



County of Santa Cruz

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator

1000 Emeline Avenue, Santa Cruz, CA 95060

(831) 454-4130 or 454-4045 FAX: (831) 454-4642

February 22, 2002

Agenda: March 5, 2002

BOARD OF SUPERVISORS

county of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

ACCEPT UNANTICIPATED REVENUE AND APPROVE CHILDREN'S NETWORK STAFFING CONTRACT

Dear Members of the Board:

As you know, the Santa Cruz County Children's Network is the local children's services coordinating council pursuant to the Presley-Brown Interagency Children's Services Act of 1989. In order to meet its extensive responsibilities under the Act, the Children's Network is provided with staffing support services through a contract administered by the Human Resources Agency. The contract is 100% financed through the Children's Trust Fund which is overseen by the Children's Network. At its October 11, 2001 meeting, the Children's Network Executive Committee voted to recommend to your Board that the current contract with United Way of Santa Cruz County be renewed for an eighteen-month period in the amount of \$40,500. This will allow this contract to be aligned with the County fiscal year. A total of \$13,500 is included in the attached resolution accepting unanticipated revenue for the current fiscal year, 2001-2002. The remainder of funding, \$27,000 for next fiscal year, will be included in the Human Resources Agency's 2002-2003 budget. The attached contract will provide overall coordination for the Network, including technical assistance for Network activities, coordinating funding approval processes, and ensuring that Network activities are in compliance with the California Interagency Children's Services Act and other legislation governing the work of the Children's Network.

IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt the attached resolution accepting unanticipated revenue in the amount of \$13,500 for FY 2001 – 2002 and appropriate these funds into Family Relations index 392400; and

BOARD OF SUPERVISORS

Agenda: February 26, 2002

Accept Unanticipated Revenue and Approve Children's Network Staffing

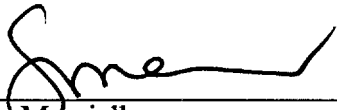
2. Authorize the Human Resources Agency Administrator to execute the contract with United Way of Santa Cruz County in the amount of \$40,500 to provide staffing services to the Children's Network.

Very truly yours,

Cecilia Espinola
Administrator

CE/EHB (N:\BdLet\01-02\Admin\ChNetwk\CNContract 1-1-02 to 6-30-03.doc)

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer

cc: CAO
Auditor-Controller
County Council
United Way of Santa Cruz County

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 2/1/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Department/Agency)
and United Way of Santa Cruz County, P.O. Box 1458, Capitola, CA 95010 (Name/Address)

2. The agreement will provide Staffing to the Children's Network to provide services.

3. Period of the agreement is from 1/1/02 to 6/30/03

4. Anticipated Cost is \$40,500, FY 01/02 \$13,500 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
IN 02/03 \$27,000

Remarks: W-9 on file Contact: E. Hengeveld-Bidmon X 7552

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract NO: 11768 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392400 (Index) 5210 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not have been

Contract No: 11768
By: [Signature]
Auditor-Controller Deputy

Date: 02/12/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Administrator (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resource Agency (Department/Agency)

Date: 2/22/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC1:0	\$						
		Auditor Description	Amount	Index	Sub object	User Code	

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

Resolution No. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from CChildrens Trust Fund
_____ for Childrens Network program; and

WHEREAS, the County is recipient of funds in the amount of \$ 13,500 which are
either in excess of those anticipated or are not specifically set forth in the current fiscal year
budget of the County; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 13,500 into
Department Human Resources Agency

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	0330	other license & permits	\$13,500

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

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJUCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	5210		Child Abuse Prevention	\$13,500

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

By Frances H. H. H.
Department Head

Date 2/14/02

COUNTY ADMINISTRATIVE OFFICER

 JG Recommended to Board / Not recommended to Board

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

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman Jr.
County Counsel 12/14/97

APPROVED AS TO ACCOUNTING DETAIL:

K. Ray 02/12/02
Auditor-Controller

Distribution:

Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

Page 2 of 2

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of January, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, UNITED WAY OF SANTA CRUZ COUNTY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to staff the Santa Cruz County Children's Network and Cabinet of the Network. (See Exhibit A – Scope of Services)
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Total cost of \$40,500 to be paid quarterly, in equal installments of \$6,750. A total of \$13,500 to be paid for the period of January 1, 2002 through June 30, 2002, and \$27,000 to be paid in fiscal year 2002-2003. CONTRACTOR invoice for payments must be accompanied by COUNTY approved expenditure report.

Submit invoice for payment to:

Human Resources Agency
Attn: Evelyn Hengeveld-Bidmon, Departmental Analyst
1000 Emeline Avenue
Santa Cruz, CA 95060

TERM. The term of this contract shall be January 1, 2002 through June 30, 2003.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and 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 _____ / _____

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 \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____.

B. Other insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- 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
Attn: Evelyn Hengeveld-Bidmon, Departmental Analyst
1000 Emeline Avenue
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
 Attn: Evelyn Hengeveld-Bidmon, Departmental Analyst
 1000 Emeline Avenue
 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. 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.
 - 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. ACKNOWLEDGEMENT. Contractor shall include in any and all it's reports and literature produced with County funding, an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to Contractor.
13. ATTACHMENTS. This Agreement includes the following attachments:
 - Exhibit A: Scope of Services
 - Exhibit B: Budget
 - Exhibit C: Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

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

1. CONTRACTOR

By: Mary Lou Goeke
Mary Lou Goeke, Executive Director

United Way of Santa Cruz County
P.O. Box 1458
Santa Cruz, CA 95062
Telephone: (831) 479-5466

Tax ID #: 77-0256587

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By: Jane McKinley 2-5-2002
Risk Management

3. APPROVED AS TO FORM:

By: Marie Costa 2-4-02
County Counsel

DISTRIBUTION:

Auditor-Controller
HRA Fiscal Office
Contractor

Exhibit A**SCOPE OF SERVICES**

Staffing support services includes the following responsibilities:

1. Send out agenda packets and publicly notice all full Network and Network Cabinet Meetings.
2. Maintain current roster of voting members within the Network.
3. Take minutes of all full Network and Network Cabinet Committee meetings.
4. Arrange for meeting rooms for the full Network and Network Cabinet meetings.
5. Coordinate Network annual project or three-year plan, as determined by Network Cabinet.
6. Provide staffing to Network subcommittees as requested.
7. Provide technical assistance for Network activities including:
 - information and referral regarding Network
 - coordinating Network letters of support and grant applications as required/requested.
 - coordinating funding approval processes
 - preparing reports as required/requested to inform the Board of Supervisors of Network activities.
 - preparing Children's Network annual report to Board of Supervisors
8. Work closely with Network Cabinet Chair to ensure that necessary action items for Network Cabinet approval are included on agendas for Network Cabinet bi-monthly meetings.
9. Subcontract with speakers, trainers and facilitators at the direction of the Cabinet to enhance the success of the Network.
10. Assure Network activities are in compliance with legislative intent and duties outlined in the Interagency Children's Services Act.

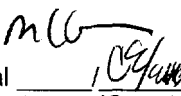

Initial _____
Contractor/County

Exhibit B

18 month Budget

		1/1/02 - 6/30/02 (6 months)	7/1/02 - 6/30/03 (12 months)	1/1/02 - 6/30/03 (18 months)
Personnel	Coordinator's Salary (10 hrs/wk @ 4.3 wks/mo) @ \$25/hr	\$6,450.00	\$12,900.00	\$19,350.00
	Coordinator Payroll Taxes (9.65%)	\$622.43	\$1,244.85	\$1,867.28
	Admin support (5 hrs/wk - 4.3 wks/mo) @ \$8.50/hr	\$1,096.50	\$2,193.00	\$3,289.50
	Admin Payroll Taxes (9.65%)	\$105.81	\$211.62	\$317.43
	Total Personnel	\$8,274.74	\$16,549.47	\$24,824.21
Contracts	Miscellaneous contracts - trainers and facilitators	\$1,000.00	\$2,000.00	\$3,000.00
Services 8 Supplies	Office supplies	\$600.00	\$1,200.00	\$1,800.00
	Travel/ Mileage/ Conferences	\$150.00	\$300.00	\$450.00
	Occupancy (rent/phone/fax)	\$2,100.00	\$4,200.00	\$6,300.00
	Postage (175 members @ 1.50/pkg x 6/yr)	\$787.50	\$1,575.00	\$2,362.50
	Miscellaneous	\$587.77	\$1,175.53	\$1,763.30
Total		\$13,500.00	\$27,000	\$40,500.00

** Budget includes no overhead

** Salary for Coordinator includes benefits but not for Admin staff.

Initial mlg
Contractor/County

Exhibit C**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY****NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS****UNITED WAY OF SANTA CRUZ COUNTY**

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.

Date

2/03/02
Executive Director's Signature
Executive Director's Signature