



county of Santa Cruz

0151

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

August 7, 2001

AGENDA: August 28, 2001

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA. 95060

APPROVE CONTRACT WITH DEFENSA DE MUJERES

Dear Members of the Board:

As you know, Defensa de Mujeres provides a comprehensive range of crisis intervention and prevention services for battered women and their children, with a special emphasis on serving Latinas and other under-served groups. The purpose of this letter is to recommend a contract with Defensa de Mujeres to provide domestic abuse intervention services for CalWORKs families, particularly monolingual Spanish speaking families, who are preparing for employment and self-sufficiency. Appropriations for this program were included in the Human Resources Agency Budget for Fiscal Year 2001-02.

This program will help ensure that domestic abuse intervention services are readily available for parents who are required to participate in work activities as a condition of receiving CalWORKs cash aid. Domestic abuse intervention services provided by Defensa de Mujeres will include counseling for parents and children, legal advocacy, community resource information and referral, safety planning and emergency shelter. Additionally, Defensa program services will be incorporated into individualized Welfare to Work plans prepared by Human Resources Agency case managers on behalf of each CalWORKs participant.

The term of this agreement is from August 21, 2001 through June 30, 2002 and the total contract amount will be \$50,000. This contract is fully funded by the CalWORKs single allocation.

BOARD OF SUPERVISORS
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CONTRACT WITH DEFENSA DE MUJERES

Page 2

IT IS THEREFORE RECOMMENDED that your Board approve a contract in the amount of \$50,000 with Defensa de Mujeres for CalWORKs domestic abuse intervention services 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

CONTRACT NO. _____

CAREERWORKS INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 7th day of August, 2001, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY CAREERWORKS DIVISION, hereinafter called COUNTY, and **Defensa de Mujeres**, 406 Main Street, Suite 326, Watsonville, CA 95076 hereinafter called CONTRACTOR.

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

Provide domestic abuse intervention services for CalWORKs Welfare to Work participants and their families as described in detail in Attachment A: Scope of Work.

2. TERM. The term of this contract shall be **August 28, 2001** through **June 30, 2002**.

3. 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 monthly grant request/expenditure forms.

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

C. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Carol Walberg: Careerworks Analyst
1080 Emeline Ave.
Santa Cruz, CA 95060.

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

D. 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 the COUNTY granting 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. Advance requests must be approved by the Human Resources Agency. Each subsequent payment will be based on actual services.

- E. 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.
 - F. 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.
 - G. A grant request/expenditure form for the final reporting period of the fiscal year shall be provided to the COUNTY no later than thirty (30) days after the contract ends. 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.
 - H. The COUNTY may pay 1/12 of the prior year or current year total budget amount, whichever is less, in lieu of an advance, in the months of July and August if this contract is listed on the Continuing Contracts List, and a continuing agreement has not yet been finalized.
4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party. COUNTY shall have the right to terminate this contract in the event that State, Federal or other funding for this contract ceases prior to the ordinary term of the contract.
 5. **DEOBLIGATION.** The COUNTY may require an amendment to reduce the payment limits of this contract if it is determined by COUNTY that the CONTRACTOR need not or cannot expend the full amount of the contract, in order to fulfill its obligations hereunder. The decision to deobligate will be based upon review of programmatic achievement and the comparison of actual levels of expenditure with the expenditure projections included in Attachment B: Scope of Work. Amendments required under this provision are not subject to the conditions set forth in Paragraph 4, such that the amendment need not be signed by the CONTRACTOR. The COUNTY shall notify the CONTRACTOR of such amendments.
 6. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OMB CIRCULARS.** CONTRACTOR agrees to comply with all applicable laws, regulations, and OMB circulars.
 7. **ENERGY ASSISTANCE/EARNED INCOME TAX CREDIT.** CONTRACTOR agrees to advise all participants served under this contract about Energy Assistance programs and the Earned Income Tax Credit, and to refer them to free tax services.

8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____ / ____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONTRACTOR'S 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 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

~~NO~~
B. Other Insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- 3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Human Resources Agency/CareerWorks Division
1040 Emeline Ave.
Santa Cruz, CA 95060

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency/CareerWorks Division
1040 Emeline Ave.
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related 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. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this contract.
- C. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this contract within thirty (30) days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous place available to all clients, employees, and applicants for employment.
- D. 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) For contracts of more than \$50,000 and employing more than fifteen (15) employees, 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. **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 or any part thereof 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 make all fiscal, administrative, programmatic and client records available to the Santa Cruz County Auditor-Controller, the State of California and/or the Federal Government if providing funding for this contract, the Human Resources Agency, or any authorized representative thereof, upon request, during the term of this contract and for a period of five (5) years after final payment under this contract for monitoring and audit purposes and to verify CONTRACTOR'S compliance with the terms of this contract.
- 11 **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.

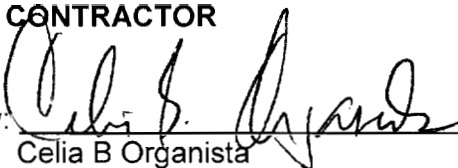
12. FEES. CONTRACTOR assures and certifies that it will not charge an individual a fee for the placement or referral of such person in or to a training program under the Workforce Investment Act.
13. PARTISAN POLITICAL ACTIVITIES. No monies, property or services received by CONTRACTOR under this contract shall be used in the performance of any partisan political activity, to further the election or defeat of any candidate for public office, or to assist, promote, or deter union organizing.
14. RELIGIOUS WORSHIP. There shall be no religious worship, instruction or proselytization as part of or in connections with the CONTRACTOR'S performance of this contract. CONTRACTOR will not permit participants in programs funded under the terms of this contract to be employed on the construction, operation, or maintenance of any facility which is used or to be used for religious instruction or as a place of religious worship.
15. CONFLICT OF INTEREST. CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services under this contract.
16. PUBLICATIONS & MEDIA PRESENTATIONS. The CONTRACTOR agrees that whenever information related to the program funded under this contract is released to the media, whether in print or by interview, such publicity, whenever practical, will include the statement *"funded by the County Board of Supervisors."* If this contract is funded in full or in part by the Workforce Investment Board, the statement must include *"and the Workforce investment Board."*
17. INTEGRATED DOCUMENT. This contract and attachments hereto embody the total agreement between the COUNTY and CONTRACTOR for the provision of the services detailed herein. No verbal agreements or conversation with any officer, agent or employee of the COUNTY concerning the terms or conditions of this contract shall affect or modify any of the terms or obligations contained in any document that is part of this contract.
18. 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.

19. ATTACHMENTS. This Agreement includes the following attachments, incorporated herein by reference: 0160

- A. Scope of Work
- B. Budget
- C. Assurance of Compliance on Nondiscrimination
- D. Monthly Participant Progress Report

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

A. CONTRACTOR

By: 
Celia B Organista
Executive Director
Defensa de Mujeres Inc.
406 Main Street, Suite 326
Watsonville, CA 95076

Telephone: (831) 722-4532

Tax ID#: 77-0272680

D. COUNTY OF SANTA CRUZ

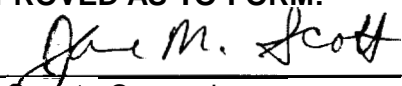
By: _____
Cecilia Espinola, HRA Administrator

B. APPROVED AS TO INSURANCE:

By: 
Risk Management

8/7/01
Date

C. APPROVED AS TO FORM:

By: 
County Counsel

Date

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

SCOPE OF WORK PLAN
August 14,2001- June 30,2002

Agency: Agency: **Defensa de Mujeres Inc.**
 Program: **CalWORKs Domestic Abuse Intervention Services**

Objectives	Implementation Activities	Outcome Evaluation
Provide bilingual crisis intervention services and ongoing individual peer counseling as needed for up to 50 CalWORKs participants.	Defensa staff will contact or meet with participants referred by the CalWORKs Employment Specialists (ETS) or Social Worker. Individual crisis intervention sessions will include safety planning and needs assessment. Ongoing individual peer counseling will be provided based on service availability and a participant's need for this type of service.	Referral information collected by CalWORKs (Social Worker Referral data base maintained by Careerworks.) Monthly progress reports for each client will be submitted by Defensa which will be used to verify participant activities and measure contract service levels.
Provide information and referral, legal advocacy and social service advocacy for up to 30 CalWORKs families.	Defensa staff will identify community resources and services that are culturally and linguistically accessible for CalWORKs participants who have been referred by a Careerworks ETS or Social Worker. Legal advocacy and related services may be provided as needed. Defensa staff may advocate on behalf of CalWORKs participants to help them access appropriate CalWORKs services, and/or request program waivers.	Monthly progress reports for each client as described above
Conduct weekly support groups for up to 15 participants referred by CalWORKs.	Crisis Intervention Specialists and the Careerworks Social Worker will identify CalWORKs parents who need this service. Whenever possible Defensa will expedite access to these services for participants referred by CalWORKs.	Monthly progress reports for each client as described above.
Provide individual therapeutic play sessions and support groups for up to 10 CalWORKs families.	Children and youth staff will meet individually and in groups with children over three years old to focus on safety planning, expression of feelings and to identify additional service needs.	Information provided on the parent's progress reports.
Coordinated case management and service plans for selected families.	As needed, Defensa staff will consult with the assigned Careerworks ETS and Social Worker to insure that Defensa and CalWORKs service objectives are coordinated and compatible. Defensa staff may attend Careerworks team case management meetings on behalf of their client to facilitate service coordination.	Information provided by both Careerworks and Defensa staff will be used to evaluate the extent and effectiveness of shared case management efforts.

ATTACHMENT B: BUDGET

TOTAL APPROVED BUDGET FOR THIS PROGRAM FISCAL YEAR 2001-2002

0162

Agency: Defensa de Mujeres Inc.

Program: CalWORKs Domestic Abuse Intervention Services

Salaries and Benefits	Amount
Salaries and/or Hourly Wages	\$ 39,441
Employee Benefits	6,561
Total Salaries and Benefits	\$ 46,002
Professional Fees – Audit	2,000
Independent Consultants	
Program Supplies	1,498
Telephone and Communications	
Postage and Shipping	
Occupancy Expenses	
Equipment Rent and Maintenance	
Printing and Publications	
Travel and Conferences	500
Interest Expenses	
Insurance and Bond	
Payment to Affiliated Organizations	
Distributed Program Costs (administrative and indirect costs)	
Other (Please describe)	
Total Operations, Services and Supplies	\$ 3,998
Total Program Expenses	\$ 50,000

POSITIONS/SALARIES

Program: CalWORKs Domestic Abuse Services and Mentoring Program

Please fill out this section, listing **ONLY** positions to be paid by the County CalWORKs program for this contract. Indicate with an "X" whether position is new or existing. Total Salaries here must match **Total Salaries in Budget**

Position Titles	Hourly Rate	Hours per fiscal year	Total Amount	New	Existing
Crisis Interv. Manager	16.26	242	3,942		X
Lead CI Specialist	12.67	39	500		X
CI Specialist	10.78	1,628	17,549	X	
CI Specialist	10.82	83	900		X
CI Relief	10.90	188	2,050		X
Legal Prog. Manager	15.88	189	3,000		X
Legal Advocate	11.93	168	2,000		X
Child & Youth Mngr.	16.25	185	3,000		X
Child Advocate	10.87	184	2,000		X
Executive Director	31.85	63	2,000		X
Accounting Clerk	11.24	222	2,500		X
Total Wages			\$ 39,441		

**-ASSURANCE OF COMPLIANCE WITH THE HUMAN RESOURCES AGENCY ON
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Contractor: Defensa de Mujeres Inc

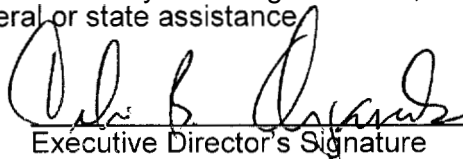
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7-31-0
Date


Executive Director's Signature

ATTACHMENT D**CALWORKS PARTICIPANT MONTHLY PROGRESS REPORT**
(May be modified by Mutual agreement)

0164

Provider: **Defensa de Mujeres CalWORKs Welfare to Work Services****Report Month:** _____

Participant Name:	SSN:
Service Start Date	Service End Date (Leave blank if still in services)
Service Status: <input type="radio"/> Referred (not yet seen) <input type="radio"/> Active <input type="radio"/> Completed Services <input type="radio"/> Inactive – No contact <input type="radio"/> Other, please explain:	

Services Provided:

- | | |
|--|---|
| <input type="radio"/> Counseling and intervention services | <input type="radio"/> Information and referral and advocacy |
| <input type="radio"/> Parents support groups | <input type="radio"/> Children's services |
| <input type="radio"/> Coordinated Case Management | <input type="radio"/> Other: _____ |

Parent Participation Levels

- ☐ Crisis Intervention and/or counseling sessions
- ☐ Group instruction or support counseling
- ☐ Other: _____

Approximate hours per week (Parent only): _____

Comments:

Contact Person (Assigned advocate or counselor): _____

Certification: _____ Date: _____

Monthly Progress Reports are to be submitted to Carol Walberg, Careerworks Analyst at 1040 Emeline, Santa Cruz, CA, 95060 within fifteen days after the end of each report month. Copies of Progress Reports will be forwarded to the assigned ETS and Social Worker.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0165

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

FROM: HUMAN RESOURCES AGENCY

(Dept.)

James Hicks (Signature) 8/13/01 (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 COUNTY HUMAN RESOURCES AGENCY (Agency)
and DE FENSA DE MUJERES, 406 MAIN ST. SUITE 326 WATSONVILLE, CA 95076 (Name & Address)
2. The agreement will provide DOMESTIC ABUSE INTERVENTION SERVICES
3. The agreement is needed TO PROVIDE SERVICES TO CAL WORKS WELFARE TO WORK PARTICIPANTS AND THEIR FAMILIES.
4. Period of the agreement is from 8/28/01 to 6/30/02
5. Anticipated cost is \$ 50,000 (Fixed amount, Monthly rate; Not to exceed)
6. Remarks: W-9 ON FILE CONTACT: C. WALBERG 34067
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. 12577 Date 8/16/01
are not will be

GARY A. KNUTSON, Auditor - Controller

By Adam P. Villy Deputy.

W9 ON FILE

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HUMAN RESOURCES ADMINISTRATION to execute the same on behalf of the SANTA CRUZ COUNTY
HUMAN RESOURCES AGENCY (Agency).

Remarks:

____ (Analyst)

By [Signature] Date _____
County Administrative Officer

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

'To Orig. Dept. if rejected.

ACM-29 (6195)

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 _____

_____ 19____ By _____ Deputy Clerk

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