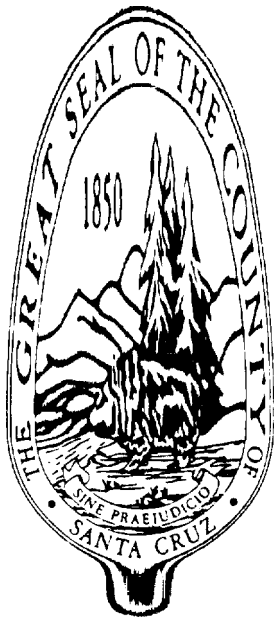


233



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

---

---

HEALTH SERVICES AGENCY  
P. O. BOX 962, 1080 EMELINE AVENUE

SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

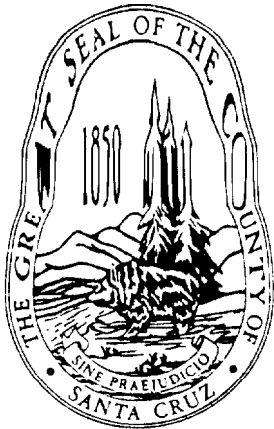
May 20, 1998

AGENDA: June 2, 1998

BOARD OF SUPERVISORS

Santa Cruz County

701 Ocean Street



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

---

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

May 20, 1998

AGENDA: June 2, 1998

BOARD OF SUPERVISORS  
**Santa Cruz County**  
701 Ocean Street  
Santa Cruz, CA 95061

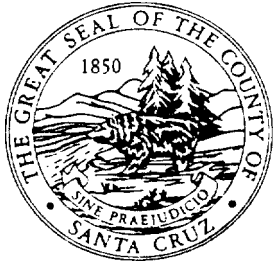
**RE: APPROVE 1998-99 IMMUNIZATION SERVICES AGREEMENTS**

Dear Board Members:

The Health Services Agency is requesting approval of the attached 1998-99 immunization services agreements with Food and Nutrition, Inc., Prime Health at Home, and Mid-Coast Visiting Nurse Association. These State-funded agreements are part of a multi-year collaborative immunization project. HSA currently receives collaborative immunization funds. Unlike previous years, the renewal funding process was competitive and these funds were therefore not included in HSA's original 1998-99 recommended budget. A Supplemental Budget request with the **related accounting detail will be submitted later this month.**

The immunization project is part of the Governor's Childhood Immunization Initiative to support collaborative partnerships between local health departments and community based organizations. As defined by the State, a collaborative partnership is one in which various **local private, non-profit agencies have lead roles in immunization activities, but act in full cooperation with the local health department.** The partnership is intended to improve immunization levels among pre-school age children.

The collaborative funding award provides \$130,000 each year for three years to support the



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

May 20, 1998

AGENDA: June 2, 1998

BOARD OF SUPERVISORS  
Santa Cruz County  
701 Ocean Street  
Santa Cruz, CA 95061

**RE: APPROVE 1998-99 IMMUNIZATION SERVICES AGREEMENTS**

Dear Board Members:

The Health Services Agency is requesting approval of the attached 1998-99 immunization services agreements with Food and Nutrition, Inc., Prime Health at Home, and Mid-Coast Visiting Nurse Association. These State-funded agreements are part of a multi-year collaborative immunization project. HSA currently receives collaborative immunization funds. Unlike previous years, the renewal funding process was competitive and these funds were therefore not included in HSA's original 1998-99 recommended budget. A Supplemental Budget request with the related accounting detail will be submitted later this month.

The immunization project is part of the Governor's Childhood Immunization Initiative to support collaborative partnerships between local health departments and community based organizations. As defined by the State, a collaborative partnership is one in which various local private, non-profit agencies have lead roles in immunization activities, but act in full cooperation with the local health department. The partnership is intended to improve immunization levels among pre-school age children.

The collaborative funding award provides \$130,000 each year for three years to support the Santa Cruz County All Kids by Two (AKT) immunization coalition. A portion of these funds will be used for collaborative services agreements with three local agencies, summarized as follows:

- **Mid-Coast Visiting Nurse Association (\$12,893):** using the Clinic Assessment Software Application (CASA) and a specialized follow-up methodology, Mid-Coast VNA will review medical charts in fourteen private medical practices to assess immunization rates and to increase immunizations at each practice. This agreement continues and expands on services provided previously.

- **Prime Health at Home (\$64,990):** all babies born at Watsonville Hospital and a majority of those born at Dominican Santa Cruz Hospital will be enrolled in a special program ("Enhanced Baby Track") where their immunization status will be followed for 24 months. All immunization data will be added to the countywide immunization registry data base. This agreement continues and expands on services provided previously.
- **Food and Nutrition, Inc. (\$22,885):** All enrollees in Food and Nutrition's Women and Infant Children (WIC) program will be assessed for immunization status and referred to a medical provider for overdue or missing immunizations. This agreement is new for 1998-99.

The balance of the funding (\$29,232) will cover the cost of HSA's 0.5 FTE Immunization Program Coordinator and related services and supplies.

The 1998-99 funding award is a \$30,000 increase over the amount received this year. The success of HSA's proposal in competition with others statewide is a recognition of the effectiveness of the local collaborative effort and the AKT coalition.

HSA will be receiving a State revenue agreement for the collaborative immunization project. This agreement, referred to as the Immunization Subvention, will also contain renewal funding for other immunization services totaling \$120,947. These other services include vaccine-preventable disease surveillance and outbreak control, enforcement of the school immunization law, information and education efforts, and the perinatal hepatitis B prevention program. Funds for these other services are already included in HSA's 1998-99 budget request. The attached resolution authorizes the HSA Administrator to sign the State revenue agreement when received.

The State generally permits adjustments of up to \$10,000 among budgeted line items in the State revenue agreement, confirmed with a budget neutral administrative amendment. To facilitate program and contract management, HSA is requesting authorization to sign such amendments and to make related adjustments among the three immunization services agreements as long as these adjustments do not result in a net County cost increase and are approved by the State. A typical adjustment would be to increase the dollar amount of one contract while decreasing another contract by the same amount with no change in the total State contract amount. HSA will return to your Board for approval of any changes more than \$10,000 or if the total amount of the State contract is affected.

It is, therefore, **RECOMMENDED** that your Board:

1. Approve the attached agreements, effective July 1, 1998, with Mid-Coast Visiting Nurse Association (\$12,893) Prime Health at Home (\$64,990) and Food and Nutrition, Inc. (\$22,885) for immunization services and authorize the Health Services Agency Administrator to sign the agreements; and
2. Authorize the Health Services Agency to make contract budget amendments as agreed upon by the contracting agency up to \$10,000, so long as these changes do not increase Net County Cost.
3. Adopt the attached resolution authorizing the Health Services Agency Administrator to sign the related State revenue agreement for the collaborative immunization services project and other immunization services when received; and

4. Direct the Clerk of the Board to return two certified copies of the Board resolution to Health Services Agency for processing with the State. 235

Sincerely,



Charles M. Moody, HSA Administrator

R - M E N D E D :



Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
County Counsel  
HSA Administration  
Food and Nutrition, Inc.  
Mid-Coast VNA  
Prime Health at Home

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 AUTHORIZING 1998-99 IMMUNIZATION PROGRAM STATE CONTRACT**

WHEREAS, the County of Santa Cruz receives annual funding from the State Department of Health Services via the Immunization Subvention to provide various immunizations services; and

WHEREAS, the Health Services Agency will receive a State Standard Agreement for the Immunization Subvention in the amount of \$250,947 for 1998-99; and

WHEREAS, approval of the State Standard Agreement by the local governing board is necessary in order for the County to receive reimbursement for various immunization service provided by and through the Health Services Agency; and

WHEREAS, the annual State Immunization Subvention contract and renewal contracts may be amended from time to time by the State to incorporate minor program changes or line item budget changes up to \$10,000 without changing the original total amount of the State agreement.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz County Board of Supervisors hereby approves the application for 1998-99 State Immunization Subvention services funding and authorizes the Health Services Agency Administrator to sign the resulting State Standard Agreement (State contract number 98-14692, for the period July 1, 1998 - June 30, 1999) in the amount of \$250,947 and to sign amendments to the Agreement reflecting minor program changes or budget revisions up to \$10,000 as long as the original total contract amount is not changed.

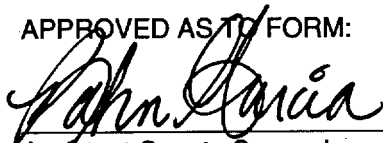
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this o day of f, 1998, by the following vote (requires four-fifths approval).

AYES: Supervisors  
NOES: Supervisors.  
ABSENT: Supervisors

\_\_\_\_\_  
Chair of said Board

AI-TEST: \_\_\_\_\_  
Clerk of Said Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant County Counsel

. Distribution:  
County Administrative Office  
Auditor-Controller  
County Counsel  
HSA Administration

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

237

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

FROM: HEALTH SERVICES AGENCY

C. Moody (Signature) 5/15/98 (Date)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the MIDCOAST VISITING NURSE ASSOCIATION (Agency)  
and 104141st Avenue, Santa Cruz, CA 95063 (Name & Address)

2. The agreement will provide immunization services in connection with the State-funded  
Col laborative Immunization project.

3. The agreement is needed to provide for the above services.

4. Period of the agreement is from July 1, 1998 to June 30, 1999

5. Anticipated cost is \$ 12,893 for FY 1998-99 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: W9 on file.

7. Appropriations are budgeted in 362623 (Index#) 3665 (Subject#)

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

Appropriations are not available and will be encumbered. Contract No. 811828 Date 5/20/98  
GARY A. KNUTSON, Auditor-Controller  
By Lucia Ward Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HSA Administrator to execute the same on behalf of the County of Santa Cruz  
Health Services Agency (Agency).

Remarks: gg (Analyst) By Eda Sch... County Administrative Officer Date 5/21/98

Agreement approved as to form. Date \_\_\_\_\_

- Distribution:  
Bd. of Supv. • White  
Auditor-Controller • Blue  
County Counsel •   
Co. Admin. Officer • Conary  
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

THIS CONTRACT is entered into this 1 st day of July, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and **MidCoast** Visiting Nurse Association (VNA), hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached hereto and incorporated herein by this reference.

<u>Exhibit</u>	<u>Title</u>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
c, C-I	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions


IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

CONTRACTOR:

COUNTY OF SANTA CRUZ:

Name:	Name: Charles M. Moody
Title:	Title: HSA Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:

  
Assistant County Counsel

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor



1. TERM. The term of this contract shall be from July 1, 1998 through June 30, 1999 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.
  
2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
  
3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them 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).
  
4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum 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.

- a. Types of Insurance and Minimum Limits
  1. Worker's Compensation in the minimum statutorily required coverage amounts.
  
  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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
  
  3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

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 (3) years after the expiration of this 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 reasonable 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 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 additional insureds 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 required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to :. County of Santa **Cruz**, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."

5. 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 coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cnz, CA 95060.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), mariial status, gender, sexual orientation, age (over **40**), veteran status 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. 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. 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, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.
2. CONTRACTOR shall furnish COUNTY Affirmative Action Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or 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 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. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 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.
7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.
9. 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.
- IO. 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. INDEPENDENT CONTRACTOR STATUS FACTORS. 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: (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 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 party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.

2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

3. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY and shall be submitted to COUNTY's Administrator.

4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.

5. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.

6. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.

7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who are recipients of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions and shall usually perform audits annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years) as required: recipients of \$100,000 or more a year in federal funds shall have an audit in accordance with Circular A-133 or an audit made of the one program with federal funds; recipients of at least \$25,000 but less than \$100,000 a year in federal funds shall have a circular A-133 audit or an audit of each federally funding program in accordance with the federal laws and regulations governing the programs in which they participate, and recipients of less than \$25,000 a year in federal funds are exempt from federal audit requirements, but records must be available for review for appropriate officials of the federal grantor agency or subgranting entity. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards. A copy of all audit reports, comments on findings and recommendations, and corrective action plans shall be submitted to the COUNTY Health Services Agency Administrator or designee.

8. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected off ice.
11. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501 (c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, **benefits** and facilities shall be provided to patients/clients without regard to race, color, religion, age, 'disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of-services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but 'is not limited to, the following: denying a person any service or benefit: providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.

16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and **professionally** qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR's employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred **dollars** is defined as an inventory item. All such items not fully consumed in the worked described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instruction provided by COUNTY. (b) Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation). without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished **promptly** to COUNTY.
20. OWNERSHIP. PUBLICATION. REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the **COUNTY**. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
21. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.

24. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR's compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"): (b) COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. SAFETY AND INFECTION CONTROL. CONTRACTOR asserts that it is in compliance with applicable Ca/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceeding in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

CONTRACTOR must upon request furnish documentation satisfactory to COUNTY's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR's Safety and Infection Control Policy.



1. CONTRACTOR INFORMATION.

Name: **MidCoast** Visiting Nurse Association (VNA)  
 Address: 1041 **41st** Avenue  
 Santa Cruz, CA 95062  
 Contact Person: Raul Perez  
 Telephone: (408) 475-1 501, x 223  
 Tax ID Number: n-0122843

2. DUTIES OR SERVICES PROVIDED.

A. CONTRACTOR agrees to provide immunization services designed to improve immunization levels among pre-school age children as detailed below, using the Clinic Assessment Software Application (CASA) developed by the Centers for Disease Control and Prevention, with **AFIX** feedback and motivation methodology. CONTRACTOR will provide services in accordance with the 1998-99 State Standard Agreement for the Immunization Project which funds this agreement and which is incorporated herein by this reference. COUNTY will provide CONTRACTOR with a copy of the State Standard Agreement no later than thirty days after its receipt from the State. **CONTRACTOR** agrees to adhere to Exhibit A of said State Standard Agreement (the "**Terms** and Conditions" section) which is attached to this agreement as Exhibit C-1 and incorporated herein by this reference.

B. Fiscal Year **1998-99** Collaborative Objectives, Methods, and Evaluation

**OBJECTIVE:** By June 15, 1999, using the **CASA/AFIX** model, 14 private practice settings will have had a baseline and follow-up visit to assess immunization rates. The baseline CASA audit data will be used to offer feedback and information to providers to help them develop systems that identify opportunities to increase immunizations at each practice. The follow-up CASA audit will be used to measure providers' use of the information and feedback provided by the baseline audit to see if immunization rates increased in their practices.

**METHODS:**

1. By **7/31/98**, four VNA nursing staff will be trained in the use of CASA software.
2. By **9/30/98**, these four staff will complete CASA reviews at 14 local private practice settings selected because of large pediatric clientele.
3. By **1/30/98**, the 14 reviewed practitioners will have follow-up meetings with the review team for personalized presentations covering:
  - CASA diagnostic findings
  - immunization coverage reports
  - missed opportunities
  - comparison with other reviewed practitioners
4. By **2/28/99**, the VNA staff will make return visits to the 14 practitioners to conduct a follow-up CASA.
5. By **5/15/99**, VNA staff will complete follow-up meetings with the reviewed practitioners to summarize findings (same reports will be distributed as noted in method #3 above).
6. By **6/15/99**, a final report will be made available to the immunization coalition, County, and State to analyze and summarize all activities.

**EVALUATION:**

1. The **CASA/AFIX protocol** includes periodic evaluation of data.
2. Feedback from reviewed providers will be used to refine program as necessary.
3. Quarterly reports to the State and County.
4. Final report **wjll** provide analysis of baseline and follow-up for audit, for those providers who utilized the feedback and information received and those who did not.

**EXHIBIT D - FISCAL AND PAYMENT PROVISIONS**

1. **COMPENSATION.** In consideration of CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$12,893** as detailed below. CONTRACTOR will invoice on the form and in the manner required by COUNTY.

2. **BUDGET DETAIL**

A. **Personnel**

Clinical Secretary	@ \$12/hr	\$ 2,016
Registered Nurse(s)	@ \$27/hr	<u>3,024</u>
Subtotal Personnel		5,040
Fringe Benefits @ 28%		1,411
<b>TOTAL Personnel</b>		<b>\$ 6,451</b>

B. **Operating Expenses**

Supplies, Office Expenses, etc.	2,854
Health Education Materials	-
Travel	1,088
Equipment (laptop, printer, & related equipffsupplies)	<u>2,500</u>
<b>TOTAL Operating Expenses</b>	<b>\$ 6,442</b>
<b>TOTAL BUDGET</b>	<b>\$ 12,893</b>

3. **PARTIAL PERFORMANCE:** In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.

4. **BUDGET CONTROL:** With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items, add or delete line items, use alternative staffing and per hour reimbursement as long as the total amount of the contract is not exceeded.

COUNTY OF SANTA CRUZ

250

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: HEALTH SERVICES AGENCY

(Signature) 5/15/98 (Date)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the FOOD AND NUTRITION, INC. and, 18 West Lake Avenue, Suite A, Watsonville, CA 95076

2. The agreement will provide immunization services in connection with the State-funded Collaborative Immunization project.

to provide for the above services.

3. The agreement is needed.

4. Period of the agreement is from July 1, 1998 to June 30, 1999

5. Anticipated cost is \$ 22,885 for FY 1998-99.

6. Remarks: W-9 on file.

7. Appropriations are budgeted in 362623 (Index#) 3565 (Subject)

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

Appropriations are available and have been encumbered. will be available and will be encumbered.

Contract No. 81697 Date 5/20/98

GARY A. KNUTSON, Auditor - Controller

By Lucia Ward Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HSA Administrator to execute the same on behalf of the County of Santa Cruz Health Services Agency (Agency).

Remarks: GG (Analyst)

County Administrative Officer By G. Sch Date 5/21/98

Agreement approved as to form. Date

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

\* To Orig. Dept. if rejected.

401 ADM-29 (6-95)

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

**COUNTY OF SANTA CRUZ**  
**Health Services Agency**

CONTRACT NUMBER:  
ACCOUNT: 362623  
SUBJECT: 3665

THIS CONTRACT is entered into this 1st day of July, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and Food and Nutrition, Inc., hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached hereto and incorporated herein by this reference.

<u>Exhibit</u>	<u>Title</u>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
c, C-I	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

**CONTRACTOR:**

**COUNTY OF SANTA CRUZ:**

Name:	Name: Charles M. Moody
Title:	Title: HSA Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:



Assistant County Counsel

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor

## EXHIBIT A - STANDARD COUNTY PROVISIONS

1. TERM. The term of this contract shall be from July 1, 1998 through June 30, 1999 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.
  
2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
  
3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them 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).
  
4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum 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.

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.
  
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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
  
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

## EXHIBIT A - STANDARD COUNTY PROVISIONS

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 (3) years after the expiration of this 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 reasonable 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 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 additional insureds 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 required insurance policies shall be endorsed to contain the following clause:
 

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to : County of Santa **Cruz**, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."
  
5. 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 coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.
  
6. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over **40**), veteran status 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. 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. 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, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.
2. CONTRACTOR shall furnish COUNTY Affirmative Action Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or 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 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. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 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.
7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party **without** the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.
9. 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.
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. INDEPENDENT CONTRACTOR STATUS FACTORS. 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: (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 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 party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. **CONTRACTOR agrees** to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that **all** information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY and shall be submitted to COUNTY's Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and **in either of these** circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY **shall** have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
6. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by **COUNTY.COUNTY** may suspend or terminate payments for noncompliance with the terms of this Agreement.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who are recipients of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions and shall usually perform audits annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years) as required: recipients of \$100,000 or more a year in federal funds shall have an audit in accordance with Circular A-133 or an audit made of the one program with federal funds; recipients of at least \$25,000 but less than \$100,000 a year in federal funds shall have a circular A-1 33 audit or an audit of each federally funding program in accordance with the federal laws and regulations governing the programs in which they participate, and recipients of less than \$25,000 a year in federal funds are exempt from federal audit requirements, but records must be available for review for appropriate officials of the federal grantor agency or subgranting entity. Only costs of audits performed under Circular A-1 33 are allowable and can be charged to the federal awards. A **copy** of **all** audit reports, comments on findings and recommendations, and corrective action plans shall be submitted to the COUNTY Health Services Agency Administrator or designee.

8. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
11. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501 (c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.

16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR's employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined as an inventory item. All such items not fully consumed in the worked described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instruction, provided by COUNTY. (b) Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

20. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

21. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be **permitted** with the informed consent of the recipient and only after the CONTRACTOR has **determined** that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.

22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.

24. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes **including** any increase or decrease in the amount of **CONTRACTOR's** compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"); (b) COUNTY shall have the **right** to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. SAFETY AND INFECTION CONTROL. CONTRACTOR asserts that it is in compliance with applicable **Ca/OSHA** guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceeding in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

CONTRACTOR must upon request furnish documentation satisfactory to **COUNTY's** Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR's Safety and Infection Control Policy.

1. CONTRACTOR INFORMATION.

Name: Food & Nutrition Services, Inc. (WIC)  
 Address: . 18 West lake Ave., Suite A  
 Watsonville, CA 95076  
 Contact Person: Wendy Bowers-Gascha, MPH, RD  
 Telephone: (408) 722-7949, Ext 15  
 Tax ID Number: 94-2460211

2. DUTIES OR SERVICES PROVIDED.

A. CONTRACTOR agrees to provide immunization services, as described below, in accordance with the 1998-99 State Standard Agreement for the Collaborative Immunization Project which funds this agreement and which is incorporated herein by this reference. **COUNTY** will provide CONTRACTOR with a copy of the State Standard Agreement no later than thirty days after its receipt from the State. CONTRACTOR agrees to adhere to Exhibit **A** of said State Standard Agreement (the "Terms and Conditions" section) which is attached to this agreement as Exhibit C-I and incorporated herein by this reference.

B. Fiscal Year 1998-99 Collaborative Objectives, Methods, and Evaluation**OBJECTIVE:**

By June 30, 1999, the WIC program will have assessed at least 90% of immunization records of WIC children between 0 - 2 years old, using the VENUS software. The WIC staff will then educate and refer families to a medical provider for overdue or missing immunizations. Ongoing assessments will be performed for each client every six months.

**METHODS:**

1. By 7/1/98, complete Memorandum of Understanding with Health and Welfare Data Center to establish billing procedures for **VENUS** software usage and transaction costs.
2. By 7/15/98, select graphic design for T-shirts and cups for incentives to use in this program.
3. By 7/15/98, two WIC staff members will attend Public Health Foundation VENUS training in Los Angeles.
4. By 7/31/98, the two trained staff per item #3 above will train 16 remaining staff on use of VENUS.
5. By 8/15/98, complete immunization assessment/referral for for WIC enrollees to, take to medical providers.
6. By 9/1/98, begin VENUS program at all WIC sites.
7. By 10/1/98, run September 1998 VENUS report.
8. By 10/7/98, distribute September report findings to local countywide immunization coalition AKT.
9. By 10/31/98, complete first quality assurance assessment by WIC site supervisors.
10. By 12/31/98, complete second quality assurance assessment by WIC site supervisors.

**METHODS (CONTINUED):**

11. By 2/28/99, complete third quality assurance assessment by WIC site supervisors.
12. By 5/31/99, complete fourth quality assurance assessment by WIC site supervisors.

**EVALUATION:**

1. By 1 0/7/98, run first quarterly report and distribute findings to immunization coalition, County and State.
2. By 1/7/99, run second quarterly report and distribute findings to immunization coalition, County and State.
3. By 4/7/99, run and distribute third quarterly report and **distribute** findings to immunization coalition, County and State.
4. By 7/15/99, run and distribute final quarterly report, summarizing all activities.
5. By 7/1/99, compare baseline and quarterly reports of WIC participant immunization data documented in VENUS to note outcomes of this project.
6. Tally and report immunization referrals to medical practitioners.

**EXHIBIT D - FISCAL AND PAYMENT PROVISIONS**

1. **COMPENSATION.** In consideration of CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$22,885** as detailed below. CONTRACTOR will invoice on the form and in the manner required by COUNTY.

2. **BUDGET DETAIL**

A. **Personnel**

Nutrition Assistant I	@ \$7.45/hr	\$	1,550
Nutrition Assistant II	@ \$8.97/hr		3,911
Nutrition Assistant III	@ \$10.82/hr		1,125
Registered Dietician	@ \$16.56/hr		2,352
WIC Program Director	@ \$24.27/hr		874
Account/Data Clerk	@ \$16.23/hr		3,165
			<hr/>
Subtotal Personnel			12,977
Fringe Benefits @ 15.13%			1,963
<b>TOTAL Personnel</b>		<b>\$</b>	<b>14,940</b>

B. **Operating Expenses**

Supplies, Off ice Expenses, etc.			1,250
Health Education Materials & Supplies (incl transaction costs for VENUS system & client incentives)			6,345
Travel			350
Equipment			
			<hr/>
<b>TOTAL Operating Expenses</b>		<b>\$</b>	<b>7,945</b>
<b>TOTAL BUDGET</b>		<b>\$</b>	<b>22,885</b>

3. **PARTIAL PERFORMANCE:** In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.
4. **BUDGET CONTROL:** With prior wriien approval of COUNTY, CONTRACTOR may adjust cost among budget line items, add or delete line items, use alternative staffing and per hour reimbursement as long as the total amount of the contract is not exceeded.



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

263

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

FROM: HEALTH SERVICES AGENCY

C. Murphy (Signature) 5/15/98 (Date)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the PRIME HEALTH AT HOME (Agency)  
and 75 Nielson Road, Watsonville, CA 95076 (Name & Address:)

2. The agreement will provide immunization services in connection with the State-funded Collaborative Immunization project.

3. The agreement is needed to provide for the above services.

4. Period of the agreement is from July 1, 1998 to June 30, 1999

5. Anticipated cost is \$ 64,990 for FY 1998-99 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: W-9 on file.

7. Appropriations are budgeted in 362623 (Index#) 3665 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 , 1

Appropriations are not available and will be encumbered. Contract No. 8118411 Date 5/20/98  
GARY A. KNUTSON, Auditor - Controller  
By Jana Ward Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the KSA Administrator to execute the same on behalf of the County of Santa Cruz Health Services Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 5/21/98

Agreement approved as to form. Date \_\_\_\_\_

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

' To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
\_\_\_\_\_ 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

THIS CONTRACT is entered into this 1st day of July, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and Prime Health at Home, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached hereto and incorporated herein by this reference.

<u>Exhibit</u>	<u>Title</u>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
c, C-I	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

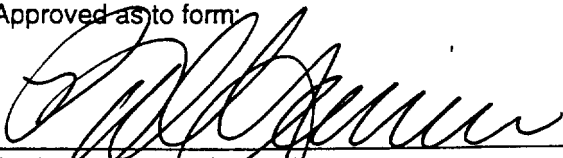
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

**CONTRACTOR:**

**COUNTY OF SANTA CRUZ:**

Name:	Name: Charles M. Moody
Title:	Title: HSA Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:

  
Assistant County Counsel

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor

1. TERM. The term of this contract shall be from July 1, 1998 through June 30, 1999 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.
  
- 2, EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
  
3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them 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).
  
4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum 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.

a. Types of Insurance and Minimum Limits

1. Worker's **Compensation** in the minimum statutorily required coverage amounts.
  
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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
  
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

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 (3) years after the expiration of this 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 reasonable 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 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 additional insureds 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 required insurance policies shall be endorsed to contain the following clause:
 

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to : County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."
  
5. 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 coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.
  
6. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
  - a. **CONTRACTOR** will not discriminate against any employee or **applicant** for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over **40**), veteran status 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. 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. 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, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status, 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 solicitations of goods and services. Definitions for **Minority/Women/Disabled Business Enterprises** are available from the COUNTY General Services Purchasing Divisions.
2. CONTRACTOR shall furnish COUNTY Affirmative Action Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or 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 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. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 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.
7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of **COUNTY's** Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.
9. 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.
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. INDEPENDENT CONTRACTOR STATUS FACTORS. 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.

**EXHIBIT A - STANDARD COUNTY PROVISIONS**

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (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 penissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent 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 party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. **Format** for the content of such reports will be developed by COUNTY and shall be submitted to COUNTY's Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work **completed** on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
6. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who are recipients of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions and shall usually perform audits annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years) as required: recipients of \$100,000 or more a year in federal funds shall have an audit in accordance with Circular A-133 or an audit made of the one program with federal funds; recipients of at least \$25,000 but less than \$100,000 a year in federal funds shall have a circular A-133 audit or an audit of each federally funding program in accordance with the federal laws and regulations governing the programs in which they participate, and recipients of less than \$25,000 a year in federal funds are exempt from federal audit requirements, but records must be available for review for appropriate officials of the federal grantor agency or subgranting entity. Only **costs** of audits performed under Circular A-133 are allowable and can be charged to the federal awards. A **copy** of all audit reports, comments on findings and recommendations, and corrective action plans shall be submitted to the COUNTY Health Services Agency Administrator or designee.

8. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
11. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501 (c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.



16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR's employees to **determine** that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined as an inventory item. All such items not fully consumed in the worked described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instruction provided by COUNTY. (b) Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

20. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

21, EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.

22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.

24. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR's compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"); (b) COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. SAFETY AND INFECTION CONTROL. CONTRACTOR asserts that it is in compliance with applicable Ca/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceeding in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

CONTRACTOR must upon request furnish documentation satisfactory to COUNTY's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR's Safety and Infection Control Policy.

1. CONTRACTOR INFORMATION.

Name: Prime Health at Home  
 Address: 75 Nielson Road  
 Watsonville, CA 95076  
 Contact Person: Julie Boudreau  
 Telephone: (408) 761-5619  
 Tax ID Number: 94-I 149702

2. DUTIES OR SERVICES PROVIDED.

A. CONTRACTOR agrees to conduct an Expanded Baby Track program of immunization services as detailed below. CONTRACTOR will provide services in accordance with the 1998-99 State Standard Agreement for the Immunization Project Subvention which funds this agreement and which is incorporated herein by this reference. COUNTY will provide CONTRACTOR with a copy of the State Standard Agreement no later than thirty days after its receipt from the State. Exhibit A of said State Standard Agreement (the "Terms and Conditions" section) is attached to this agreement as Exhibit C-I and incorporated herein by this reference.

B. Fiscal Year 1998-99 Collaborative Objectives, Methods and Evaluation

OBJECTIVE: All of the babies born during fiscal year 1998-99 at Watsonville Community Hospital will be enrolled in the Enhanced Baby Track program, and of the 1,400 babies delivered at Dominican Santa Cruz Hospital, 1,100 will be enrolled. These infants will be tracked for 24 months, using a combination of the Enhanced Baby Track model developed by San Joaquin County and an immunization registry data base.

## METHODS:

1. A home visit nurse will meet the parent(s) at the home of the newborn within two weeks of discharge from the maternity ward. The home visit nurse will discuss immunizations and Baby Track, obtaining signed consent for Baby Track enrollment.
2. The demographic data available from birth certificate records will be used to electronically populate enrollees in the county wide ACCLAIM immunization registry data base within 60 days after each enrollment into Baby Track.
3. A minimum of 70% of Baby Track enrollees in FY 1998-99 will be children in the "high" and "highest" risk category as defined in the Collaborative Grant RFP and resulting State Standard Agreement.
4. An average of 300 babies per month will be successfully tracked either by telephone or in person. All immunization data on enrolled babies will be used to update the ACCLAIM countywide immunization registry data base.
5. Enrolled babies will be followed, using Baby Track protocols, until they are 24 months of age or complete all immunizations per the State immunization schedule, whichever comes first.
6. In the course of follow up, unsuccessful attempts to contact clients by phone or mail will invoke attempts to locate clients by home visit or via interagency agreements per Enhanced Baby Track protocols.

**EVALUATION:**

1. Compare Baby Track enrollment records versus County vital statistics (birth) records, using AVSS.
2. Compare ACCLAIM records versus enrollment records quarterly during FY 1998-99.
3. Home visit nurse will collect information about ethnicity, occupation and primary language to verify risk category and report quarterly on this data.
4. Enhanced Baby Track encounter records will document all activities tracking enrollees. The lead worker will maintain all records, tabulate encounters, and report quarterly on the number of babies tracked.
5. **Report quarterly** on the number of babies who are still enrolled, with breakdowns into groupings of those "on schedule" and those who are not, with analysis to explain findings that are unusual.

**EXHIBIT D - FISCAL AND PAYMENT PROVISIONS**

1. COMPENSATION. In consideration of CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$64,990** as detailed below. CONTRACTOR will invoice on the form and in the manner required by COUNTY.

2. BUDGET DETAIL

A. Personnel

Home Visit Nurses	@ \$32/hr	\$ 20,000
Lead Health Educator	@ \$17/hr	7,072
Health Educator	@ \$14/hr	9,984
Data Entry/Outreach	@ \$12/hr	<u>12,936</u>
Subtotal Personnel		49,992
Fringe Benefits @ 25%		12,498
<b>TOTAL Personnel</b>		<b>\$ 62,490</b>

B. Operating Expenses

Supplies, Office Expenses, etc.	1,000
Health Education Materials & Software	1,200
Travel	300
Equipment	<u>          </u>
<b>TOTAL Operating Expenses</b>	<b>\$ 2,500</b>
<b>TOTAL BUDGET</b>	<b>\$ 64,990</b>

3. PARTIAL PERFORMANCE: In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.
4. BUDGET CONTROL: With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items, add or delete line items, use alternative staffing and per hour reimbursement as long as the total amount of the contract is not exceeded.