



# county of Santa Cruz

0155

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## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 4544130 OR 4544045 FAX: (408) 454-4642

February 14, 2001

AGENDA: March 6, 2001

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA. 95060

### **APPROVE CONTRACT WITH CABRILLO COLLEGE**

Dear Members of the Board:

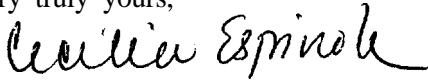
As you know, Cabrillo College provides employment and training services through the Fast Track to Work Program, which serves CalWORKs participants as well as other low income families seeking to upgrade their occupational skills and increase their earning potential. The purpose of this letter is to recommend a contract with Cabrillo College to provide career advancement services for CalWORKs participants who have graduated from the Fast Track To Work Program, entered the workforce and are moving off CalWORKs cash aid. Appropriations for this project were included in the Human Resources Agency Budget for Fiscal Year 2000-01.

This new project, referred to as the Retention, Advancement, Mobility Pilot (RAMP), will provide services for working parents, while tracking participant outcomes related to the Fast Track program. Fast Track graduates will be invited to participate in events and workshops designed to promote job retention and career advancement. Additionally, participants will be asked to provide outcome information to be used to evaluate program effectiveness so CareerWorks may learn more about the employment needs of working participants moving off CalWORKs cash aid.

The term of this agreement is from March 6, 2001 through June 30, 2002 and the total contract amount will be \$52,000. (\$20,000 in FY 2000-01 and \$32,000 in FY 2001-2002) and is fully funded by the CalWORKs single allocation. This 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 approve a contract in the amount of \$52,000 with Cabrillo College/Fast Track to Work for the Retention, Advancement, Mobility Pilot, and authorize the Human Resources Agency Administrator to sign the agreement on behalf of the County.

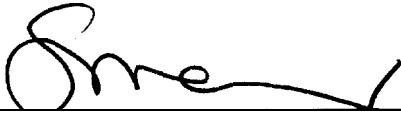
Very truly yours,



CECILIA ESPINOLA  
Administrator

CE/CW:cw  
Attachments

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

CC: County Administrative Office  
Auditor Controller  
County Counsel  
Risk Management  
Contractor

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0157

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

FROM: Human Resource Agency (Dept.)
[Signature] (Signature) 2/23/01 (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 Santa Cruz Co. Human Resource Agency (Agency) and Cabrillo College Fast Track to Work Progrsm 6500 Soquel Dr. Aptos CA. 95003 (Name & Address)
2. The agreement will provide Career Advancement services to Cal Works participants
3. The agreement is needed to provide employment and training services.
4. Period of the agreement is from 3/6/2001 to 6/30/2002
5. Anticipated cost is \$ 52,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: FY 00/01 \$20,000, FY 01/02 \$32,000 W-9 on file
Contact: c. Walberg X4067
7. Appropriations are budgeted in 392100 (Index#) 5665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C062358 Date 2/23/01
GARY A. KNUTSON Auditor - Controller
BY [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HUMAN Resource Administrator to execute the same on behalf of the Human Resource Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 2/23/01
Agreement approved as to form. Date

Distribution: Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel -
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
\*To Orig. Dept. if rejected.
ADM - 29 (6/95)

State of California )
County of Santa Cruz ) ss
I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on County Administrative Officer
19 BY Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 14<sup>th</sup> day of February 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, CABRILLO COLLEGE FAST TRACK TO WORK PROGRAM hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide post employment and post aid retention services for current and former CalWORKs recipients and CalWORKs outcome information, as described in Scope of Work, attached hereto and incorporated herein by reference.

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

Reimbursement of program costs not to exceed \$52,000 on the basis of suitable invoices, as specified in the Budget, attached hereto and incorporated herein by reference. Costs incurred between March 6, 2001 and June 30, 2001 (FY 2000-01) shall not exceed \$20,000 and costs incurred between July 1, 2001 and June 30 2002 (FY 2001-2002) shall not exceed \$32,000.

Submit monthly invoice for payment to:

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

- 3. TERM. The term of this contract shall be from March 6, 2001 through June 30, 2002 unless sooner terminated in accordance with paragraph 4.

- 4. TERMINATION.

A. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

B . Cessation or Reduction of Funding: Notwithstanding Paragraph 4 A. above, in the event that federal, state or other non-county finding for the contract ceases or is reduced, the COUNTY may immediately terminate this contract without prior written notice to the CONTRACTOR. All funding provided by this contract is contingent on the availability of State or Federal funding and continued State or Federal authorization for program activity and is subject to amendment or termination due to the lack of funds or authorization.

- 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.

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Initial/ (P)  
Contractor/County

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 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 (P) / \_\_\_\_\_.

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   L  .
- 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 (P) / \_\_\_\_\_

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:

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"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/CareerWorks  
1040 Emeline St.  
Santa Cruz, CA 95060  
Attn: Carol Walberg"

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/CareerWorks  
1040 Emeline St.  
Santa Cruz, CA 95060  
Attn: Carol Walberg

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

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Contractor/County

- 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.
- 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. CONTRACTOR agrees to comply and to require its officers, employees and agents to comply with all applicable County, State or Federal statutes or regulations regarding

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Contractor/County

confidentiality in the operation of CDSS funded programs.

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. ATTACHMENTS. This Agreement includes the following attachments:

- ATTACHMENT A: Budget
- ATTACHMENT B: Scope of Work
- ATTACHMENT C: AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT
- ATTACHMENT D: ASSURANCE OF COMPLIANCE

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

CONTRACTOR

COUNTY OF SANTA CRUZ

By: Kay Cardwell  
 KAY CARDWELL  
 CABRILLO COLLEGE  
 Address: 6500 Soquel Drive,-Aptos CA 95003

By: \_\_\_\_\_  
 CECILIA ESPINOLA  
 HRA ADMINISTRATOR

Telephone: (831) 479-6279

APPROVED AS TO INSURANCE:

By: Janet McKinley  
 Risk Management 2-13-2001

APPROVED AS TO FORM:

By: Jane M. Scott  
 County Counsel

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



ATTACHMENT A  
PROGRAM BUDGET

0163

**CABRILLO COLLEGE -FAST TRACK TO WORK  
Retention, Advancement, Mobility Pilot (RAMP)**

FISCAL YEAR 2000 2001 RAMP BUDGET

Expense Item	Budgeted Amount
Staff Salaries 1. Program Manager \$24.33/hr 2. Clerical Assistant 11.25/hr (temporary – hourly) (See professional services for Project Coordinator)	4,004
Staff Fringe Benefits	388
Staff Travel and Training	1,000
Program Supplies (Postage, office supplies, copies)	908
Professional Services 1. Project Coordinator Contract @24.00 per hour 2. Event child care for participants, publishing services, advertising, publicity etc	9,900 1,200
Participant Incentives and supportive services (Course materials and supplies, awards, bus pass, etc.)	1000
indirect Costs @ 8%	1,600
<b>Total</b>	<b>20,000</b>

PROPOSED FISCAL YEAR 2001 2002 RAMP BUDGET

Expense Item	Budgeted Amount
Staff Salaries 1. Program Manager \$24.33/hr 2. Clerical Assistant 11.25/hr	7,529
Staff Fringe Benefits	754
Staff Travel and Training	1,500
Program Supplies (Postage, office supplies, copies)	1,500
Professional Services 1. Project Coordinator @24.00 per hour 2. Other: Event child care for participants, publishing services, advertising publicity, etc	15,717 1,500
Participant Incentives and supportive services (Course materials and supplies, awards, bus pass, etc.)	940
Indirect Costs @ 8%	2,560
<b>Total</b>	<b>\$32,000</b>

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Contractor/County

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SCOPE OF WORK

**CABRILLO COLLEGE -FAST TRACK TO WORK  
Retention, Advancement, Mobility Pilot (RAMP)**

DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following results:

Provide post employment career advancement information for employed CalWORKs Fast Track to Work participants and former participants.

- Identify and recruit FTTW participants, graduates and former participants to participate in career advancement activities.
- Provide life skill instruction, information on educational and career advancement opportunities, and individual career instructional services to enhance the ability of former FTTW participants to increase their earning potential and advance in their chosen occupation.
- Collect FTTW program outcome information related to employment and family well being. Data elements to be collected and the method of outcome evaluation must be pre-approved by the HRA-CareerWorks Contract Analyst assigned to this project.
- The data collection and service phase of this contract shall be between April 1, 2001 and March 30, 2002. During this phase CONTRACTOR shall provide quarterly reports to the HRA Contract Analyst assigned to the project which will include the names and Social Security numbers of participants served, a brief narrative describing the services provided and preliminary outcome information acquired during the report period.
- CONTRACTOR will publish a final report on project findings and the FTTW-CalWORKs Program outcomes by June 30, 2002.

CLAIM PROCESS:

CONTRACTOR will submit a monthly claim with 20 working day following the end of each month. Claim forms must include the amount of program expenditures associated with each budget line item as listed on Attachment A. The final claim for fiscal year 2000-2001 activities must be submitted no later than July 15, 2001 and shall not exceed the amount specified for the fiscal year on page one of this contract. The final claim 2001-2002 activities must be submitted no later than July 25, 2002 and shall not exceed the amount specified for the fiscal year on page one of this contract. Claim forms must be approved by the COUNTY and will require CONTRACTOR certification.

CONTRACTOR is to submit claims to:

County of Santa Cruz – CareerWorks Fiscal Administration  
Attention Barbara Coy-Bulicz  
P.O. Box 1320  
Santa Cruz, CA, 95061

Attachment C  
AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0165

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated 2-14-01, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Cabrillo College, (hereinafter called CONTRACTOR) is amended to read as follows:

   /    1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

X (D)    /    2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY-amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

   /    3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:  
\_\_\_\_\_. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 3-6-01 date

County of Santa Cruz; \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: X Ray Cardwell  
\_\_\_\_\_

Date: 2-14-01

ATTACHMENT D

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

0166

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

**Cabrillo College**

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 2-14-01

Ray Cardwell  
Contractor