



County of Santa Cruz

0053

HUMAN RESOURCES AGENCY

Cecilia Espinola, Director

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

August 2, 2002

AGENDA: August 20, 2002

BOARD OF SUPERVISORS

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

APPROVAL OF CalWORKs RELATED TO 02-03 CONTINUING AGREEMENTS

Dear Members of the Board:

As you may recall, during FY 2002-03 budget hearings, your Board approved ongoing funding for services to CalWORKs participants enrolled in Welfare to Work activities, including services to eliminate barriers to employment, and for career advancement services for former participants recently employed. The purpose of this letter is to recommend three contracts for existing programs which have not been included in the Section II continuing agreements list due to slight changes in the agreements, and which therefore require your Board's approval.

The three Welfare to Work contracts, administered through the Human Resources Agency's Careerworks Division, are as follows:

- Shoreline Occupational Services (Goodwill Industries) - \$171,360 to provide post-employment career advancement services to 162 CalWORKs Participants. This project has been in operation for two years, and is designed to provide former CalWORKs participants with counseling and training to upgrade job skills as part of a career advancement plan.
- Family Service Agency of the Central Coast - \$20,000 for the Ways to Work Family Loan Program.. This program is operated through Families in Transition, and is designed to provide Welfare to Work participants with access to Family Loan Program Services, including financial counseling, and for eligible families, small loans which assist parents in reentering the job market. This is the third year of operation for the Ways to Work Family Loan Program which also receives funding from the Packard Foundation, Ways to Work, and the Community Foundation of Santa Cruz County.
- Community Bridges/Watsonville Law Center - \$40,000 to provide brief legal services to eligible CalWORKs Welfare to Work participants in order to remove barriers to employment. This project was initiated last February, and will serve more than 160 CalWORKs Welfare to Work participants in FY 02-03. Services will address such problems as license suspensions, record expungements, DMV holds, and to a limited extent, family or child support issues. In order to avoid duplication, appropriate referrals will be made to other resources where legal services are available. Effective August 2002, the Watsonville Law Project's main office will be located in the La Manzana Center in Watsonville, with satellite services available through HRA's Emeline complex.

Each of these contracts is fully funded by the CalWORKs single allocation at no County cost, and appropriation for these services are included in HRA's FY 2002-03 budget.

IT IS THEREFORE RECOMMENDED that your Board approve contracts in the amount of \$171,360 with Shoreline Occupational Services, \$20,000 with Family Service Agency of the Central Coast, and with Community Bridges for \$40,000 for CalWORKs related employment services and authorize the Human Resources Agency Administrator to sign the agreements on behalf of the County.

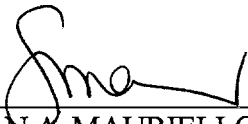
Very truly yours,



CECILIA ESPINOLA
Director

CE/GM:n:\bdltr\Administration\3CalWORKs Contracts
Attachments

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Office
Auditor Controller
County Counsel
Risk Management
Contractors

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

0055

To: **Board of supervisors**
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: [Signature] (Signature) 8/9/02 (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 Resource Agency (Department/Agency)

and Community Bridges, 236 Santa Cruz Ave. Aptos CA 95003 (Name/Address)

2. The agreement will provide Limited scope legal services to Cal Works participants to address barriers to employment.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 40,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: in file with agency, Contact: Gary McNeil X5459

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: 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) 5665 (Sub object)

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

Appropriations (are) available and will be encumbered.
cc-13, III how I

Contract No: 22708

By: [Signature] Date: 8/9/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resource Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date:

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 ap-
proved 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 I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

21

INDEPENDENT CONTRACTOR AGREEMENT

0056

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 COMMUNITY BRIDGES, hereinafter called CONTRACTOR. The parties agree as follows:

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

Through its Watsonville Law Project program, provide consultations, referrals, and other brief legal services to eligible Santa Cruz County CalWORKs participants to remove legal barriers to employment as more fully described in Attachment A: Scope of Work.

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

- A. Reimbursement of program costs as specified in the Attachment B: Budget not to exceed \$40,000 on the basis of suitable monthly grant request/expenditure form for payment, with invoice submitted within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Barbara Coy-Bulicz
1000 Emeline Ave.
Santa Cruz, CA 95060

- B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

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 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 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 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 W 1 CR.

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:

Santa Cruz County
Human Resources Agency
Attn: Alan Knox
P.O. 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
Attn: Alan Knox
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 CONTRACTORs 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, 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. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.

12. **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.
13. **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.
14. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide links to the HelpSCC (www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
15. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

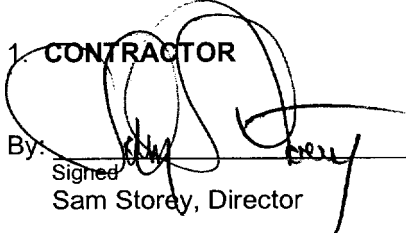
If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"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."

16. **ATTACHMENTS.** This Agreement includes the following attachments:
- A. Scope of Work
 - B. Budget
 - C. Assurance of Compliance on Nondiscrimination

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

1. CONTRACTOR

By: 
Signed
Sam Storey, Director

3. COUNTY OF SANTA CRUZ

By: _____
Signed
Cecilia Espinola, HRA Director

Agency Name: Community Bridges

Address: 236 Santa Cruz Avenue
Aptos, CA 95003

Telephone: (831) 688-8840

Fax: (831) 688-8302

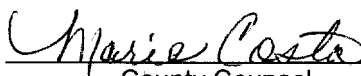
E-Mail: _____

Tax ID No. 94-2460211

2. APPROVED AS TO INSURANCE:

By:  7-22-2002
Risk Management

4. APPROVED AS TO FORM:

By:  7-30-02
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Volunteer Centers of Santa Cruz County.

ATTACHMENT A
SCOPE OF WORK
Community Bridges/Watsonville Law Center's
Legal Barriers to Employment Project

0062

1. Planned Performance Summary for FY 02-03

- Planned number of participants to be served 160
- Planned number of legal rights workshops: 5
- Planned number of hours of direct service: 720 (average of 4.5 hrs service per participant)
- Total Program Cost: \$40,000
- Cost per participant: \$250.00
- Cost per hour: \$55.55

2. Project Service Overview

The Contractor will implement legal barriers to employment assessment for CalWORKs Welfare to Work participants to determine if they face legal problems that pose barriers to their acquisition of employment. Contractor will identify what these legal barriers are, what steps must be taken to resolve the matter and facilitate the resolution if possible. The project will serve 160 CalWORKs Welfare to Work participants. Contractor will provide 720 hours of pre-employment legal counseling and education activities to participants throughout the year.

3. Project Referrals and Recruitment:

Eligible participants will be referred by Careerworks staff. Careerworks reserves the right to approve or deny project services based on previous participant assessment results, current WTW program status and/or the suitability of the training assignment.

The Contractor is encouraged to attend Careerworks staff meetings and Careerworks employment workshops to make presentations about their services and to develop a working relationship with Careerworks staff. Careerworks will provide a current phone listing of Careerworks employment staff and a list of Careerworks staff meetings and employment workshops to make presentations. A CalWORKs liaison in both North and South County will be assigned to facilitate this process.

4. Legal Services Description and Outcomes:

Contractor will make limited scope legal services designed to remove barriers to employment. This will be achieved through consultation referrals and brief services addressing problems including but not limited to the following:

License suspensions, outstanding traffic violations and
warrants, record expungments, Department of Motor Vehicles

holds on licenses and registration, immigration, workers' compensation, bankruptcy, restraining orders, custody issues, and obligor's child support issues.

0063

To successfully benefit from the legal services, participants must attend an initial intake interview, provide all requested documentation, update Contractor with new contact information and remain in contact with the Law Center Staff.

Contractor will provide at least 600 hours of legal services pursuant to this agreement which may include direct services to Careerworks recipients as referenced above, development of legal educational materials and clinical programs, direct services provided through legal clinics, and educational programs targeting Careerworks recipients, service providers and other potential referral sources. All services are available in English and Spanish.

5. Case Management and Follow Up Activities

Open communication between client and CalWORKs employment and training staff will be maintained in order to facilitate client access and success.

Upon case closure an evaluation of whether services have resulted in a removal of a legal barrier, various barriers or only an initial step of many that must be taken in order to complete a process that will result in the removal of a legal barrier. If removal of legal barrier was not possible the evaluation will assess why, determine when removal may become possible and what steps should be taken at that time.

6. Participant Monitoring

Contractor will monitor participation in legal service activities in the following ways:

- A. Attendance: Contractor will monitor attendance of consultations, clinics, and related meetings.
- B. Conferences with participants and Careerworks staff

7. Project staffing and hours of operation:

A request in writing from the Contractor to change program service hours may be approved by the program analyst.

8. Facilities and location of training activities:

Services will be provided in both South and North County.

9. Reporting

Contractor will provide participant follow up reports for Careerworks to be submitted on a monthly basis that include:

- 1) the number of new Careerworks clients
 - 2) data regarding the ongoing cases and closed cases
 - 3) the name, social security number and hours and level of services provided for each
 - 4) the outcomes of services when representation is undertaken**
 - 5) the type, amount and attendance of educational and outreach presentations performed
 - 6) hours of services provided for direct services, clinics, development of materials and clinical programs and educational outreach.
- Final follow-up report is to be submitted to Careerworks by September 30,2003.

O:\WatsLawCtr Attach A.doc

COUNTY OF SANTA CRUZ
Agency: Community Bridges
Program: Watsonville Law Center

ATTACHMENT B: BUDGET, PAGE 1

		Total Contract Budget
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Basic Account Codes:

SALARIES & BENEFITS

7000 Salaries Total	23,993
7100 Employee Health/Retirement	2,863
7200 Payroll Taxes	2,358
TOTAL SALARIES & BENEFITS:	29,214

SERVICES & SUPPLIES

€000 Professional Fees: Audit	
€010 Indep. Prof. Consultants	
€100 Supplies	450
€200 Telephone & Internet	405
€300 Postage & Shipping	
€400 Occupancy Total	2,400
€500 Purchase/Rent/Maintenance of Equip.	841
€600 Marketing, Printing & Publications	400
€700 Travel & Transportation	180
€800 Conferences/Meetings	180
€900 Assistance to Individuals	
€000 Membership Dues/Fees	
€100 Awards and Grants	
€200 Interest Expense	
€300 Insurance/Bond	450
€400 Miscellaneous	
€600 Dist. of Program Costs / admin fee	5,480
€691 Payment/Affiliated Orgs.	
TOTAL SERVICES & SUPPLIES:	10,786
GRAND TOTAL BUDGET:	40,000

40,000

1) Please fill out this page for each program funded separately by the County. 2) For classification of basic account codes, refer to: Accounting & Financial Reporting: A Guide for United Way and Not-for-Profit Human Service Organizations, revised Second Edition, March 1989.

Initials: 
 CONTRACTOR/COUNTY

0066

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Community Bridges/Watsonville Law Center
NAME OF VENDOR/RECIPIENT

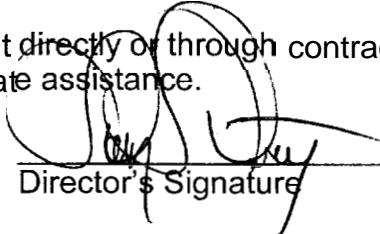
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans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

8/2/02

Director's Signature

Address of Vendor/Recipient: 236 Santa Cruz Avenue, Aptos, CA 95003

File

CERTIFICATE OF INSURANCE			ISSUE DATE: June 12, 2002 0067	
PRODUCER: NLADA Service Corporation 1625 K Street NW, 8 th Floor Washington, DC 20006		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONRRS NO RIGHTS UPON THE CERTIFICATE MOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW		
INSURED: Watsonville Law Center 55 Brennan Street Wasonville, CA 95076 VIA FAX: (831) 722-9921		COMPANY AFFORDING COVERAGE: Columbia Casualty Company		
THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITION OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
LAWYERS PROFESSIONAL LIABILITY	NLA190910371	12:01 AM February 15, 2002	12:01 AM February 15, 2003	\$100,000 each claim and \$300,000 in the aggregate
SPECIAL ITEMS Certificate Holder is named as Additional Insured.				
CERTIFICATE HOLDER: County at Santa Cruz Human Resources Agency		CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KINO UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
		AUTHORIZED REPRESENTATIVE: <i>Kern Foster</i>		

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

0068

To: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: [Signature] (Signature) 8/7/02 (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 Family Service Agency of the Central Coast (Name/Address)
2. The agreement will provide ways to work family loan program-services to eligible Cal Works participants

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 20,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W9 on file Contact: Gary McNeil X5459

5. Detail: ☐ On Continuing Agreements List for FY 02-03 . Page CC- 12-I Contract No: 12015 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) 5665 (Sub object)

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: 22015-01

By: [Signature]
Auditor-Controller Deputy

Date: 8/9/02

CC-12, I now III

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 Santa Cruz County

Human Resources Agency (Department/Agency)

Date: _____

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 ap-
proved 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 I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TC110
21

Auditor Description

\$Amount

Index

Sub object

User Code

INDEPENDENT CONTRACTOR AGREEMENT

0069

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 the FAMILY SERVICE AGENCY of the CENTRAL COAST, hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide Ways to Work Family Loan Program services to eligible Santa Cruz County CalWORKs Welfare to Work participants as more fully described in Attachment A: Scope of Work.

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

- ✓ A. Reimbursement of program costs as specified in the Attachment B: Budget not to exceed \$20,000 on the basis of suitable monthly grant request/expenditure form for payment, with invoice submitted within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Barbara Coy-Bulicz
1000 Emeline Ave.
Santa Cruz. CA 95060

- B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

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

4. **PROGRAM COORDINATION.** CONTRACTOR agrees to comply with all applicable conditions contained in the August 11, 1999 Memorandum of Understanding between CONTRACTOR and FAMILIES IN TRANSITION, INC. for joint operation of the Ways to Work Family Loan Program. In addition, 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 Ways to work Family Loan program in Santa Cruz County.

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 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:

Santa Cruz County
Human Resources Agency
Attn: Alan Knox
P.O. 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
Attn: Alan Knox
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 MinorityNVomenIDisabled Owned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for MinorityNVomenIDisabled 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, 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. CONFIDENTIALITY. The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
12. 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.
13. 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.
14. WEB LINKS. If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide links to the HelpSCC (www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
15. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"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."

16. ATTACHMENTS. This Agreement includes the following attachments:
 - A. Scope of Work
 - B. Budget
 - C. Assurance of Compliance on Nondiscrimination

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

1. CONTRACTOR

By: 
David Bianchi, Executive Director

3. COUNTY OF SANTA CRUZ

By: Signed
Cecilia Espinola, HRA Director

Agency Name: Family Service Agency of the Central Coast.

Address: 104 Walnut Ave., Suite 212
Santa Cruz, CA 95060

Telephone: (831) 423-9444
Fax: (831) 423-1532
E-Mail: famservsc@aol.com

Tax ID No. 94-11716354

2. APPROVED AS TO INSURANCE:

By:  7-22-2002
Risk Management

4. APPROVED AS TO FORM:

By:  7-30-02
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Family Service Agency of the Central Coast.

ATTACHMENT A SCOPE OF WORK

Family Service Agency of the Central Coast – Ways to Work Family Loan Program

1. Planned Performance Summary for FY 02-03

• Planned number of CalWORKs eligible inquiries	75
• Planned number of CalWORKs eligible applications sent	55
• Planned number of CalWORKs eligible applications received	35
• Planned number of CalWORKs eligible applications brought before committee	21
• Planned number of CalWORKs eligible application approved	16
• Total Units of Service	201
• Total Program Cost:	<u>\$20,000.00</u>

2. Project Service Overview

The contractor will provide access to small, low-interest loans and an overview of money management skills for qualified CalWORKs Welfare to Work participants. The program will be open to CalWORKs Welfare to Work participants, and former CalWORKs Welfare to Work participants who were working when they went off cash-aid and have received cash-aid with-in the last 12 months. All participants must meet eligibility requirements in order to receive an application.

In order to be eligible for services under this contract, a participant must:

- Be a resident of Santa Cruz County
- Have physical custody of one or more dependent children 17 or younger or eighteen if still in high school
- Be working a minimum of 20 hours a week for the past three months
or
- Be involved in a school or vocational training program equivalent to 9 semester units or 20 hours a week
- Demonstrate the ability to make the monthly loan payments
- Have exhausted other loan options
- Meet income eligibility guidelines

Contractor will provide eligible CalWORKs participants the opportunity to apply for a loan for the following purposes: used car purchase, car repair, security deposit, computers, tools and uniforms (required for work or training), and necessary appliances. The primary purpose of the loan program is to assist participants with continuing employment or school/vocational training programs, to introduce financial management skills and to promote successful transition to self-sufficiency.

The application process proceeds as follows: Initial Inquiry, In-person Appointments, Budget Counseling, and Loan Committee Review. Introductory financial management assistance is available to all eligible participants. If approved, the participant attends an additional Financial Management Workshop, signs loan closing documents at the Santa Cruz Community Credit Union and begins

making monthly loan payments 30 days after loan closing. Participants are expected to pay the agreed upon monthly loan payment until the loan has been paid in full or agreed upon adjustments have been made on the account. Continued financial literacy, credit restoration and community referral assistance is available to all funded participants.

3. Project Referrals and Recruitment

Eligible participants will be referred by Careerworks staff or recruited from the general Welfare to Work population by the Contractor. On a quarterly basis and upon request, Careerworks will provide a listing of eligible Welfare to Work participants (with address and phone number), for recruitment purposes. Additionally, Careerworks will provide a current listing for North County, South County and out-stationed Careerworks staff.

The Contractor shall attend a minimum of four (4) pertinent staff meetings and Careerworks employment workshops to make presentations about their services and to develop a working relationship with Careerworks frontline staff. A senior ETS in both North and South County will be assigned as a service liaison to facilitate this process.

4. Participant Monitoring

Contractor will monitor participant activity in the following ways:

- A. Maintain records regarding inquiries, applications sent, applications received, applications reviewed, number funded, payment history and basic demographics.
- B. Receive verification regarding participant eligibility status.
- C. Obtain regular payment reports from the Santa Cruz Community Credit Union for funded participants.
- D. Perform check-in calls on a quarterly basis for funded participants.
- E. Maintain records for funded participants regarding outcome measurements used by the national Ways to Work Family Loan Program.

5. Project Staffing and Hours of Operation

Staffing is comprised of one program coordinator and one 8 hour a week assistant. Participants may call either the South or North County office to see if they qualify for an application, if they qualify they are seen by appointment.

Notification of changes in program staff and hours will be provided to the contract analyst.

6. Location of Offices and Services

Contractor shall hold office hours and be available for appointments in centrally located North and South County locations. In addition, on an as needed basis, the loan coordinator will make off-site appointments available.

7. Reporting

Contractor reports shall include the following and will be provided quarterly to the contract analyst:

- A. Name, social security number (for received applications), type of service, and service date for CalWORKs eligible participants who have received services under this contract.
- B. Summary of marketing strategy and activities.
- C. Periodic outcome measurements as used, and generated, for, the national Ways to Work Family Loan Program.

COUNTY OF SANTA CRUZ**ATTACHMENT B: BUDGET****Agency: Family Service Agency of the Central Coast****Program: Ways to Work Family Loan Program**

		Total Contract Budget
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Basic Account Codes:

SALARIES & BENEFITS

7000 Salaries Total	15,200
7100 Employee Health/Retirement	912
7200 Payroll Taxes	1,824
TOTAL SALARIES & BENEFITS:	17,936

SERVICES & SUPPLIES

8000 Professional Fees: Audit	
8010 Indep. Prof. Consultants	
8100 Supplies	407
8200 Telephone & Internet	452
0300 Postage & Shipping	226
8400 Occupancy Total	214
0500 Purchase/Rent/Maintenance of Equip.	
8600 Marketing, Printing & Publications	339
0700 Travel & Transportation	362
0800 Conferences/Meetings	
8900 Assistance to Individuals	
9000 Membership Dues/Fees	
9100 Awards and Grants	
9200 Interest Expense	
9300 Insurance/Bond	
9400 Miscellaneous	64
9600 Dist. of Program Costs	
9691 Payment/Affiliated Orgs.	
TOTAL SERVICES & SUPPLIES:	2,064
GRAND TOTAL BUDGET:	20,000

1) Please fill out this page for each program funded separately by the County. 2) For classification of basic account codes, refer to: Accounting & Financial Reporting: A Guide for City and County of Santa Cruz, revised Second Edition, March 1989.

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Family Service Agency of the Central Coast
NAME OF VENDOR/RECIPIENT

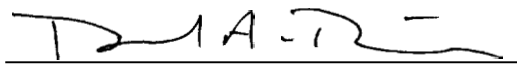
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans 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 8/1/04


Director's Signature

Address of Vendor/Recipient: **104 Walnut Ave., Suite 212, Santa Cruz, CA 95060**

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0080

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)
BY: *Sharon G. Jones* (Signature) 8/2/02 (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 Resource Agency (Department/Agency)
and Shoreline Occupational Services (Name/Address)
2. The agreement will provide Post Aid Transitional Service to Cal Works participants.

3. Period of the agreement is from 7/1/02 to 6/30/03
4. Anticipated Cost is \$ 171,360 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: G. McNeil X5459

5. Detail: ☐ On Continuing Agreements List for FY 02 - 03 . Page CC- 12, III Contract No: 2261-02 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) 5665 (Sub object)

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: 22261-02

By: *Reese Seamon* Date: 8/9/02
Auditor-Controller Deputy

CC 12, III new I

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 Santa Cruz County

Human Resources Agency

By: *[Signature]* (Department/Agency)
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 ap-
proved 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 **Section 300 Proc Man**

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
21							
Auditor Description	\$	Amount	Index	Sub object	User Code		

INDEPENDENT CONTRACTOR AGREEMENT

0081

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, **SHORELINE OCCUPATIONAL SERVICES, A DIVISION OF GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY AND SAN LUIS OBISPO COUNTIES, INC.**, hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide post employment career advancement services as described in Attachment A: Scope of Work.

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

A. Reimbursement of program costs not to exceed **\$171,360** on the basis of suitable monthly Grant Request/Expenditure Reports, approval of project manager and the designated Careerworks Analyst.

B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

C. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within twenty (20) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Carol Walberg, Careerworks Analyst
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

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 30 days written notice to the other party.

5. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year 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.


6. **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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
7. **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 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:

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

- 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:

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

- a. **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 CONTRACTORs 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, 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.

9. **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.

10. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent

of the COUNTY.

11. **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.
12. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
13. **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.
14. **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.
15. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide link s to the HelpSCC (www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
16. **Energy Assistance:** CONTRACTOR agrees that as part of the services provided pursuant to this agreement, CONTRACTOR shall provide bilingual information on energy assistance programs, and shall also assist with energy assistance applications as appropriate.
17. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"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."

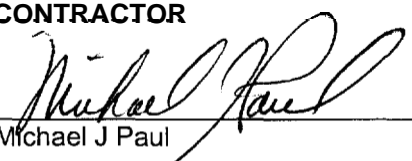
18. **ATTACHMENTS.** This Agreement includes the following attachments:

0086

- A. SCOPE OF WORK
- B. BUDGET
- C. ASSURANCE OF COMPLIANCE ON NONDISCRIMINATION

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

A. CONTRACTOR

By: 
Michael J Paul

Organization: **Shoreline Occupational Services**

Address: 350 Encinal Street
Santa Cruz. CA 95060

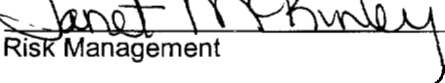
Telephone: (831) 423-8611

Tax ID#:

B. COUNTY OF SANTA CRUZ

By: _____
Cecilia Espinola, HRA Director

C. APPROVED AS TO INSURANCE:

By: 
Risk Management

7-18-2002
Date

D. APPROVED AS TO FORM:

By: 
County Counsel

7-23-2002
Date

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

SCOPE OF WORK 2002-03

Name of CONTRACTOR: **Shoreline Occupational Services**

Activities: CalWORKs Post Aid Transitional Services, and WIA Adult Follow Up Services.

Program Name: **Post Employment Career Advancement Project**

Performance outcome time frame: July 1, 2002 through June 30, 2003.

1. Performance Outcome Summary:

Planned number of new project participants: **118**

Anticipated number of carry-ins from previous year: **44**

Anticipated number of rescissions: **30**

Total number to be served FY 02-03: **162**

Total number of active participants served (total less rescissions): **132**

Planned number of completed Career Advancement Plans: **70%** of active participants

Customer satisfaction rating: **50%** of active participants

Cost per participant: **\$1057**

2. Definitions

Case Manager: Careerworks Employment and Training Specialist assigned to monitor and track participant activities.

Employment Specialist: Staff hired by the CONTRACTOR to provide post employment career advancement counseling services as described under the terms of this agreement.

Career Advancement Plan (CAP): Written participant assessment and service plan, listing participant career advancement activities. Completed CAPS are to be reported on the *Monthly Service Plan Update Report*. Copies of all completed CAPS are to be submitted to Contract Analyst with individual participant progress reports.

Exit Date: For the purposes of this project, the last day of contact services for each participant is 9 months after the program enrollment date.

3. Project Narrative

The CONTRACTOR will provide nine months of employment counseling (job coaching) services and career advancement planning for approximately 118 new participants plus 44 carry-in participants from the previous year, for a total of 162 CalWORKs participants.

Counseling and career advancement services will be delivered to participants residing throughout the county. Employment Specialists hired by the CONTRACTOR will be available to travel and meet with participants at times and locations convenient and accessible for both the working participants and their employer. The Employment Specialist will make an effort to meet face to face with each new participant within the first service week to begin providing employment-counseling services immediately.

It is expected that the Employment Specialist employed by the CONTRACTOR will attempt to contact the participant at least weekly during the first service month, every other week during the second and third service months, and monthly thereafter, until the participant exits the project.

After the first 90 days of service, the Employment Specialist and the participant will work together to develop a Career Advancement Plan specifying career advancement activities for the following six months

For the remaining service months (after a plan has been established) participants will participate in activities as defined by their plan while continuing to work with **an** Employment Specialist. Plan modifications and updates will be reported to Careerworks with each participant's Monthly Progress Report.

4. Participant Selection

The Careerworks Case Managers will be responsible for screening and selecting eligible participants and completing the *Post Employment Career Advancement Referral Form*. This form will also be used to certify participant eligibility, provide updated contact information and to identify the assigned Careerworks Case Manager. Additional information related to work history and employment status may be forwarded to the CONTRACTOR. The Careerworks Case Manager will complete a referral as quickly as possible after learning about a participant's job offer or placement. The Careerworks Case Manager will also make **an** effort to explain to the participant, the project services and expectations before a project Employment Specialist is assigned.

All participants referred by Careerworks are to be enrolled and served by the CONTRACTOR, unless the referral is rescinded by mutual agreement between Careerworks and the CONTRACTOR. Employment Specialists hired by the CONTRACTOR are encouraged to participate or assist with Career Center group activities.

5. Contract Service Provisions

- Provide supportive counseling, information and referral, problem solving, crisis intervention, employer intervention and advocacy and career planning services for employed participants.
- At intake, complete a brief assessment to identify immediate service needs and to

update and augment existing occupational information provided by Careerworks.

- Provide a more intensive level of job coaching, as needed, during the first service month. Employment Specialists will contact participants weekly or as needed during this period to facilitate a successful adjustment to work.
- After the first 90 days of service (three full months after enrollment), Employment Specialists will secure an individualized Career Advancement Plan.
- Provide life skill instruction which may include job search and/or reemployment assistance, budgeting and money management information, work maturity, anger management, problem solving and other skill instruction that a participant may need to remain employed and advance on the job.
- Coordinate with Careerworks Case Managers to insure that participant activities comply with CalWORKs participation requirements.
- Provide information about resources for skill upgrade, transitional benefits, and other benefits provided by Careerworks and other Workforce Center Partners.
- Coordinate with the Careerworks Case Manager to assist participants to apply for and receive supportive services as needed to help them remain employed.
- Provide supervised job search, job development and re-employment services for participants who become unemployed during the 9-month project service period.
- Provide culturally appropriate services and instructional materials in both English and Spanish as needed.
- Increase family income by assisting the participant to apply for and receive the Earned Income Tax Credit payment on a monthly basis.
- Provide employers with information about the benefits of tax credits as well as information about Workforce Center services for employers.
- Complete MIS and CalWORKs participant tracking documents as required by the COUNTY and CalWORKs regulations.
- Attend Case management meetings and service delivery planning meetings at the Workforce Centers as needed.
- When working with outside service providers and employers, insure that client confidentiality is upheld and that participants are given the opportunity to release information, using a written release form approved by Careerworks.

6. Program Staffing and Resources

A. Staffing Levels

Employment Specialist staff will meet the minimum qualifications and will be capable of serving monolingual Spanish speaking participants and employers. It is projected that up to 25% of project participants will be monolingual-Spanish speaking.

PECAP Director:	.5 FTE
Administrative Assistant:	.5 FTE
Employment Specialists:	2.0 FTE

B. Staff Training

It is the responsibility of the CONTRACTOR to fully train the Employment Specialists. Careerworks will provide copies of the CalWORKs Eligibility Handbook, the Welfare to Work Procedures Manual, forms and other written protocols, which apply to CalWORKs services in Santa Cruz County.

C. Facilities

CONTRACTOR will provide suitable office and service delivery facilities for staff and project participants attending support groups, classes and group sessions provided by the CONTRACTOR. Additionally, CONTRACTOR will insure that Employment Specialists are able to travel throughout the county to meet with participants and employers and to attend case management meetings. Written notification of any changes to the CONTRACTOR'S service hours or office locations will be made available to Workforce Center Managers and the Careerworks Contract Analyst.

7. Reporting

A. Career Advancement Plans

Career Advancement Plans will be completed for active participants, within 30 days after the close of the third service month. Completed plans are to be submitted to the Contract Analyst and will be used to document performance outcomes.

B. Monthly Participant Progress Reports

The CONTRACTOR is required to submit a progress report for each active participant for each month. Progress reports will be used by Careerworks to monitor participant activity levels and performance outcomes. Participant progress reports are due within 30 days after the end of each report month.

C. Monthly Service Plan Update

The CONTRACTOR will submit a monthly service plan update report, due 30 days after the end of each month. This report, will include the number actual program enrollments, plan vs. actual Career Advancement Plans, project exits, and the current number of active participants. This report is to be attached to the invoice for payment and submitted to the designated Careerworks Contract Analyst.

ATTACHMENT A

8. Proposed Service Plan

Post-Employment Career Advancement Project Projected Flow of Participants 7/02 Through 6/03

	Carryover	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Totals
Month		1	2	3	4	5	6	7	8	9	10	11	12	
# Enrollments		10	10	10	10	10	8	10	10	10	10	10	10	118
# Cumulative Enrollments	44	54	64	74	84	94	102	112	122	132	142	152	162	162
# Exiting without Services		8	2	2	2	2	2	2	2	2	2	2	2	
Cummulative without		8	10	12	14	16	18	20	22	24	26	28	30	30
# Exiting (after 9th month in PECAP)		8	2	1	0	2	2	12	9	8	8	8	8	
Cummulative 9 mo		8	10	11	11	13	15	27	36	44	52	60	68	68
# Total Exiting		16	4	3	2	4	4	14	11	10	10	10	10	
Cummulative Exiting		16	20	23	25	29	33	47	58	68	78	88	98	98
Caseload		54	60	67	75	81	85	81	80	80	80	80	80	
CAPS (70% Enrollments with Services)		8.4	6.3	5.4	5	5	5	5	5	3.6	5	5	5	
CAPS Cummulative		8.4	14.7	20.3	25.3	30.3	35.3	40.3	45.3	48.9	53.9	58.9	63.9	63.9
Customer Satisfaction of Exits with Services		4	1	0.5	0	1	1	6	4.5	4	4	4	4	
Cummulative Customer Satisfaction Exits Services		4	5	5.5	5.5	6.5	7.5	13.5	18	22	26	30	34	34

ATTACHMENT B

PROGRAM BUDGET FY2002-03

Agency: Shoreline Occupational Services

Program: Post Employment Career Advancement

SALARIES AND BENEFITS

Salaries Total	\$103,613.00
Employee Health/Retirement	\$29,012.00
Payroll Taxes	
Total Salaries and Benefits	\$132,625.00

SERVICES AND SUPPLIES

Space	
Office Space (400 sq ft @1.00 ft/mo)	\$4,800.00
Facility Maintenance @ 66 per mo.	\$792.00
Utilities @ 99 per month	\$1,188.00
Equipment Rental/Maintenance/Software	\$1,000.00
Communications	
4 Pager/Cell Phones @300/month	\$1,920.00
Telephone - and Internet Service	\$1,200.00
Postage	\$220.00
Travel	
Local Trvl 2000 @ .29 for miles per mo	\$1,699.00
Other Travel Costs	\$1,500.00
Staff Training	\$1,590.00
Supplies and Printing	\$1,935.00
Professional Services and Subcontractors	\$1,000.00
Insurances\Bond\Audit	\$2,400.00
Other	
Participant incentives	\$4,000.00
Advertising and recruitment	\$956.00
Total Services and Supplies	\$26,200.00
Administrative. Indirect Costs	\$12,535.00
BUDGET TOTAL	\$171,360.00

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

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

7/25/02


Director's Signature

0094

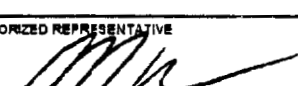
ACORD INSURANCE BINDER		OP ID S9	DATE 06/05/02
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER	PHONE (A/C. No. Exp): 925-934-8500 925-934-8278	COMPANY State Fund	BINDER # 20908
(WC) Heffernan Insurance Brks 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596		DATE EFFECTIVE	TIME
		DATE	TIME
		AM	PM
		07/01/02	12:01 AM
CODE: SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # BINDER 20907	
AGENCY CUSTOMER ID: GWSAN-4 INSURED Goodwill Industries of Santa Cruz, et al 350 Encinal St. Santa Cruz CA 95060		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	CCINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & AD INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
ALL TO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL				ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
G/RAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ✓				<input checked="" type="checkbox"/> WC STATUTORY LIMITS E L EACH ACCIDENT \$1000000 E L DISEASE - EA EMPLOYEE \$1000000 E L DISEASE - POLICY LIMIT \$1000000
SPECIAL CONDITIONS/ OTHER COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

	MORTGAGEE LOSS PAYEE
AUTHORIZED REPRESENTATIVE 	

ACORD 75-S (1/98)

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE

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