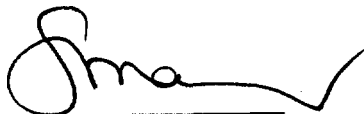
BOARD OF SUPERVISORS

Agenda: February 1, 2000

Contract for the Provision of Family Loan Program Services

Attachments

RECOMMENDED:

A handwritten signature in black ink, appearing to read 'Sma', with a checkmark at the end of the line.

Susan A. Mauriello

County Administrative Officer

cc: County Administrative Officer  
Auditor-Controller  
County Counsel

COUNTY ADMINISTRATIVE OFFICER

*[Handwritten signature]*  
 Recommended to Board  
 Not Recommended to Board

0157

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:

*[Handwritten signature]*  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

*[Handwritten signature]* 1/18/00  
\_\_\_\_\_  
Auditor-Controller

Distribution:

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

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF **SANTA CRUZ**, STATE OF CALIFORNIA

0156

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 Calif. Dept. of Social Services for TANF program; and

WHEREAS, the County **is** recipient of funds in the amount of \$ \$24,225 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 a 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 \$ \$24,225 into Department HRA Social Services

TIC	Index Number	Revenue Subobject Number	Account Name	Amount
0 0 1	392100	0930	FED-CalWORKs	\$24,225

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

TIC	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	392100	5 2 8 3		Other Charges	\$24,225

DEPARTMENT HEAD I hereby certify that the **fiscal provisions** have been researched and that the Revenue(s) (has been) (will be) received within the current **fiscal** year.

B *John Anne Alcorn*  
Department Head

Date 1-18-00

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0158

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 1/18/00 (Date)

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

1. Said agreement is between the Human Resources Agency (Agency)  
and Family Service Agency of The Central Coast, 104 Walnut Ave #208, S.C. Ca 95060 (Name & Address)

2. The agreement will provide Family Loan Program and financial counseling services to Calworks  
participants to assist families in securing employment and achieving self-sufficiency.

3. The agreement is needed To meet TANF incentive purpose 2, pin# 092032.

4. Period of the agreement is from February 1, 2000 to ~~October 31, 2002~~ 6/30/00

5. Anticipated cost is \$24,225 (~~Fixed amount; Monthly rate; NOT to exceed~~)

6. Remarks: A multi-year contract of a total of \$84,520: FY 99/00 - \$24,225; FY 00/01 \$25,770;  
FY 01/02 \$25,770; FY 02/03 \$8,755. W-9 on file.

7. Appropriations are budgeted in 392100 (Index#) 5283 (Subsubject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and 1/18/00 encumbered. \* Contract No. C092015 Date \_\_\_\_\_  
are not

**SUBJECT TO APPROVAL OF AUD 60 ATTACHED**

GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HRA Administrator to execute the same on behalf of the Human Resources Agency  
(Agency).

Remarks: \_\_\_\_\_ (Analyst) By [Signature] County Administrative Officer Date 1/17/00

Agreement approved as to form. Date \_\_\_\_\_

- Distribution:
- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Green \*
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

**33** Opt. if rejected.  
ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
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 Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

**CONTRACT NO.**

**SANTA CRUZ COUNTY**

**AGREEMENT FOR THE PROVISION FAMILY LOAN PROGRAM SERVICES**

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ by and through the Human Resources Agency, hereinafter referred to as "COUNTY," and FAMILY SERVICE AGENCY OF THE CENTRAL COAST, hereinafter referred to as "CONTRACTOR" hereby agree as follows:

2. TERM OF AGREEMENT : This agreement shall become effective as of February 1, 2000 and shall continue in effect through October 31, 2002, unless sooner terminated in accordance with paragraph 2.1.

3. BASIS OF PAYMENT:

A. In consideration of the services described in Exhibit "A" ("Program Responsibilities and Functions"), COUNTY shall pay CONTRACTOR on the basis of performance based claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget") attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$84,520 to provide Family Loan Program services to CalWORKs participants per year as provided in Exhibit "A". The total amount allocated for FY 99/00 is \$24,225 based on projected services to 25 participants and the amounts allocated for FY 00/01, FY 01/02, and FY 02/03 shall be \$25,770, \$25,770, and \$8,755 respectively, subject to modification prior to each respective fiscal year based on prior year usage and carryover.

B. All fixed assets purchased under this agreement shall become the property of the COUNTY.

C. CONTRACTOR shall submit expenditure report forms as provided by the COUNTY for any payments made under this agreement on a monthly basis in order to receive payment.

D. An expenditure report for the final reporting period of FY 99/00 shall be provided to the COUNTY no later than July 31, 2000. An expenditure report for the final reporting period of FY 00/01 shall be provided to the COUNTY no later than July 31, 2001, an expenditure report for FY 01/02 shall be provided to the COUNTY no later than July 31, 2002, and the final expenditure report for FY 02/03 shall be submitted by no later than November 30, 2002.

Initials: MC  
**CONTRACTOR/COUNTY**

4. DUTIES AND RESPONSIBILITIES :

A. CONTRACTOR agrees to provide services to families and individuals to accomplish the following result: Ending the dependence of needy parents on government benefits by promoting job preparation and work by providing services which support employment training and entry into the job market, as further described in Exhibit “A” (“Program Responsibilities and Functions”). These activities are intended to provide short term services and not basic income support.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if articles of incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR agrees to comply with all applicable conditions contained in the Memorandum of Understanding between CONTRACTOR and FAMILIES IN TRANSITION, INC., incorporated herein by reference as Exhibit “C”, and to assure compliance with the Memorandum of Understanding between COUNTY and FAMILIES IN TRANSITION, INC., to provide family loan services as contemplated under this agreement and incorporated herein by reference as Exhibit “D”. CONTRACTOR shall comply with any and all conditions of grant for funding provided by the David and Lucille Packard Foundation, the Community Foundation of Santa Cruz County, and the Alliance for Families and Children for the operation of the Family Loan Program in Santa Cruz County in the event CONTRACTOR is the grantee for such funding.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, a CONTRACTOR shall retain records for five (5) years after the expiration of this agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the County Auditor-Controller, the Human Resources Agency, or to the authorized representatives of the State or Federal government at any time upon request, for the purpose of an audit for verifying CONTRACTOR’s compliance with the terms of this agreement. CONTRACTOR agrees to comply with any Federal or State or County audit requirements that may be applicable. The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of not less than three (3) years from the date of termination of this agreement.

6. CONFIDENTIALITY : The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning

Initials: *ML*  
**CONTRACTOR/COUNTY**



persons receiving services under this agreement, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide the COUNTY with client records upon request, for the purpose of verifying compliance with this agreement.

7. 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).

8. 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.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts.

(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 CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile

Initials:       *My*        
CONTRACTOR/COUNTY

Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

(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.

#### 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 canceled until after thirty (30) days after the COUNTY shall have received written notice of such cancellation or non-renewal. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to the Human Resources Agency, 1000 Emeline Ave., Santa Cruz, CA 95060, Attn: Gary McNeil.

(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. The timely submission of the insurance certificate is a necessary and material term and condition of this agreement.

Initials:                       
**CONTRACTOR/COUNTY**

COUNTY may stop payments under this agreement when certificate of insurance has not been submitted to the COUNTY by CONTRACTOR within fifteen (15) days after effective date of agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to the Human Resource Agency, 1000 Emeline Ave., Santa Cruz, CA 95060, Attn: Gary McNeil.

9. NON-DISCRIMINATION PROVISIONS :

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, pregnancy, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), 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.

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, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in 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, provided by COUNTY upon request) 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 CONTRACTOR's 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.

Initials:                           
 CONTRACTOR/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.

B. Contractor will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq. ) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other agreement.

C. No person shall, on the grounds of gender, race, color, religion, national origin, ancestry, pregnancy, disability, medical condition (cancer-related), marital status, sex, sexual orientation, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this agreement.

D. CONTRACTOR will implement written complaint procedures regarding the non-discrimination provisions of this agreement within thirty (30) days of its effective date and will provide said procedures in writing to all clients, employees and applicants for employment.

10. **PARTISAN POLITICAL ACTIVITIES** : No monies, property or services received by CONTRACTOR under this agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. **RELIGIOUS WORSHIP** : In addition to other provisions of this Agreement, the CONTRACTOR:

A. Represents that if it is or may be deemed to be a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

B. Agrees that, in connection with such essential services and operational costs:

Initials:  /  
**CONTRACTOR/COUNTY**

(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(2) It will not discriminate against any persons seeking employment training services and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in not religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating its programs.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT :

A. Contractor shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this agreement shall have no force or be effective until so approved and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.

B. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, CONTRACTOR retains the primary responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR's required reports referenced throughout this agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.

C. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in paragraph 2.

D. CONTRACTOR shall assure subcontractor obtains all insurance specified in Paragraph 8 of this agreement. The subcontractor shall obtain the same insurances as required by the CONTRACTOR under this agreement. CONTRACTOR shall require from any

Initials:           *MP*            
CONTRACTOR/COUNTY

subcontractor a written agreement to exonerate, indemnify, defend and hold harmless the County of Santa Cruz in accordance with the full application of Paragraphs 7 and 8 of this contract agreement.

E. The Memorandum of Understanding between CONTRACTOR and FAMILIES IN TRANSITION, INC., incorporated herein by reference as Exhibit "B" shall be deemed an approved subcontract by COUNTY and shall conform to all requirements under the agreement herein.

14. CONFLICT OF INTEREST : CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.

15. 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.

Initials:             
**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.

16. PUBLICATIONS, MEDIA PRESENTATIONS: The CONTRACTOR agrees that whenever information related to the program funded under this contract appears in the media or in publication, CONTRACTOR will acknowledge the financial support of the COUNTY.

17. AVAILABLE FUNDS: This agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the period covered by the terms of agreement, as specified in paragraph 2, for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by state, federal or County statutes which may affect the provisions, terms or funding of this contract in any manner.

18. MODIFICATIONS AND AMENDMENTS: This Contract shall only be modified or amended by a written document executed by the parties hereto.

19. CHOICE OF LAW AND PERSONAL JURISDICTION [County]: This Contract is made in Santa Cruz County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of Santa Cruz County.


20. ~~NEW OR REVISED FEDERAL AND STATE REGULATIONS:~~ r S t a t e regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be amended as needed to assure conformance with such Federal or State requirements.

21. TERMINATION: This Contract may be terminated in whole or in part for any of the following circumstances:

A. Termination for Convenience - Either the County or the Contractor may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.

B. Termination for Cause - The County, upon written notice to the Contractor, may immediately terminate this Contract, or any separable part performance under this Contract, should the Contractor fail to perform properly any of its obligations hereunder.

C. Cessation or Reduction of Funding. [County] Notwithstanding Paragraph 19a. above, in the event that Federal, State or other non-County funding for this contract ceases or is reduced,

Initials:   
**CONTRACTOR COUNTY**

the County may immediately terminate this Contract without prior written notice to the Contractor. This contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes which are necessary shall be incorporated into the contract. All funding provided by this contract is contingent on the availability of State or Federal funds and continued State or Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. In addition, the County may suspend or reduce its payment obligation to the Contractor for non-compliance with the terms and conditions of the Contract.

22. **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.

23. **ATTACHMENTS:** This Agreement includes the following attachments:

Attachment A: Program Responsibilities and Functions

Attachment B: Budget

Attachment C: Memorandum of Understanding FSACC/FIT

Attachment D: Memorandum of Understanding HRA/FIT

Initials:                       
**CONTRACTOWCOUNTY**



**SIGNATURE PAGE**

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: David A. Bianchi  
David A. Bianchi, Executive Director  
Family Service Agency of the Central Coast

Address: 104 Walnut Ave. #208

Santa Cruz, CA 95060

Telephone: (831)423-9444

Tax ID#: 94-1 1716354

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-14-2000  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

DISTRIBUTION:

- County Administrative Office
- Auditor-Controller
- County Counsel
- Risk Management
- Contractor

flpcon00

Initials: DB  
CONTRACTOR/COUNTY

**FAMILY SERVICE AGENCY OF THE CENTRAL COAST  
PROGRAM RESPONSIBILITIES AND FUNCTIONS**

0170

- A. FAMILY SERVICE AGENCY OF THE CENTRAL COAST, (CONTRACTOR) shall operate and administer a family loan program which will provide financial counseling services and employment related loans to approximately 50 eligible CalWORKs families per year. This program is available to CalWORKs Welfare to Work participants and to former CalWORKs parents who are working and who went off CalWORKs cash aid in the last twelve months due to employment.
- B. CONTRACTOR agrees to adhere to the following provisions:
- 1). CONTRACTOR, during the term of this contract, shall market and solicit loan applications from CalWORKs families for small loans (less than \$4000) which assist eligible adults with employment related expenses, job preparation, or employment related training and education, and reduce dependence on government benefits.
  - 2). Under the provisions of this agreement, CONTRACTOR shall provide services to approximately 25 CalWORKs eligible clients in FY 99/00 (prorated), 50 participants in FY 00/01, 50 participants in FY 01/02 and 17 participants in FY 02/03 (prorated). For purposes of this agreement, contracted services shall be completed (and constitute a "service unit" pursuant to Exhibit "B", "Budget") when a Family Loan Program loan application is returned to CONTRACTOR. The above referenced service goals are predicated on the assumption of fully funded loan pool of \$300,000.
  - 3). CONTRACTOR shall assist applicants with a variety of economic and family issues, including credit counseling, and family budgeting.
  - 4). CONTRACTOR shall maintain and administer funds sufficient for program administration and a loan pool adequate to fund loans to eligible applicants consistent with annual goals. CONTRACTOR shall also provide for loan approval committees composed of community representatives, and for one or more lending institution to services loans made to eligible applicants.
  - 4). All services provided pursuant to this agreement shall be available in both English and Spanish, and shall be available in all geographic areas of Santa Cruz County.

**EXHIBIT A**

- 6). CONTRACTOR will submit monthly grant requests for payment which will identify the number of applications processed within thirty days after the end of each service month.
- 7). CONTRACTOR shall provide any monthly, quarterly, and annual statistical, fiscal, and narrative reports to the COUNTY which may be required by other funding sources as part of a condition of grant with CONTRACTOR.
- 8). CONTRACTOR shall cooperate with COUNTY in securing appropriate data, including client satisfaction surveys, to evaluate the effectiveness of the services provides under this contract.

N:\...HRA\...Exhibit A.wpd

Initials:   *dy*    
CONTRACTOR/COUNTY

**Exhibit B**

**FAMILY SERVICE AGENCY OF THE CENTRAL COAST  
FAMILY LOAN PROGRAM BUDGET**

<b>Item</b>	<b>FY 99/00 2/1/00- 6/30/01</b>	<b>FY 00/01</b>	<b>FY 01/02</b>	<b>FY 02/03 7/1/02- 10/31/02</b>	<b>Totals</b>
<b>Applications Processed (Unit of Service)</b>	<b>25</b>	<b>50</b>	<b>50</b>	<b>17</b>	<b>142</b>
<b>Cost per Service Unit</b>	<b>\$969</b>	<b>\$515</b>	<b>\$515</b>	<b>\$515</b>	
<b>Annual Cost</b>	\$24,225	\$25,770 "	\$25,770 "	\$8,755 "	\$84,520

\*Projected. Actual budget amounts for FY 00/01, FY 01/02, and FY 02/03 shall be established at the beginning of each fiscal year based on prior year usage and carryover.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is to describe the agreement between Family Service Agency of the Central Coast (FSA) and Families in Transition of Santa Cruz County, Inc. (FIT) for the purpose **of** collaboration on the development and implementation of a Family Loan Program (FLP) in Santa Cruz County.

### RECITALS:

FSA is a California nonprofit public benefit corporation, tax-exempt under Internal Revenue Code Section 501 c (3) and California Revenue and Taxation Code Section 23701d. FSA was formed to provide skilled social case work services to families with social problems in order to promote mental health and prevent family breakdown. FSA seeks to sponsor clinical, education, outreach and supportive services designed to maintain and strengthen individual, family and community life in line with accepted standards and progressive trends.

FIT is a California nonprofit public benefit corporation, tax exempt under Internal Revenue Code Section 501 c (3) and California Revenue and Taxation Code Section 23701d. FIT was organized to provide housing assistance and auxiliary services to families who are homeless or at imminent risk of homelessness. FIT has a goal of empowering families to become independent of public assistance by developing the capacity to earn a living for themselves and their children. FIT provides comprehensive care management, housing assistance, employment training educational opportunities and other services in support of this mission.

### I. TERM

This MOU shall commence on August 15, 1999 and shall remain in effect until December 31, 2002.

### II. DUTIES AND RESPONSIBILITIES

#### A. FSA agrees:

1. To hold membership in the Alliance for Children and Families.
2. That FSA and FIT shall both agree on the Annual Operations Budget (AOB) for the FLP.
3. To assume all fiscal and legal responsibilities regarding the disbursement and reporting on funds for the FLP.
4. To treat the AOB of the FLP as a separate and distinct program of FSA on the agency Operations Statement.
5. To maintain control over all bank accounts used for funds in support of the FLP and shall have sole and exclusive authority to disburse funds from those accounts except as specified by agreement regarding the Revolving Loan Fund (RLF).
6. That FIT has been selected by FSA as a subcontractor subject to the control of FSA for the purpose of the FLP and any grants, public or private, relating to the FLP.

7. To select, employ and supervise any employees which it determines are necessary to carry out its management and fiscal services pursuant to this MOU.

B. FIT agrees:

1. To participate in the development and implementation of the FLP as an Independent Contractor and that FIT has been selected by FSA as a subcontractor for the provision of certain services and is subject to the control of FSA for the purpose of the FLP and any grants, public or private, relating to the FLP.
2. That FSA and FIT shall both agree on the Annual Operations Budget (AOB) for the FLP.
3. To select, employ and supervise any employees, including the Loan Coordinator, it determines are necessary to carry out its program services pursuant to this MOU.
4. To provide all invoices, reports and information necessary for the development, implementation, evaluation and monitoring of its program services pursuant to this MOU in a timely manner.

III. COMPENSATION

For the performance of its management, fiscal and legal responsibilities pursuant to this MOU, FSA shall be reimbursed for its costs in amounts provided for in the AOB. For the performance of its program responsibilities as a subcontractor pursuant to this MOU, FIT shall invoice FSA to be reimbursed for its costs in amounts provided for in the AOB. FSA and FIT shall not be reimbursed in excess of the amounts provided for in the AOB. The AOB may be modified with the approval of both FSA and FIT and subject to the conditions imposed by FLP grants.

IV. RECORDS AND REPORTING

FSA and FIT shall keep and maintain accurate and complete program and financial records in accordance with accepted standards, procedures and terms of retention.

V. INSURANCE

FSA and FIT shall maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such other bonding and liability insurance, including but not limited to unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of its activities pursuant to this MOU.

VI. INDEMNIFICATION

FSA and FIT agree to indemnify and keep safe and harmless the other party from any claim, action, liability, or suit, resulting from all expenses and or obligations not indicated on or in excess of those stated in the AOB. If any claim is asserted that pertains to such expenses and or obligations, the indemnitor shall furnish the other party prompt notice of the same, and the indemnitor shall thereafter at its

own expense defend and protect the other party against said claim(s). In the event the indemnitor shall fail to so defend the Indemnitees shall have full recourse against the indemnitor for all reasonable fees, costs, expenses and payments made.

VII. HOLD HARMLESS

FSA and FIT shall indemnify, defend, and hold one another, their officer, agents, employees and volunteers, harmless from and against any and all crimes, losses, liabilities, damages, demands and actions collectively referred to as "liability" herein, arising out of each party's respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligence or intentional acts or omissions of the indemnifying party, its officers, agents, employees, or volunteers.

VIII. ENTIRE AGREEMENT; AMENDMENT

This MOU constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter, and may be changed only by written agreement of both parties.

IX. TERMINATION

Either FSA or FIT may give notice to terminate this MOU if the arrangement proves unsatisfactory to either agency. Such notice must be in writing, and be issued at least 90 days prior to the effective date of termination.

X. NOTICE

All notices and other communications given pursuant to this MOU shall be in writing and shall be delivered in person, by courier delivery, or by first class mail, postage prepaid, addressed as follows:

If to FSA, at:

Family Service Agency of the Central Coast  
104 Walnut Avenue, Suite 208  
Santa Cruz, CA 95060  
Attention: Executive Director

If to FIT, at:

Families in Transition of Santa Cruz County, Inc.  
210 High St., Room 105  
Santa Cruz, CA 95060  
Attention: Executive Director

Or to such other address as the addressee may have specified in a notice duly given to the sender.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their proper and duly authorized representatives.

FAMILY SERVICE AGENCY  
OF THE CENTRAL COAST

FAMILIES IN TRANSITION  
OF SANTA CRUZ COUNTY, INC.

By: TD A. Beale

By: Wm WATA

Title: Executive Director

Title: Ex. Dir.

Date: 8-11-99

Date: Aug. 11, 1999



0177

**MEMORANDUM OF UNDERSTANDING**  
**Re: The Family Loan Program**  
**Between**  
**FAMILIES IN TRANSITION OF SANTA CRUZ COUNTY, INC.**  
**and**  
**THE HUMAN RESOURCES AGENCY OF SANTA CRUZ COUNTY**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to describe the agreement between Families in Transition of Santa Cruz County (FIT) and the Human Resources Agency of Santa Cruz County (HRA) to provide Family Loan Program (FLP) services to CalWORKs Welfare to Work participants.

II. TERM

The term of the agreement shall be February 1, 2000 to October 31, 2002. The parties will review the agreement for renewal prior to the end of the term.

Amendments to this MOU may be made by mutual agreement of FIT and HRA.

This MOU or any renewal thereof may be terminated by either party upon the giving of sixty (60) days prior notice to the other party.

III. MEETING/COMMUNICATION

FIT and HRA shall meet quarterly to review operations. FIT shall take the responsibility for initiating the meeting by contacting the designated HRA liaison to FIT.

IV. DUTIES AND RESPONSIBILITIES

A. FIT agrees to:

1. To provide Family Loan Program Services to approximately 50 CalWORKs eligible families per year who are either referred by HRA or otherwise solicited or contacted by FIT regarding FLP.

2. To provide adequate staffing and support to fulfill the obligations under this agreement as well as those obligations FIT has undertaken as a subcontractor of the Family Service Agency of the Central Coast (FSA) pursuant the August 11, 1999 MOU between FSA and FIT, for operation of FLP.

3. To conduct outreach and market FLP to CalWORKs participants by way of written literature and oral presentation designed to disseminate information about FLP.
4. To verify and document the CalWORKs eligibility of participants provided FLP services pursuant to this MOU and the contract between the County of Santa Cruz and the Family Service Agency of the Central Coast (Contract No.).\_\_\_\_\_
5. To provide information and referral, financial counseling, and budget management, all incidental to assisting loan candidates with the loan application process, and providing loans to qualified applicants under FLP guidelines.
6. To provide training and materials to appropriate HRA staff regarding the FLP.
7. To provide HRA, upon request, with any monthly, quarterly and/or annual statistical, fiscal, and narrative reports, which may be required by other entities funding the Familial Loan Program, including but not limited to the David and Lucille Packard Foundation, the Community Foundation of Santa Cruz County, and the Alliance for Families and Children.
8. To cooperate with HRA in securing appropriate data, including client satisfaction surveys, to evaluate the effectiveness of the services provided under this MOU.

B. HRA agrees:

1. To provide referrals of qualified FLP loan applicants to FIT staff.
2. To include information regarding FLP criteria and lending guidelines in staff training.
3. To incorporate FLP information into regular, ongoing workshops for CalWORKs participants conducted by HRA.
4. To designate a staff person as single point of contact for FIT staff, to receive information regarding the FLP program to be shared with program staff including eligibility workers, employment training staff, social workers and child care staff.
5. To provide a representative to the Advisory Committee of the Family Loan Program of Santa Cruz County .
6. On a quarterly basis to include FLP information in regular mailings to CalWORKs eligible families.

- 7. On a quarterly basis to reproduce 500 copies of program literature from originals provided by FIT.
- 8. To develop and maintain with FIT a shared protocol regarding client confidentiality and information sharing in order to enhance effective FLP service provision.
- 9. On a quarterly basis to provide up to four hours of Management Information System/Data Processing assistance with computer systems to facilitate program reporting and evaluation.

V. SIGNATURES

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding.

COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY

BY: \_\_\_\_\_  
Cecilia Espinola, Administrator

DATE: \_\_\_\_\_

FAMILIES IN TRANSITION OF  
SANTA CRUZ COUNTY

BY: Bill Watt  
Bill Watt, Executive Director

DATE: 1/14/00

Approved as to form:

BY: John M. Scott  
County Counsel

*Approved as to insurance*  
By Janet McKinley  
*Risk Manager*  
Date 7-14-2000

*JL*