

## **County of Santa Cruz**

#### **HUMAN RESOURCES AGENCY**

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

AGENDA: August 27,2002

August 2,2002

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

#### APPROVAL OF EMERGENCY PRE-EVICTION PROGRAM CONTRACT

#### Dear Members of the Board:

As you may recall, during **FY** 2002-03 budget hearings your Board approved RDA funding in the amount of \$100,000 to continue to provide emergency pre-eviction services to eligible families with children and other eligible households living in the unincorporated area of the County. As your Board has directed the Human Resources Agency to administer this funding, the purpose of this letter to obtain your approval of the contract with the Community Action Board, Inc. (CAB) to operate the Emergency Pre-eviction Program, in addition to related fiscal actions required to carry out your Board's direction.

The Emergency Pre-Eviction Program has been successfully operated by CAB since spring 2001, and during FY 2001-02 the program provided services to 71 low income families with children, and nine households comprised of single disabled or elderly individuals. As reflected in the attached proposed contract, this fiscal year the program will serve **88** low income families with children, and 11 additional households with aged or disabled individuals by providing timely assistance to avoid eviction and possible homelessness.

#### IT **IS** THEREFORE RECOMMENDED that your Board:

Celilia Espinola

- 1. Authorize the Human Resources Agency Director to sign the contract with the Community Action Board, Inc. for emergency pre-eviction services, and
- 2. Approve the attached AUD-60 accepting and appropriating unanticipated revenue in the amount of \$100,000 from the Redevelopment Agency.

Very truly yours,

CECILIA ESPINOLA

Director,

BOARD OF SUPERVISORS

Agenda: August 27,2002

FY 02-03 Contract for Emergency Pre-Eviction Program

Page 2

Attachment

CE\MNT\GM n:/boardlet/admin/CAB pre-evictioncontract

RECOMMENDED:

**SUSAN** A. MAURIELLO County Administrative Officer

cc: County Administrative Office

Auditor

Redevelopment Agency

County Counsel

Community Action Board, Inc.

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

TO:	Board of Supervisors County Administrative Office Auditor Controller	FROM:	Human Resou	es H		Signature) 1/2	Department)  02 (Date)
AGREE	EMENTTYPE (Check One)		Expenditure Agre	ement 🗌	Revenue Agreer	ment 🗆	
The B	oard <b>of Supervisors</b> is hereby requeste	ed to approve the	attached agreeme	nt and authorize	the execution of sa	ame.	_
1. Sai	id agreement is between the <u>Humar</u>	n Resource A	gency			(Departme	ent/Agency)
	Community Action Board.						
2. The	e agreement will provide $rac{ m Emergency}{ m c}$	y pre-evicti	on services	to eligible	e families w/	children, a	and other
	households.						
3. Per	riod of the agreement is from $\frac{7/1}{2}$	/02		_to <u>_6/30/0</u>	03		
4. Ai i	ticipated Cost is \$ 100,000		🗆 I	Fixed   Mont	nly Rate 🗌 Annua	al Rate 🗌 Not t	to Exceed
Ra	marks: <u>W-9</u> on file	Contact: G.	McNeal X	5459			
5. De	tail: On Continuing Agreements L Section II No Board tetter r Section III Board tetter requ Section IV Revenue Agreen	required, will <b>be li</b> : uired	Page CC sted under Item 8	Contract <b>No</b>	o: C	OR 1st Time	Agreement
6. A	propriations/Revenues are available a	nd are budgeted i	in <u>392100</u>		_ (Index) <u>366</u>	6.5	(Sub object)
	NOTE: IF APPROP	PRIATIONS ARE IN	•			JD-60	
	are.not	be	pered. By: BY:_	rect No. 226	Députy		4/02
	sal and accounting detail reviewed an Resources Agency Direc			$\sim$ $\sim$	upervisors approve ${\sf ehalfof}$ the ${\sf San}$		
Huna	an Resources Agency				١٨	(Depart	ment/Agency)
Date:	·		<b>Ву:</b> _	ounty Administra	itive Office		
Distri	bution: Board of Supervisors - White Auditor Contel - Canary Auditor-Controller - Pink Department - Gold	proved by said	a Cruz ex-officion nia, <b>do</b> hereby cer Board of Supervis	tify that the <b>fore</b> cors as recommer	/ ard of Supervisors of poing request for a nded by the County n	approval of agree Administrative (	ment was ap- Office <b>by an</b>
	ADM - 29 (8/01) Title I, Section 300 Proc Man	By: Deputy Cle	rk				
AU[)	ITOR-CONTROLLER USE ONLY						
CO_	Document No. \$	Line	s Η/π.		Keyed BY	Date	
TC::		±110 \$		·	/	Dais	
10	Auditor Description	Am	ount	Index	Sub object	User Code	36

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

	Reso	lution <b>No.</b>		
	On t	he motion of Supervis	sor	
	duly	seconded by Supervi	sor	
	the fe	ollowing resolution is	adopted:	
	RESOLUTION	N <b>ACCEPTING</b> UNA	NTICIPATED REVE	NUE
Whereas,	the County of Santa	Cruz is a recipient of	f funds from <u>Redeve</u>	Lopment Agency
		for Emergency	ore_m ?ction	program; and
WHEREA	S. the County is rec	cipient <b>of</b> funds in the	amount of \$ <u>100,000</u>	which are
	<u> </u>	•	cifically set forth in th	
	the County; and		J	·
NOW, TI	HEREFORE, <b>BE</b> IT	Γ <b>RESOLVED</b> AND ands in the amount of	ordered the Board ordered that the 100,000	Santa Cruz County
Departme	ent <u>Human Resource</u>	es Agency		
		Revenue		
11C 00 1	Index Number	Subobiect Number	Account Name	Amount
001	392100	2047	other chgs	100,000
and that s	such funds be and a	re hereby appropriate	ed as follows:	
TIC	<u>index Number</u>	Expenditure Subobiect Number P	RJ/UCD Account Nan	<u> Amount</u>
021		2665	prof. svc.	100,000
021	392100	3665	prof. svc.	100,000
that the F	Revenue(s) (has been	) (will be) recieved w	fiscal provisions have ithin the current fiscal	year.
By £	Larges His	partment Head	Date	1/2/02
AUD60 (Re				Page 1 of 2

COUNTY ADMINISTRATIVE OFFICER		,019 . / Recommended to Board				
		// Not recommended to Board				
California, th	ID ADOPTED <b>by</b> the Board of Shis day of res four-fifths vote for approval	Supervisors of the County of Santa Cruz, State of the County of Santa Cruz, State of the following of the following the following the following of the following the follo				
AYES:	SUPERVISORS					
NOES:	SUPERVISORS					
ABSENT:	SUPERVISORS					
		Chairperson of the Board				
ATTEST:						
Clerk of the	Board					
	OASTOFORM: Obeululman#E  unsel (2)14/97	APPROVED AS TO ACCOUNTING DETAIL  Auditor-Controller				
Cour Cour	n: itor-Controller nty Counsel nty Administrative Officer inating Department					

AUD60 (REV12/97)

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Page **2** of **2** 

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#### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1<sup>st</sup> day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and Community Action Board, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide emergency pre-eviction services for eligible Santa Cruz County families with services as described in Attachment A: Scope of Work.

- 2. <u>COMPENSATION</u>. 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 \$100,000 on the basis of suitable monthly Expenditure Reports, with invoice submitted to:
  - B. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency Attn: Gary McNeil 1000 Emeline Ave. Santa Cruz, CA 95060

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

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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: Gary McNeil 1000 Emeline Avenue Santa Cruz, CA 95060 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: Gary McNeil 1000 Emeline Ave. Santa Cruz, CA 95060

- **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 (5) or more employees, the following requirements shall apply:
    - 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
    - 2) 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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

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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

<u>PRINCIPAL TEST</u>. 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. <u>RETENTION AND AUDIT OF RECORDS</u>. 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 statues 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. <u>WEB LINKS</u>. If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide links to the HelpSCC (<u>www.helpscc.org</u>), Santa Cruz County Government (<u>www.co.santa-cruz.ca.us</u>), and Workforce Santa Cruz County (<u>www.workforcescc.com</u>) 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, <u>if item #14 is initialed by the COUNTY</u>. 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 jobrelated 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. Rental Assistance Policy and Procedure

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

1. CONTRACTOR	3. COUNTY OF SANTA CRUZ
By: Signed Christine Johnson-Lyons Printed  Company Name: Community Action Board Inc.	By: Signed Cecilia Espinola, HRA Director Printed
Address: 501 Soquel Avenue, Suite E	
Santa Cruz, CA 95062	
Telephone: <u>(831) 454-1741</u> ext. 110	
Fax: <u>(831)457-0617</u>	
E-Mail: <u>chrisil@cruzers.com</u>	
Tax ID#: 94-2523780	
2. APPROVED AS TO INSURANCE:  By: Lanet MYKinley 7-30-2002	4. APPROVED AS TO FORM; By: Jan M. Scott
Risk Management	County Counsel

DISTRIBUTION: County Administrative Office Auditor-Controller

Auditor-Controller County Counsel Risk Management

Risk Management Community Action Board, Inc.

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CAB shall provide emergency pre-eviction services to eligible County families, with children, in the unincorporated area who do not have any other The Shelter Project **ATTACHMENT A** Program: sources of funds or access to special need funds such as CalWorks or Mental Health Services. SCOPE OF WORK PLAN – FY 02/03 Community Action Board Agency:

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified

activities and evaluating the results using the listed methods to focus on process and/or outcome.

METHOD(S) OF EVALUATING PROCESS AND/OR OUTCOME OF OBJECTIVE(S)	CAB will provide qualitative and quantitative information including:  • Participants served;  • Financial reports  • Length of residency retention after pre-eviction services: sixty-day follow-up and six month follow-up.
TIMELINE	7/1/02– 6/30/03 Monthly and quarterly cumulative reports.
IMPLEMENTATION ACTIVITIES	<ol> <li>Conduct interview with applicants. Refer client to program service that best fits need. (FEMA, City jurisdictions, CALWORKS HRA)</li> <li>Ensure completeness of intake documents.</li> <li>Verify identity of applicant.</li> <li>Verify income (must not exceed 200% of Federal Poverty Income Guidelines).</li> <li>Verify statement of monthly expenses.</li> <li>Review documentation</li> <li>Proof of income: tax return, income verification from social services agency; pay check or benefit check stub; letter from welfare agency/eligibility.</li> <li>Review client income and expenses; develop a household budget.</li> <li>Statement of monthly bills: PG&amp;E telephone; water/garbage; car payment; car insurance; debt payment; other expenses.</li> <li>Write agreement and secure signatures from client and landlord/mortgage lender. Send check for rent/mortgage. Client agrees to follow-up with eligibility worker within 30 days of services to review progress on referral and avoidance of future eviction threat.</li> <li>Refer clients to FIT or HRA and Mental Health, Santa Cruz County Housing Authority, and others as appropriate. Fax client information to referral agency.</li> </ol>
MEAS\RABLE \( \mathcal{O} \)BJECTIV\( \)S)	Intake applications from applicant family households with children for pre-eviction services. Serve 88 eligible families with children whose income does not exceed 200% of poverty and 11 income eligible households without children including single disabled and elderly individuals. Verity 100% of eligibility for client services.  Determine client's financial status. Secure agreement between client and landlord/mortgage lender to stop eviction. One-time service not to exceed \$1000 per eligible household. Eliminate threat of eviction up to 60 days. Set-up eviction/foreclosure prevention plan with client.  Refer client to on going case management services.
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#### Attachment B

Contract No.

# Community Action Board of Santa Cruz, Inc. Pre-eviction Program Budget July 1,2002 – June 30,2003

Direct Rental Assistance:		\$83,334
Staff Support:		\$16,666
	Total Budget	\$100,000

#### ATTACHMENT C

The Shelter Project
Community Action Board of Santa Cruz County, Inc.
501 Soquel Ave Suite E Santa Cruz, CA 95062
(831) 457-1741 Fax (831) 457-0617
406 Main St. Suite 220 Watsonville, CA 95075
(831) 728-4634
www.cabinc.org

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#### RENTAL ASSISTANCE

#### POLICIES AND PROCEDURES

#### A. WHAT DETERMINES ELIGIBILITY

- 1. Must be a resident of Santa Cruz County.
- 2. Must have proof that aid will prevent eviction.
- 3. Must provide an eviction notice from their landlord or a foreclosure notice from their bank or lending institution, if the client is a homeowner.
- 4. Must have no other resources available.
- 5. Income must not exceed 200% of poverty in the unincorporated areas of the County and in the City of Capitola, or 130% in the City of Santa Cruz, as defined by the State of California Department of Community Services and Development.
- **6.** Must be a disabled or elderly single person or a family with children.

#### **B. PROCESS FOR DETERMINATION**

- 1. If a client calls for rental assistance they are put into voice mail and asked to leave their name, complete address including zip code and a phone # where they can be reached. If a client is a walk-in they are asked to complete a Client Status Form that will be given to one of the eligibility workers.
- 2. A fax with the client's address may be sent to the redevelopment agency of the funding entity to verify whether the client lives within the city limits of Capitola or Santa Cruz, or within the County when there is a doubt.

  Determination and eligibility for rental assistance will depend on the availability funding. Rental assistance funded through FEMA is available to all residents of Santa Cruz County, whereas rental assistance funded by the redevelopment agencies of Santa Cruz and Capitola is only available to those who reside within the city limits. Rental assistance funded through the County is only available to residents who reside in the unincorporated areas of Santa Cruz County.

revised 7/29/02

- 3. Once the client's address is verified by the eligibility worker, a phone interview will be conducted to determine further eligibility.
- 4. Client must fall under all six (6) eligibility requirements.
- 5. Once eligibility is determined an in office interview is scheduled.

#### C. INTAKE PROCESS

- 1. All interviews must be conducted in person with an eligibility worker in the Santa **Cruz** or Watsonville office.
- 2. Intake form must be completely and accurately filled out.
- 3. The following forms must be read and signed by both the client and eligibility worker:
  - a.) Client Confidentiality
  - b.) Non-Discrimination Policy
  - c.) Grounds and Procedures for Termination
  - d.) Appeal Process
- 4. The following documentation is required:
  - a.) Picture ID as evidenced by one of the following:
    - Official state drivers license
      - Official state identification card
  - b.) Social Security Card
  - c.) Proof of a threat of eviction/foreclosure, as evidenced by one of the following:

A letter from a landlord including amount of one month's

- \* rent and statement that rent is past due Mortgage letters and or a copy of loan coupon showing mortgage amount and date due and canceled checks
- d.) Proof of income:

Tax returns

- \* Income verification from a social service agency Pay check or benefit check stubs
- \* Letter from welfare/eligibility worker
- \* Papers from TANF, CALWORKS, SSI, etc., indicating eligibility under guidelines, or presence on a waiting list, or in status review

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- 5. Proof of disability
  A notice from SSI, Worker Comp or State Disability
- 6. Medi-Cal cards
- 7. Bill statements of monthly expenses
  - PG&E
  - Telephone
  - \* Cable
  - \* Water/Garbage
  - \* Car payment
  - \* Car insurance
  - \* Debt payments
  - \* Other expenses

#### D. LANDLORD AGREEMENT

- 1. Once the intake/interview have taken place and if the client is found eligible a form called "Agreement To Stop Eviction/Foreclosure" is signed by both the eligibility worker and the client. The form is given to the client to take to their landlord to have signed.
- 2. Once the Agreement to Stop Eviction/Foreclosure is returned to the office a Check Request is issued for the final process of the rental assistance.
- 3. Checks can usually be turned out and mailed within seven (7) days of submitting a check request. A **RUSH** check request may be issued in special circumstances. The eligibility worker will determine when this is necessary.

#### E. CLIENT RIGHTS AND RESPONSIBILITIES

- 1. **Confidentiality** All clients have the right to confidentiality in their interactions with the rental assistance program. A release of confidentiality is requested for the purpose of sharing data with other social service agencies in an effort to obtain maximum assistance for clients.
- 2. Non-Discrimination Policy The Community Action Board, Inc., and the rental assistance program adhere to a policy of non-discrimination in providing service. Any client who believes he/she has been discriminated against can invoke the Appeal Process.
- 3. **Grounds And Procedure For Termination** The rental assistance program may terminate assistance to the client under specific conditions.

#### Rental Assistance – <u>Policies</u> and <u>Procedures</u> Page 4

- 4. **Appeal Process -** Any client or potential client who believes that he/she has been unfairly treated has a right to appeal.
- 5. Household Budget Worksheet The client and eligibility worker will review the client's household budget to assist in planning for short-term success in achieving household affordability. Exhibit # 1
- 6. **Client Goals Worksheet** The client and eligibility worker will develop household goals to assist in planning for short-term success in achieving household affordability. **Exhibit # 2**
- 7. **Families In Transition Referral -** All eligible households will be referred to Families In Transition to assist them in long-term success in achieving household affordability. **Exhibit # 3**

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## The Shelter Project

## MONTHLY BUDGET

NAME:	MONTH:				
INCOME	EXPENSES				
HICOME					
Employment:	Rent:				
Employment:	Utilities: PG&E				
Employment:	Telephone				
Employment:	Cable				
TANF:	Water/Garbage				
Food Stamps:	Food:				
Child Support:	Laundry: (detergent, etc.)				
Unemployment:	Personal:				
Unemployment:	Transportation: Gas				
Disability:	Bus Fair				
SSI:	Car Repair				
Social Security:	Insurance				
FIT Payment:	Child Care:				
Other Income:	Debt Payments & Other Expenses:				
	1.				
	2,				
	3.				
	4,				
Total Income:	Total Expenses:				
AL INCOME:					
AL EXPENSES: -					
TH'S SAVINGS: =		*			
	SAVINGS TO DATE:				

ATT. C Exhibit 1

0211

## PRESUPUESTO MENSUAL

NOMBRE:	MES:			
<u>INGRESOS</u>	<u>GASTOS</u>			
Empleo:	Renta:			
Empleo:	Servicios de utilidad:			
Empleo:	Gas/Electricidad			
Empleo:	Cable			
Empleo:	Agua/Basura			
Asistencia Pública:	Comida:			
Sostén de niño/s:	Lavado:(detergente etc.)			
Estampillas de comida:	Personal:			
Desempleo:	Transportación:			
Desempleo:	Gasolina:			
Incapacidad:	Pasaje de autobús:			
SSI:	Reparación de automóvil:			
Seguro Social:	Seguro:			
Pago de FIT:	Cuidado de niños:			
Otro Ingreso:	Pago de deudas y			
	1.			
	2.			
	3.			
	4.			
Ingreso Total:	Gasto Total:			
	•			
INGRESO TOTAL:				
GASTO TOTAL:	·•			
AHORROS DEL MES: =				
Т	OTAL DE AHORROS:			

4/00\*28

## The Shelter Project

### **Eviction/Foreclosure Prevention Goals**

Name:			 Date:						
Objectives	for the	next 3	30 day	period	 to		a	re:	
1			·—··		 Date	of	completion:	:	
2			. 7		Date	of	completion:	:	_
<b>3</b>					 Date	of	completion	:	_
4					Date	of	completion:	:	_
5					Date	of	completion	·	_
6					 Date	of	completion:	:	_
7			····		 Date	of	completion	·	_
8					Date	of	completion	:	_
9.		·			Date	of	completion	:	_
10					 Date	of	completion:	·	_
11					Date	of	completion:		_
12					 Date	of	completion:	: <u> </u>	_
13		<del>,</del>			 Date	of	completion:	:	_
14					Date	of	completion:	:	_
15		<del></del>			 Date	of	completion:	: <u> </u>	_
16					 Date	of	completion:	:	_
17.					 Date	of	completion:		_
13		<del>.,</del>			 Date	of	completion:	:	_
13					 Date	of	completion:	:	_
23					Date	of	completion:		_

# Metas para la prevención de desalojamiento o anulación del derecho de redimir una hipoteca

	Nombre :	Fecha:						
	Objetivos para el proximo periodo de 30 dias							
1.		Fecha de completamiento:						
		Fecha de completamiento:						
		Fecha de completamiento:						
4.		Fecha de completamiento:						
5.		Fecha de completamiento:						
E.		Fecha de completamiento:						
7.		Fecha de completamiento:						
8.		Fecha de completamiento:						
9.		<del>Fe</del> cha de completamiento:						
b—		+ Fecha de completamiento:						
ΙΙ		Fecha de completamiento:						
12		Fecha de completamiento: ——						
13		Fecha de completamiento:						
14		Fecha de completamiento:						
15		Fecha de completamiento: ——						
16		Fecha de completamiento:						
1 <i>7</i>								
18		Fecha de completamiento:						
19		Fecha de completamiento: ——						
20		Fecha de completamiento:						

#### FAMILIES IN TRANSITION AGENCY REFERRAL

All referrals must be sent to the main office; mail to 210 High Street, Ste. 105 Santa Cruz, CA 95060, County Interoffice mail to FIT, or FAX to 458-7113. (It is recommended that either the referring agency or family call FIT at

#### PLEASE NOTE THE FOLLOWING:

- The referral is to be filled out by the referring agency not the client.
- In order for referral to be processed it must be filled out COMPLETELY.
- There must be a phone number to contact client (If this contact number changes it is the responsibility of the family or referring agency to contact FIT and let us know of the change).
- If there is no contact phone number please refer family to the Community
- Include a mailing address where the family can receive notification by FIT.

Action Board to obtain a voice mailbox. CAB's voice mail can be contacted
at: (831) 457-1741.

Q <sub>a</sub>	OFFICE USE ONLY cord of Contact by FIT:
	seworker:
Da	le:
Ou	(come
U.B	(e;
Ou	tcome
Da	fe:
Οu	tcome

0214

458-7124 to ensure that the referral has been received). Referring Agency: \_\_\_\_ Person Making Referral: Referring Person's Phone: Reason for referral: Phone Number to Contact Client: Family Referred: Address to contact Client: Is head of household limited English speaking? Yes —— No **FAMILY MEMBERS:** Adults: Age: \_\_\_\_ DOB: Citizen: Y N SS#: Level of education: [ ]H.S. Graduate [ ]Crop-out [ ]GED [ ]College+ [ ]Certificate Voc/Trade School \_\_\_\_\_ SS#: \_\_\_ Level of education: [ ]H.S. Graduate [ ]Drop-out [ ]GED [ ]College+ [ ]Certificate Voc/Trade School Children: \_\_\_\_\_ SS#: \_\_\_\_\_ Age: \_\_\_\_ DOB: Citizen: Y N Name: \_\_\_ SS#: Age: DOB: Citizen: Y N \_\_\_\_\_ SS#: \_\_\_\_\_ Age: \_\_\_\_ DOB: \_\_\_\_ Citizen: Y N Name: \_\_\_\_\_ DOB: \_\_\_\_ DOB: \_\_\_\_ Citizen: Y N Name: \_\_\_\_\_\_ SS#: \_\_\_\_\_\_ Age: \_\_\_\_ DOB: \_\_\_\_\_ Citizen: Y N \_\_\_\_\_\_ SS#: \_\_\_\_\_\_ Age: \_\_\_\_ DOB: \_\_\_\_\_ Citizen: Y N List two personal references or contact numbers to reach client: name phone relationship

phone

relationship

name

ETHNICITY: [ ]White, Non-Hispanic [	]Black, Non-Hispanic [ ]Hispa	anic [ ]Native America	n [ ]Asian [ ]Other			
CURRENT LIVING ARRANGI	<u>EMENTS:</u>		0215			
[ ]Home [ ]Hotel/Motel [ ]	Shelter [ ]Church Satellite [ ]Camp	oing [ ]Car/Van [ ]Friend/Re	elative [ ]Street			
[ ]Other (please specify)						
How long has client been in Santa Cruz [ ]0-6mos [ ]6-12mos [ ]12 or more months						
How long has client been hom	neless in Santa Cruz? [ ]0-1mo [ ]1-	-3mos [ ]3-6mos [ ]6+ mos				
EMPLOYMENT: Is client currently employed?:	[ ]Y [ ]N					
INCOME SOURCES:	SOURCE	AMOUNT				
			-			
			-			
			-			
			-			
	Total monthly income	e:	-			
SOCIAL SERVICES STATU	<u>S:</u>					
Is client currently involved wit	h the Human Resources Agency?	[]Y []N				
If yes, TANF/AFDC Casewor	ker	_ Phone:	TANF/AFDC#:			
How long has client been on	TANF/AFDC?					
Is client currently involved wit	h CALWORKS Social Worker?	[]Y []N				
	orker name:		_ Phone:			
•	th EmploymentTraining?	[]Y []N	Phono			
	th Child Welfare Services?		Phone:			
•			Phone:			
History of drug/alcohol abuse History of Mental Illness? History of Domestic Violence	[]Y []N []Unknowr	n Diagnosis?:	[]Y []N []Unknown			
What needs has family expre	essed to you or others in your agency?	?				

_	F.								
ہا	4CORD, CERTIF	FICATE OF LIAB	ILITY INS	URANCE	0216		DATE		
PRO	DUCER	87			UED AS A MATTER	OF INF			
BI	dell & nelson/harbert				O RIGHTS UPON T ATE DOES NOT AME				
P	BOX 1295			HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
[	NTA CRUZ. CA 95061			INSURERS AFFORDING COVERAGE					
D(	N EPPENBACH			INSURERS AFFORDING COVERAGE					
	COMMUNITY ACTION	N BOARD OF SCC,	1	INSURER A: NONPROFITS' INSURANCE ALLIANCE					
	501 SOQUEL AVE.		INSURER B:	INSURER B: NONPROFITS' INSURANCE ALLIANCE					
	SANTA CRUZ, CA CAB CONTRACTS		i INSURER D:		ATION INSURANCE	<u> </u>			
		COMMOO	INSURER E:	LIED_MUTUAL	INS CO-				
co	VERAGES			· · · · · · · · · · · · · · · · · · ·					
Ñ	14Y PERTAIN, THE INSURANCE AFF	BELOW HAVE BEEN ISSUED TO THE DITION OF ANY CONTRACT OR OTH ORDED BY THE POLICIES DESCRIBED N MAY HAVE BEEN REDUCED BY PAID	ER DOCUMENT WIT HEREIN IS SUBJECT CLAIMS.	U DECDECT TO MA	1001 TIND OFFICIOATE				
INSR	TYPE <b>OF</b> INSURANCE	POLICY NUMBER ,	POLIE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIM	ITS			
A	GENERAL LIABILITY	2002-00234NPO	01/01/2002	01/01/2003	EACH OCCURRENCE		1000000		
	X   COMMERCIAL GENERAL LIABILITY			01/01/2003	FIRE DAMAGE (Any one tire)	\$	100000		
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$	10000		
	<u>x</u>				PERSONAL& ADV INJURY	<u> </u> \$	1000000		
	OFFIL ACCRECATE LIMIT APPLIES PER	•	1		GENERAL AGGREGATE	\$	2000000		
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-				PRODUCTS COMPIOP AGG	<del>                                     </del>	200000		
В	AUTOMOBILE LIABILITY  X ANY AUTO	2002-00234AUTOB	01/01/2002	01/01/2003	COMBINED SINGLE LIMIT (Ea accident)	\$	7.000.00		
	ALL OWNED AUTOS		İ		I BODII VIN III BV		1000000		
	SCHEDULED AUTOS	\ 1			BODILY INJURY [Per person]	\$	i		
	HIRED AUTOS  X NON-OWNEDAUTOS				BODILY INJURY (Per accident)	\$			
				1	PROPERTY DAMAGE	\$	7		
	GARAGE LIABILITY	_			AUTO ONLY - EA ACCIDENT	\$	(		
	ANY				OTHER THAN EA AUTO ONLY: AGG	\$			
	EXCESS LIABILITY		_		EACH OCCURRENCE	\$			
	OCCUR CLAIMSMADE				AGGREGATE	\$			
	├ <b>-</b> ¬					i s	·		
	DEDUCTIBLE				,	<del>-</del>			
_	WORKERS COMPENSATION AND			<u> </u>	WCSTATU- OTF	i \$			
C	EMPLOYERS' LIABILITY	1611702-02  -	01/01/2002	01/01/2003	TORYLIMITS! ER				
					E.L. EACH ACCIDENT	\$	1000000		
			1		E.L. DISEASE - EA EMPLOYE		1000000		
	OTHER	BD <b>79</b> 0 0579276	03/28/2002	03/28/2003	E.L. DISEASE - POLICY LIMIT	-:	1000000		
	FIDELITY BOND	22 .0 0 00,32,0		03/28/2003	AGGREGATE		100 <b>000</b>		
DES	L CFIPTION OF OPERATIONS/LOCATIONS/VER	) HICLES/EXCLUSIONS ADDED BY ENDORSEMEN	  T/SPECIAL PROVISIONS	<u> </u>					
		ZZ, ITS OFFICERS, AGENTA OF THE ABOVE NAMED INST		EES ARE NAM	RD ADDITIONAL I	NSURI	ED, AS		
CE	RTIFICATE HOLDER AD	DITIONAL INSURED; INSURER LETTER:	CANCELLAT	ION					
O'MOSEEATION   U-Day Notice for Non-Payment of					of Pres				
	COMMUNITY PROGRA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  DATE THEREOF. THE ISSUING INSURER WILL INPROVOR YOU MAIL 3.0 DAYS WHITTEN					
	COUNTY OF SANTA			NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, PATCHELLE TO THE					
	1000 EMELINE AVE			THE COLUMN TO THE THE TANK THE THE TELL WAS AND THE TELL					
	SANTA CRUZ, CA	95060	REPRESENTATION	SCROESCH TOTAL STATE STA					
			AUTHORIZED A	AUTHORIZED REPRESENTATIVE					
	4CORD 25-5 (7/97)				ANN AC		DON		

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\* ACORD CORPORATION 1988