

county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR
1000 EMELINE ST., SANTA CRUZ, CA 95060
(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

December 20, 2000 AGENDA: January 9, 2001

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

APPROVE CONTRACT FOR FINANCIAL LITERACY SERVICES

Dear Members of the Board:

As part of its workforce development activities, the Human Resources Agency (HRA) has developed a Financial Literacy initiative for low-income youth and adults with its community partners. The purpose of this letter is to recommend a contract with Community Ventures, Inc. to implement this new initiative.

Financial literacy refers to a wide range of money management, saving, consumer and economic skills, which can be taught to assist a broad population in achieving economic self-sufficiency. As part of the Financial Literacy initiative, HRA has formed a coalition with Cabrillo College, Community Ventures, Inc., and the El Pajaro Community Development Corporation to provide financial literacy skills to low-income youth and adults in the community. The coalition is planning a three-year pilot project, beginning in January 2001.

The project will include developing age-appropriate financial literacy curriculum and pilottesting it with low-income youth, CalWORKs adults, low-income entrepreneurs, and financial aid students in the Fast Track to Work Program at Cabrillo. After the curriculum is developed, instructors will be trained to teach it in local community-based organizations, at Cabrillo, in local schools, and for the CalWORKs adult and youth population. The project coordinator will ensure that financial literacy learning becomes a permanent part of skill-building in the local schools and other organizations that serve low-income families. Community Ventures, Inc. will be the lead agency for the project.

At this time, HRA is recommending a contract with Community Ventures, Inc. to implement the pilot project. Federal incentive funds are available for the project, at no County cost. The contract in the amount of \$50,000 will extend from January 2001 through June 2002. The coalition will be seeking foundation and corporate funding in order to complete the pilot project.

BOARD OF SUPERVISORS

Agenda: January 9, 2001

Approve Contract for Financial Literacy Services

In order to approve the contract, it will be necessary to accept and appropriate unanticipated revenue, as detailed on the attached AUD 60. The proposed contract has been approved by County Counsel and Risk Management, signed by the contractor, and is on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board:

- 1. Approve a contract with Community Ventures, Inc. in the amount of \$50,000 for financial literacy services from January 1, 2001 through June 30, 2002;
- 2. Adopt an AUD 60, accepting and appropriating \$50,000 in unanticipated revenue; and
- 3. Authorize the Human Resources Agency Administrator to sign the contract on behalf of the County.

Very truly yours,

CECILIA ESPINOLA

Administrator

CE/LL/GG:gg/financelitbos.doc

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RECOMMENDED:

Susan A. Mauriello

County Administrative Officer

Attachments

cc: County Administrative Office

Auditor-Controller County Counsel Risk Management

Contractor

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

0343 FROM: HRA TO: Boar 1 of Supervisors (Dept.) Courty Administrative Officer **Courty Counsel Auditor-Controller** The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same. 1. Said crgreement is between the Santa Cruz Co. Human Resources Agency _ (Agency) Community Ventures Inc. (Name & Address) 2. The agreement will provide Consulting Services to the Financial Literacy Coalition: Responsabilities to plan. organize, and coordinate a Financial Literacy program in Santa Cruz Co. to implement the pilot project 3. The agreement is needed.__ 4. Period of the agreement is from 1/1/01 to 6/30/02 (Fixed amount; Monthly rate; Not to exceed) 5. Anticipated cost is \$ 50,000 6. Rem arks: FY 00/01 Encumberance \$50,000 Contact: G. Groves X4036 W-9 attached 7. Appropriations are budgeted in 392100 (Index#)5783 (Subobject) NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Appropriations are not available and have been encumbered. Contract No. 02330 Date 12/28/00 GARY A. KNUTSON, Auditor) Controller Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HR/ Administrators to execute the same on behalf of the HRA Remarks: Agreement approved as to form. Date _ Distribution: Bd. of Supv. . White State of California Auditor-Controller - Blue County of Santa Cruz County Counsel - Green . Co. Admin. Officer . Canary ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, Aucitor-Controller - Pink State of California, do hereby certify that the foregoing request for approval of agreement was approved by Originating Dept. - Goldenrod said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered Tc Orig, Dept. if rejected. in the minutes of said Board on County Administrative Officer

ADM - 29 (6/95)

__ Deputy Clerk

COUNTY A	ADMINISTRATIVE OFFICER	Recommended to Board
		// Not recommended to Board
California,		Supervisors of the County of Santa Cruz, State of, 19 by the following):
AYES:	SUPERVISORS	
NOES:	SUPERVISORS	
ABSENT:	SUPERVISORS	
		Chairperson of the Board
ATTEST:		
Clerk of the	Board	
APPROVEI	O AS TO FORM:	APPROXED AS TO ACCOUNTING DETAIL:

Home a County Counsel (2)(4)47

Aydnor-Controller MANAGER

Distribution:

Auditor-Controller County Counsel County Administrative Officer Originating Department

AUD60 (REV 12/97)

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:

	RESOLUT	CION ACCEPTING	UNATICIPATED REVENUE	
	the County of Stivesfor		recipient of funds f	rom DSS program: and
which are	e either in exc	ess of those a	ands in the amount of nticipated or are not et of the County: and	
may be ma		or specific app	Section 29130(c)/29064 propriation by a four-	
NOW, THER Auditor-C	EFORE, BE IT R Controller accep	ESOLVED AND OR	DERED that the Santa (e amount of \$\footnote{50},000	Cruz County into
Departmen	nt <u>HRA</u>			
<u> </u>	Index Number	Revenue Subobject Number	Account Name	Amount
011	392100	0932	Fed-CalWorks	50, 000
and that	Ех	and are hereby penditure subobject Number PRJ/UCO	appropriated as follo	ows:
c21	392100 5	283	Other Charges (TANF)	50,000
research	INT HEAD I here led and that the fiscal year.	e Revenue(s) (h	t the fiscal provision has been) (will be) re Date	ceived within the
AUD60 (F	Rev 5/94)			Page 1 of 2

AUD60 (Rev 5/94)

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of January, 2001, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY,, hereinafter called COUNTY, <u>Community ventures</u> inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result:

provide a Financial Literacy program for CalWORKs and low-income adults, Fast Track to Work/financial aid students at Cabrillo College, CalWORKs and WIA youth and low-income entrepreneurs in Santa Cruz County.

- COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
 - A. Reimbursement of program costs not to exceed \$50,000 on the basis of suitable invoices. Contractor may make modifications to the budget up to 10% of total budget. Modification of over 10% of the total budget shall be made only with prior written approval of the Human Resources Agency Administrator or designee.

Submit invoices for payment and documentation of service provided to:

Human Resources Agency
Attn: Gail Groves
1040 Emeline Ave.
Santa Cruz. CA 95060

- B. CONTRACTORS-which are non-profit, community based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, including a grant request/expenditure report form as provided by the COUNTY and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation, which adequately supports the request. Advances must be approved in writing by the Human Resources Agency. Each subsequent payment will be based on actual services.
- C. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested, naming the COUNTY as loss payee, an original certificate for which must be submitted to the COUNTY as part of the advance request.
- D. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.
- E. A grant request/expenditure form for the final reporting period of the fiscal year shall be provided to the COUNTY no later than August 15, 2002. CONTRACTOR must account for all. interest on an advance and expenditures of such interest as part of this final fiscal report. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COUNTY at that time.

TERM. The term of this contract shall be January 1, 2001 through June 30, 2002.



Initial Leg L. 19/00

- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> 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 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. <u>INSURANCE.</u> 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 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

Initial 121/19/00

- 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:

Human Resources Agency 1040 Emeline Ave.

Santa Cruz, CA 95060, Attn: Gail Groves

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 1040 Emeline Ave. Santa Cruz, CA 95060 Attn: Gail Groves

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> 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

Initial 12/19/00

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, 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. <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 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.

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- 9. <u>NONASSIGNMENT.</u> 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 <u>PRESENTATION OF CLAIMS.</u> 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. ATTACHMENTS. This Agreement includes the following attachments:
 - a. Budget

DISTRIBUTION:

- b. Coordinator Job Description
- 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	4. COUNTY OF SANTA CRUZ
By:	By:Cecilia Espinola, HRA Administrator
Organization: Community Ventures, Inc.	
Address: P.O. Box 1877	
Santa Cruz. CA 95061	
Telephone: (831) 425-7708	
Tax ID#:	
2. APPROVED AS TO INSURANCE: By: 12-20-2680 Risk Management 3. APPROVED AS TO FORM: By: County Counsel	

County Administrative Office

Auditor-Controller County Counsel Risk Management

Contractor

Initial ____/
Contractor/County

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 - b. Coordinator Job Description
 - 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	4. CO	UNTY O	F SANTA	CRUZ	
By: Lecture Director Typed Name/Title: Bill Leland, Executive Director	Ву:	Cecilia	Espinola,	HRA	Administrator
Organization: Community Ventures, Inc.					
Address: P.O. Box 1877					
Santa Cruz, CA 95061					
Telephone: (831) 425-7708					
Tax ID#: 77-0147648					
2. APPROVED AS TO INSURANCE:					
By:Risk Management					
3. APPROVED AS TO FORM:					
By:					

DISTRIBUTION: County Administrative Office

> Auditor-Controller County Counsel Risk Management Contractor

Financial Literacy Program

Budget

Funded by the Human Resources Agency of Santa Cruz County through

Community Ventures Inc. (CVI)

Consultant Half-time @ \$30/hr	\$3 1,200
Materials and Supplies	\$800
Phone	\$500
Printing/Copying	\$928
Postage	\$900
Email/Internet	\$350
Travel - local	\$300
Conferences - travel plus expenses	\$2,000
Outreach/Marketing	\$3,500
Training of Trainers	\$3,000
Administration - CVI (15% of above)	\$6,522
•	

Total \$50,000

Financial Literacy Project Coordinator

Definition

Consultant to the Financial Literacy Coalition, to be employed by Community Ventures, Inc. (fiscal agent). To plan, organize, analyze and coordinate a Financial Literacy program in Santa Cruz County; train and supervise teaching staff; and to complete other work as required. We define Financial Literacy to include a wide range of money management, consumer and economic issues to assist a broad population in achieving economic self-sufficiency.

Project Description

The purpose of the Financial Literacy program is to institutionalize Financial Literacy curricula in educational settings, community-based organizations, and social service agencies in Santa Cruz County. It is anticipated that the initial pilot project will last 2-3 years. Funding for the first year will be provided by the Human Resources Agency.

Tasks for Coordinator

- Research existing financial literacy curriculum in use in area schools
- Research existing curriculum in other areas and organizations
- Develop and implement a pilot project to teach Financial Literacy to the following defined populations: 1) CalWORKs and WIA Youth; 2) Fast-Track-to-Work/Financial Aid students at. Cabrillo College; 3) CalWORKs adults; 4) low-income entrepreneurs working with the El Pajaro Community Development Corporation
- Develop and carry out a site-specific plan for the institutionalization of the curriculum
- Coordinate training teachers for each organization
- Establish linkages to Individual Development Account and Earned Income Tax Credit programs and services
- Attend Financial Literacy conferences and meetings
- Develop outcome measures for the project
- Work with teachers in partner organizations to tailor curricula to meet specific needs of each student group
- Pilot test the curricula on 20-25 students from each target group
- Evaluate results of the pilot classes in terms of outcomes for the students
- Research funding for years 2 and 3
- Publishes each curriculum for distribution
- Report findings to Financial Literacy Coalition and funding sources
- Develop strategies for sustainability

Knowledges

- Thorough knowledge of the educational system in Santa Cruz County.
- Knowledge of program evaluation procedures
- Working knowledge of analytical and research processes
- Basic knowledge of financial literacy
- Demonstrated understanding of cross-cultural and low-income issues
- Demonstrated understanding of issues affecting youth

Abilities

Define complex problems, design efficient and organized plans to collect and format data, establish facts and draw logical conclusions. Develop effective learning or educational strategies for solving a wide variety of complex problems. Prepare and present a variety of clear and concise oral and written reports. Coordinate training of teaching staff. Establish and maintain effective working relationships with others contacted in course of work. Interpret and develop policies and procedures. Analyze grant guidelines and participate in preparation of grant proposals. Ability to understand, speak, read, and write Spanish is preferred.

Training and Experience

Any combination of training and experience which would provide the required knowledges and abilities is qualifying.

Special Requirements

Possession of a valid California Class C Driver's license or the ability to provide suitable transportation.

Project Timeline

Project to start no later than end of January 2001.

Compensation

Consultant will be paid \$30 per hour, up to 20 hours per week, for first year.

To Apply

In order to apply, send a resume and a 1-2 page letter of interest, including references, to Bill Leland, Community Ventures, Inc., P.O. Box 1877, Santa Cruz, CA 95061. For information, call Mr. Leland at (831) 4257708, ext. 216, or contact him by e-mail at *bleland@scruzccu.org*.

ATTACHMENT C - ASSURANCE OF COMPLIANCE WITH THE HUMAN RESOURCES AGENCY on NONDISCRIMINATION IN STATE and FEDERALLY ASSISTED PROGRAMS

COMMUNITY VENTURES, INC.

(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-I 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 Color's Signature

Address of Vendor/Recipient:

PO Box 1877 Sawm Ceuz CA 95061

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Initial WLR 1 13/19/00