



# 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) 454-4842

August 16, 2001

AGENDA: August 28, 2001

### BOARD OF SUPERVISORS

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

### **APPROVE CONTRACT WITH WALNUT AVENUE WOMEN'S CENTER**

Dear Members of the Board:

As you know, the Walnut Avenue Women's Center provides services to women so that they can acquire the skills and services they need to achieve their life goals and improve family well being. The purpose of this letter is to recommend a contract with the Walnut Avenue Women's Center to provide domestic abuse intervention and career advancement mentoring services for CalWORKs parents. Appropriations for this project were included in the Human Resources Agency Budget for Fiscal Year 2001-02.

This new program provides domestic abuse intervention services for CalWORKs parents and their children who need additional support in order to resolve family difficulties related to domestic abuse. Domestic abuse intervention services will include group and individual counseling for parents and children, legal advocacy, and community resource information and referral. The Mentor project matches working participants with professional women in the community who have volunteered to mentor single parents who are entering or re-entering the workforce. Mentoring activities will focus career advancement and the acquiring the job skills needed to achieve economic self-sufficiency.

The term of this agreement is from August 28, 2001 through June 30, 2002 and the total contract amount will be \$25,000. This contract is fully funded by the CalWORKs single allocation.

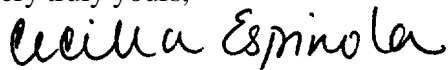
BOARD OF SUPERVISORS  
Agenda: August 28,2001  
**CONTRACT WITH WALNUT AVENUE WOMEN'S CENTER**

Page

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IT IS THEREFORE RECOMMENDED that your Board approve a contract in the amount of \$25,000 with Walnut Avenue Women's Center for CalWORKs domestic abuse intervention and career advancement mentoring 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 3 day of August, 2001, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY CAREERWORKS DIVISION, hereinafter called COUNTY, and **Walnut Avenue Women's Center**, hereinafter called CONTRACTOR.

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

Provide in-dept employment mentoring services, domestic abuse intervention services and collaborative case management 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 **\$25,000** 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

Initials:    /     
 CONTRACTOR/COUNTY

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. 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.
  - E. 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 DD / \_\_\_\_\_

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 CONTRACTOR'S 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

\_\_\_\_\_  
I

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 180, 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:

- 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**

**D. COUNTY OF SANTA CRUZ**

By: Dee O'Brien  
Dee O'Brien, Executive Director

By: \_\_\_\_\_  
Cecilia Espinola, HRA Administrator

Walnut Avenue Women's Center  
303 Walnut Ave  
Santa Cruz, CA 95606

Telephone: (831) 426-3062

Tax ID#: 94-1186197

**B. APPROVED AS TO INSURANCE:**

By: Janet McKinley  
Risk Management

8-1-2001  
Date

**C. APPROVED AS TO FORM:**

By: Jane M. Scott  
County Counsel

8-1-2001  
Date

**DISTRIBUTION:**

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

**SCOPE OF WORK PLAN**  
**July 1,2001- June 30,2002**

0175

Agency: **Walnut Avenue Women’s Center**

Program: **CalWORKs Domestic Abuse Services and Mentoring Program**

<b>Objectives</b>	<b>Implementation Activities</b>	<b>Outcome Evaluation</b>
<p>Employment Mentoring: Provide in-depth mentoring services for 20-25 CalWORKs Welfare to Work participants referred for post employment services.</p>	<p>Pre-screen participants referred by Careerworks to assess their career advancement needs and preferences.</p> <p>Match working participants with professional women in the community who have volunteered to provide career advancement mentoring services.</p> <p>Provide volunteer staff (mentors) with professional guidance and supervision as needed.</p> <p>Evaluate services and activity levels and intervene as needed to guide, enhance and improve mentoring relationships.</p>	<p>Provider will prepare and submit monthly progress reports for each participant receiving mentoring services. Progress report forms will be used by Careerworks to evaluate activity levels and program effective.</p> <p>Semi-annual program narratives are to be submitted to the Careerworks contract analyst upon request.</p>
<p>Domestic Abuse Intervention: Information and referral services, counseling and advocacy for up to 40 CalWORKs parents and their children.</p>	<p>Assess the information and referral and domestic abuse intervention needs of shared participants.</p> <p>Provide information and referral and domestic abuse advocacy services for CalWORKs families.</p> <p>Provide group and individual counseling and support for CalWORKs parents and children. Services may include Moms and Kids Club activities, parenting classes, teen support groups, play therapy etc.</p>	<p>Monthly participant progress reports and client listing which are to be submitted to the Careerworks Analyst along with expense claims with be used to evaluate service delivery and program effectiveness.</p>
<p>Collaborative Case Management (Service plan coordination) for up to 25 shared participants.</p>	<p>Identify shared participants, respond to service referrals received from Careerworks. Offer priority service for CalWORKs participants. Establish working partnerships with CalWORKs ETS and Social Work staff who are developing service plans and monitoring participant progress and activity levels. Coordinate participant service plans and activities as needed.</p> <p>Shared participants and participants no longer eligible for CalWORKs services will be identified through quarterly data matches between HRA and the Contractor.</p>	<p>Meetings and phone contact with the assigned Careerworks ETS and/or Social Worker.</p> <p>Contact staff will attend CalWORKs case management team meetings as needed.</p>

**TOTAL APPROVED BUDGET FOR THIS PROGRAM  
FISCAL YEAR 2001-2002**

**Agency:** Walnut Avenue Women's Center

**Program:** CalWORKs Domestic Abuse Services and Mentoring Program

<b>Salaries and Benefits</b>	<b>Amount</b>
Salaries and/or Hourly Wages	17,680
Employee Benefits (19%)	3,359
<b>Total Salaries and Benefits</b>	<b>21,039</b>
<b>Operations, Services and Supplies</b>	
Professional Fees – Audit	
Independent Consultants	
Program Supplies	1454
Telephone and Communications	1455
Equipment Rent and Maintenance	
Travel and Conferences	
Interest Expenses	
Insurance and Bond	
Payment to Affiliated Organizations	
Distributed Program Costs (administrative and indirect costs)	1,052
<b>Total Operations Services and Supplies</b>	<b>3,961</b>
<b>Total Program Expenses</b>	<b>\$ 25,000</b>

**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 on Attachment A, Page 1.

Position Titles	Hourly Rate	Hours per fiscal year	Total Amount	New	Existing
Family Advocate	20.00	598	11,960		X
Advocate	11.00	511	5,720		X
<b>Total Wages</b>			<b>17,680</b>		

## ATTACHMENT C

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

**Contractor: Walnut Avenue Women's Center**

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.

8-1-01

Date

*De Dee O'Brien*

Executive Director's Signature

**ATTACHMENT D**

**CALWORKS PARTICIPANT MONTHLY PROGRESS REPORT**

0180

Provider: **Walnut Avenue Women's Center- 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="checkbox"/> Referred (not yet seen) <input type="checkbox"/> Active <input type="checkbox"/> Completed Services <input type="checkbox"/> Inactive – No contact <input type="checkbox"/> Other, please explain:	

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**Services Provided:**

- Counseling and Intervention Services       Collaborative Case Management  
     Parents       Children
- Employment Mentoring Services       Other:

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**Parent Participation Levels**

- Individual services or counseling sessions
- Group instruction or support counseling
- Other (Please Describe):

Approximate hours per week: \_\_\_\_\_

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**Comments:**

Contact Person (Assigned advocate or counselor): \_\_\_\_\_

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

Participation Forms 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 to be used to assess participant activity levels.

# Request for Taxpayer Identification Number and Certification

0181

Give this form to the  
County of Santa Cruz  
Do NOT send to the IRS

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2)  
*Walnut Avenue Women's Center*

Please check appropriate box  Individual/Sole proprietor  Corporation  Partnership  Other

Address (number, street, and apt. or suite no.)  
*303 Walnut Avenue*

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

### YOU ARE PAID FOR:

- Health Care Service
- Other Service
- Rent  Goods
- Freight  Interest
- Other (Explain)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number  
| | + | | | |

OR

Employer identification number  
*914* | | | | | | |

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

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

### Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature *De Dea O'Brien* Date

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is the IRS must get your correct TIN to report income paid to you, real estate interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, rents, royalties, nonemployee pay, and operator. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0182

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

FROM: HUMAN RESOURCES AGENCY (Dept.)

*Francis Hill* (Signature) 8/3/01 (Date)

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

- Said agreement is between the SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY (Agency) and WALNUT AVENUE WOMEN'S CENTER, 303 WALNUT AVE. SANTA CRUZ, CA 95606 (Name & Address)
- The agreement will provide DOMESTIC ABUSE INTERVENTION AND CAREER ADVANCEMENT MENTORING SERVICES FOR CAL WORKS FAMILIES.
- The agreement is needed TO IMPLEMENT SERVICES IN ORDER FOR PARENTS TO ACHIEVE LIFE GOALS AND IMPROVE FAMILY WELL BEING.
- Period of the agreement is from 8/21/01 to 6/30/2002
- Anticipated cost is \$ 25,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 ATTACHED CONTRACT: C. WALBERG X 4067
- Appropriations are budgeted in 392100 (Index#) 5655 (Subject)

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

Appropriations are available and have been encumbered. Contract No. 12574 Date 8-15-01  
are not available and will be encumbered.

New Agreement

GARY A. KNUTSON, Auditor - Controller  
By P. Silbaugh Deputy.

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

Remarks: \_\_\_\_\_ (Analyst) By R. Kelly County Administrative Officer Date 8/16/01

Distribute on:  
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.

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