



county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045

FAX: (408) 4544642

January 12, 2000

Agenda: February 1, 2000

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

APPROVAL OF A CONTRACT WITH FAMILIES IN TRANSITION FOR A HOUSING SCHOLARSHIP PROGRAM

Dear Members of the Board:

As you know, the high cost of housing in Santa Cruz County contributes significantly to the challenges faced by the unemployed and underemployed to meet basic living expenses. At the same time, while liveable wage jobs do exist in the County, many of those who are unemployed and underemployed do not have the skills or do not have the opportunity to develop the skills to succeed in those jobs. In order to provide an incentive for CalWORKs participants to complete the training necessary for liveable wage jobs, the Human Resources Agency (HRA) has developed a pilot program, the Housing Scholarship Program, which will award scholarships for a portion of their housing costs to selected CalWORKs families who are successfully participating in training programs and related job search leading to employment. The program will be implemented in partnership with Families in Transition (FIT), an organization that already provides housing support to CalWORKs families. The purpose of this letter is to recommend approval of a contract with FIT for the administration and implementation of the Housing Scholarship Program.

HRA is recommending a contract for the Housing Scholarship Program with FIT because of the organization's special and unique expertise in operating similar housing support programs. In addition, the community based organizations (including the Housing Authority, Pajaro Valley Shelter Services and Valley Resource Center) who could have an interest in providing the contracted services have all indicated that, at this time, they are unable to start-up such a housing support program. The contract, in the amount of \$300,000, includes housing payments to landlords, case management services, and program administration. The term of the contract is from February 2, 2000 through June 30, 2000. The contract will be financed from the CalWORKs single allocation, at no additional cost to the County.

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The contract has been approved by the contractor, County Counsel, and Risk Management and is attached for your information.

The lack of affordable housing continues to be a major barrier to family self-sufficiency for CalWORKs participants and former participants. HRA recognizes that this program addresses specific segment of the housing needs for CalWORKs participants and other families in the community with low wage jobs. HRA, in partnership with other County departments and agencies, will continue to explore additional program opportunities and resources to address the affordable housing needs of CalWORKs and former CalWORKs participants and their families.

IT IS THEREFORE RECOMMENDED that your Board take the following actions:

- 1) Approve a contract in the amount of \$300,000 with Families in Transition for the Housing Scholarship Program; and
- 2) Authorize the Human Resources Agency Administrator to execute the contract on behalf of the County and approve any minor amendments to the contract which do not affect the purpose and total contract amount.
- 3) Direct the Human Resources Agency to work with other appropriate County departments and agencies to explore other other affordable housing program opportunities for CalWORKs and former CalWORKs participants.

Very truly yours,



CECILIA ESPINOLA
Administrator

CE/sg:n:\hra\sueg\hscon.bos
Attachments

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

BOARD OF SUPERVISORS

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Contract with Families in Transition

cc: County Administrative Officer
Auditor-Controller
County Counsel
HRA Fiscal
Families in Transition, Inc.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 25th day of January, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and Families in Transition, Incorporated (FIT), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill and expertise to achieve the following result: to administer and implement a Housing Scholarship Program for CalWORKs recipients of as fully described in Attachment A ("Scope of Services"), incorporated by reference herein.

2. COMPENSATION. In consideration of the services described in Exhibit "A" ("Scope of Services") for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Compensation and Budget"), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$300,000.

3. TERM of this contract shall be from January 26, 2000 through June 30, 2000.

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 CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with

all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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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 CONTRACTOR'S 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 "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: CareerWorks Division
Human Resources Agency
1040 Emeline Avenue
Santa Cruz, CA 95060
Attn: Sue Gilchrist.”

(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:

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, 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. 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 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) 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.

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

13. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Scope of Services.

Attachment B: Compensation and Budget.

Initials: WN /
CONTRACTOR/COUNTY

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Human Resources Agency

By: WMA. WMA

for: Families in Transition, Inc.

Address : 210 High Street , Suite 105

Santa Cruz, CA 95060

Telephone: (831) 458-7126

Tax ID#: 77-03927992

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-18-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

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

o:hsfitcon (Rev. 1/13/00)

Initials: WW / _____
CONTRACTOR/COUNTY

SCOPE OF SERVICES

1. In consideration of the compensation described in Attachment B, Families in Transition agrees to administer and implement a Housing Scholarship Program which will enable CalWORKs participants to successfully participate in training opportunities that will lead to employment. Up to 45 scholarship recipients will be selected for the program from CalWORKs participants who apply for the scholarship and are successfully participating in full-time training. Contractor's activities in the performance of this result shall be to administer and implement the Housing Scholarship Program, including but not be limited to:

- a) the development of selection criteria, performance standards and other program protocols in conjunction with HRA staff;
- b) participation in selection of the scholarship recipients based on referrals and applications from the Human Resources Agency and FIT staff;
- c) the enrollment of scholarship recipients and their landlords using existing FIT contract procedures; and
- d) the provision of on-going case management and supervision of scholarship recipients during the term of their enrollment including budgeting, money management and time management.

2. Contractor shall prepare of monthly reports on scholarship recipients' status and outcomes to be submitted with claims for compensation.

3. The Scholarship Program will provide financial support to scholarship recipients through direct payments to their landlords consisting of:

- up to 70% of housing costs during a training period of between 3-9 months (PIN Code 6330 3 1);
- up to 50% of housing costs during an up to 2 month job search (PIN Code 6330 3 1);
- up to 25% of housing costs for up to 2 months after hiring (PIN Code 6330 32).

Attachment A

COMPENSATION AND BUDGET

1. The program budget is as follows:

Housing Scholarship Payments to Landlords	\$216,063
Case Management	\$ 38,937
Administration (not to exceed)	\$ 45,000
Total (not to exceed)	\$300,000

2. Compensation shall be based on the submittal of appropriate monthly claims to the Human Resources Agency referencing the appropriate PIN code as specified in the scope of services.

3. Contractor shall submit invoices by the 10th of the following month. Claims may include the following elements:

- a) housing scholarship costs based on actual payments to landlords;
- b) administrative costs pro-rated on a monthly basis;
- c) case management costs at a rate of \$2,298 at the enrollment of each scholarship recipient in the program.

Attachment B

Initials: WWJ
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0192

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 1/13/99 (Date)

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

- Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and Families in Transition, Inc. 210 High St., Suite 105 Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Scholarships for housing costs to selected CalWorks Recipients who
are participating in training programs leading to employment
PIN Code # 633031 633032
- The agreement is needed, to support participants efforts to become employed
- Period of the agreement is from 2/1/00 to 6/30/00
- Anticipated cost is \$ 300,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: contact: S. Gal & list x 2
- Appropriations are budgeted in 210 (Index#) (5865 b o b j e c t)

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

Appropriations: are available and have been encumbered. Contract No. C092016
are not will be

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 HRA

(Agency).

Remarks: [Signature] (Analyst)

BY [Signature] County Administrative Officer Date 1/19/00

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

*To Orig. Dept. if rejected.

34 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

By _____ Deputy Clerk