

County of Santa Cruz

0293

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(83 1) 454-4130 or 454-4045 FAX: (83 1) 454-4642

August 30, 2000

AGENDA: September 26, 2000

BOARD OF SUPERVISORS

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

FOOD STAMP EMPLOYMENT & TRAINING (FSET) PROGRAM

Dear Members of the Board:

As you may know, the U.S. Department of Agriculture's Food and Nutrition Service (FNS) administers the Food Stamp Employment and Training Program (FSET), a program designed to provide Food Stamp recipients with opportunities that will lead to paid employment and decrease dependency on assistance programs. The purpose of this letter is to request your Board's acceptance and appropriation of unanticipated revenue in the amount of \$60,414 for the implementation of the FSET program; and to request your Board's approval of the agreement with the Homeless Community Resource Center to provide FSET program services. There is no County cost associated with this project.

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, known as the Welfare Reform Act, made significant changes to the nations' welfare system, including the Food Stamp Program. In particular, the act limits Food Stamp Program participants who are able-bodied adults between the ages of 18 and 50 and without dependents to 3 months of food stamp benefits within a 3-year period unless they (1) meet work requirements or (2) are exempted from these requirements because they live in areas with high unemployment or an insufficient number of jobs. These able-bodied adults can meet the work requirements by (1) working a minimum of 80 hours a month; (2) participating in qualifying state employment and training programs for 20 hours a week; or (3) working in a public service capacity in exchange for public benefits, such as food stamps.

The Human Resources Agency has negotiated an agreement with the Homeless Community Resource Center of Santa Cruz to provide FSET services to homeless Food Stamp recipients. Santa Cruz County's FSET program will provide evaluation and assessment, job search training and public service work opportunities. The program targets homeless, able-bodied adults without dependents to assist them in maintaining Food Stamp eligibility while working towards employment goals.

BOARD OF SUPERVISORS

Agenda: September 26, 2000

FOOD STAMP EMPLOYMENT & TRAINING (FSET) PROGRAM

IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt a resolution accepting unanticipated revenue in the amount of \$60,414 for the Food Stamp Employment & Training Program and appropriating that revenue as shown on the attached AUD 60; and
2. Approve and authorize the Human Resources Agency Administrator to sign the agreement with the Homeless Community Resource Center for the provision of FSET Program services.

Very truly yours,



CECILIA ESPINOLA

Administrator

Attachments:

CE\RB

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

CC: County Administrative Office
Auditor Controller
HRA-Fiscal
Homeless Community Resource Center

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

RESOLUTION NO. _____

On the motion of Supervisor _____
duly **seconded** by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING **UNANTICIPATED** REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Federal
FNS Grant for FSET program; and

WHEREAS, the County is recipient of funds in the amount of \$ 60,414
which are either in excess of **those anticipated** or are not specifically set
forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds
may be made available for specific appropriation by a four-fifths vote of
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 60,414

Department HRA/Social Services

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392100	0928	FSET	60,414

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
321	392100	3665		Prof & Special-Other	60,414

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

By Graciela G. Diaz
Department Head

Date 9/7/00

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

N O E S : SUPERVISORS

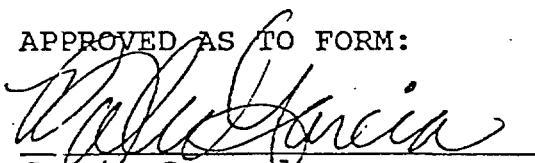
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 6/19 00

Auditor-Controller

Distribution:

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: _____ 0297
Human Resources Agency (Dept.)
Grace [Signature] (Signature) 8/28/2000 (Date)

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and, Homeless Community Resources Center, 115 Coral St. Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide assessment workfare and job search training to assist homeless food stamp recipients towards sustained employment
3. The agreement is needed, to implement Food Stamp Employment Training (FSET) program
4. Period of the agreement is from 10/1/00 to 9/30/01
5. Anticipated cost is \$ 60,414 (Fixed amount; Monthly rate, Not to exceed)
6. R e m a r k s : Contact: Renee Brown x4837
7. Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. CO 02262 Date 9/19/00
are not available and will be encumbered.
* SUBJECT TO APPROVAL OF AUD-60
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator _____ to execute the same on behalf of the County of Santa Cruz

H R A _____ (Agency),
County Administrative Officer

Remarks: ES (Analyst) By Ed Silva Date 9/19/00

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Audi-or-Controller - Blue
Co. Admin. Officer - Canary
Audi-or-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, do hereby certify that the foregoing request for approval of agreement entered into by said Board of Supervisors as recommended by the County Administrative Officer by **41** entered in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of October, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, the Homeless Community Resource Center, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

In accordance with the State approved plan for Santa Cruz County, Contractor will provide Food Stamp Employment and Training (FSET) Services to participants referred by County. FSET services will be provided as a means to assist homeless Food Stamp recipients to maintain eligibility while working towards sustained employment. Services will include assessment & evaluation, workfare and job search training. Contractor will monitor participants activity and report to the County on a regular schedule. See Attachment A, Scope of Services.

- 2. COMPENSATION. In consideration for CONTRACTOR providing services described in Attachment A (Scope of Services), COUNTY agrees to pay CONTRACTOR as follows:

- A. An amount not to exceed \$60,414 to be billed based on participation and referrals. CONTRACTOR will be paid a flat rate: \$30 for each person referred but who does not participate and \$175 per month for persons referred and who participate in the program.
- B. Total contract amount is based on and limited to the availability of funding via the 100% Federal Grant Component of the FSET program. If Federal FSET funding is reduced or eliminated, the amount available for services provided under the agreement will likewise be reduced or eliminated. No COUNTY funds will be used to fund services under this agreement.
- C. CONTRACTOR shall submit monthly invoices no later than the 15th of the following month. Only original invoices in the format shown in Attachment B, Sample Invoice, will be processed.

Submit invoice for payment to:

Human Resources Agency
Attn: FK13
1020 Emeline Avenue
Santa Cruz, CA. 95060

- 3. TERM. The term of this contract shall be October 1, 2000 through September 30, 2001.

- 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

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Contractor/County

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 Contractors 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) Workers Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 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.

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Contractor/County

- 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:

Human Resources Agency
 1020 Emeline Avenue
 Santa Cruz, CA 95060 Attn: Renee Brown (ES03)

- 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
 1020 Emeline Avenue
 Santa Cruz, CA 95060 Attn: Renee Brown (ES03)

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 and genetic characteristics), 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 and genetic characteristics), 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 Equal Employment Opportunity 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,

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 Contractor/County

dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 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.

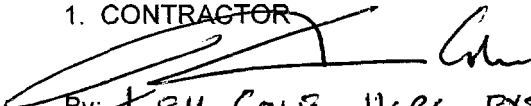
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Contractor/County

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. CONFIDENTIALITY. The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement, except for statistical information not identifying any client, Notwithstanding this provision, CONTRACTOR agrees to provide COUNTY with client records on request, for the purpose of verifying compliance with this Agreement.
13. ACKNOWLEDGEMENT. All reports and literature produced through services funded by the Santa Cruz Board of Supervisors must include an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to the Agency.
14. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements.
15. COMPLIANCE WITH APPLICABLE LAWS. CONTRACTOR will comply with all applicable laws, ordinances, and codes of the Federal, State and County governments in performing its duties under this agreement.
16. USE OF FUNDS. CONTRACTOR agrees that all funds from this Agreement are used solely to serve Food Stamp clients referred to CONTRACTOR under this Agreement.
17. ATTACHMENTS. This Agreement includes the following attachments:
 - Attachment A, Scope of Services
 - Attachment B, Sample Invoice
 - Attachment C, Non-Discrimination in State and Federally Assisted Programs

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

1. CONTRACTOR


By: KEN COLE, HCRG EXEC DIR.

Address: 115 Coral Street

Santa Cruz, CA 95060

Telephone: (831) 458-6023

4. COUNTY OF SANTA CRUZ

By _____

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 8-4-2000
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

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

SCOPE OF SERVICES

Homeless Community Resource Center (HCRC)
FSET Program**Goal Statement:**

In accordance with approved State plan for Santa Cruz County, provide FSET services to homeless Food Stamp clients referred by the Human Resources Agency (HRA). The Santa Cruz County FSET program is intended to provide employment and training activities that enable participants to maintain Food Stamp eligibility while working towards sustained employment.

Measurable Objectives:

1. Develop and maintain the following FSET components in accordance with the State approved plan for Santa Cruz County:

Evaluation/Assessment
Job Search
Job Search Training
Workfare

Activities:

- ◆ Develop and maintain documentation for tracking a clients participation in each component.
- ◆ Provide appropriate levels of supervision to clients within each component.
- ◆ Provide curriculum and training for seven, two hour job search training modules covering effective resume writing, making a positive impression at job interviews, resolving conflicts in the workplace, conducting effective job searches, completing employment applications, general hygiene/appropriate attire and computer skills.

2. For each client referral, conduct a face-to-face assessment within 48 hours of referral to determine the client's ability and willingness to participate in services.

Activities:

- ◆ Assign a designated FSET Case Manager and designate backup staff who can adequately assume the duties of the case manager when the case manager is not available. HCRC shall not change Case Manager staff without prior notification to the Food Stamp liaison at HRA.
- ◆ HCRC will not refuse services to any client referred by HRA without first conducting such an assessment and reporting to the designated Food Stamp liaison the reason for refusal of services.

3. Develop a case plan for each client who is determined willing and able to participate in services.

Activities:

- ◆ Assign the client to a schedule of employment and training activities that will allow the client to maintain Food Stamp eligibility in accordance with the California Department of Social Services Manual of Policies and Procedures Section 63-407.85.
- ◆ Assign the client to a schedule of employment and training activities with the intention of moving the client towards sustained employment.
- ◆ Identify client needs for substance abuse counseling and identify in the case plan. Appropriate referrals and monitoring of those services will be done by HCRC.
- ◆ Document the case plan on the FSET Participation Form, to be jointly developed by HCRC and HRA.

4. Monitor and track each participants hours by component and report to the Food Stamp program liaison on a scheduled basis.

Activities:

- ◆ Develop and maintain a system for verifying the participation (attendance and hours) levels of each client by component.
- ◆ Set a scheduled weekly time for the HCRC Case Manager to report to the Food Stamp program liaison. Timely and accurate reporting is a necessary and material condition of this agreement.
- ◆ Submit participation documentation for each client by component once per month, no later than the 15th of the following month.

Attachment B

0305

Sample Invoice
Homeless Community Resource Center (HCRC)
FSET Program

DATE: _____

CONTRACTOR: Homeless Community Resource Center
ADDRESS: 115 Coral Street
Santa Cruz, CA. 95060

CONTRACT #: _____ CONTRACT TERM: 1 0/1/00 – 9/30/01

REPORT MONTH FROM: _____ TO _____

Service Categories*	Number of Persons	Rate \$	Total
Referral of client to the FSET program but did not receive services.		30	
Clients served in workfare		175	
Clients served in job search training		175	
Clients served in OJT		175	
Clients served in OJT/Alcohol Drug Rehab		175	
Clients served in unsupervised job search		175	
Clients served in unsupervised job search/ Alcohol Drug Rehab		175	
TOTAL \$ CLAIMED THIS MONTH			

* Persons participating in more than one component are counted in the one component reflecting the highest number of hours of participation.

I hereby certify that the information in this statement is correct to the best of my knowledge and that services have been performed in accordance with the conditions set forth in the contract.

Prepared by: _____ Signature: _____
(Please Print)

Date: _____ Phone: _____

Mail to: Human Resources Agency
P.O. Box 1320
Santa Cruz, CA 95061
Attn: FK13

ASSURANCE OF COMPLIANCE WITH THE HUMAN RESOURCES AGENCY

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

HOMELESS COMMUNITY RESOURCE 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 11135-1 1139.5, 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 11135-1 1139.5, 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 8/18/00

Signature of Ken Cole, HCRRC Executive Director

Address of Vendor/Recipient: HCRRC 115 CORAL ST. SANTA CRUZ, CA 95060

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Form **W-9**
(Rev. November 1999)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do NOT
send to the IRS.

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)
Homeless Community Resource Center

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
115 Coral Street

City, state, and ZIP code
Santa Cruz, CA 95060

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number
770334183

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature** *[Signature]* **Date** *8/18/00*

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, **IRS prefers** you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons **must** use an appropriate Form W-8.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form w-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.