



county of Santa Cruz

403

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

October 1, 1998

Agenda: October 20, 1998

BOARD OF SUPERVISORS

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

REQUEST FOR APPROVAL OF CALIFORNIA DEPARTMENT OF EDUCATION AGREEMENTS FAPP-8055, GAPP-8060, G2AP-8047, AND F3AP-8065

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) contracts with the California Department of Education (CDE) to provide subsidized child care services to eligible families in Santa Cruz County and for the provision of CalWORKS Stage 2 and 3 child care services. The purpose of this letter is to request that your board approve contracts for these child care services for the 1998- 1999 fiscal year.

Agreement FAPP-8055 for the Child Care and Development Block Grant program provides subsidies to parents who are income eligible and establish a qualifying need for child care services, including employment, limited job search, and employment training. A family is income eligible if the family's adjusted monthly income is at or below seventy five percent of the State median income, adjusted for family size. The agreement provides a total of \$685,774 for these services.

Agreement GAPP-8060 for the Alternative Payment Program also provides subsidies to parents who are income eligible or receiving public assistance and who establish a qualifying need for child care services from a list similar to that of FAPP. In addition to basic eligibility and income priority requirements, the program considers children who are receiving child protective services or are at risk of abuse or neglect as an immediate priority regardless of income. A total of \$688,249 is provided for these services in the GAPP agreement.

BOARD OF SUPERVISORS

Agenda: October 20, 1998

California Department of Education Agreements

Page 2

In addition, CDE has issued a contract to HRA for Stage 2 subsidies for CalWORKs participants whose welfare to work activities and child care needs have stabilized and for those transitioning off cash grants, Agreement G2AP-8047, which provides a total amount of \$55 1,747 for these services, is the contract through which HRA will provide these services.

Finally, agreement F3AP-8065 provides Stage 3 child care subsidies to income eligible families who have successfully transitioned off public assistance. This agreement is for a total of \$84,095.

All of these agreements, along with funding terms and conditions, which describe the requirements for each agreement, are on file with the Clerk of the Board. Funds were allocated for these services in the 1998- 1999 Human Resources Agency budget, and therefore, no additional budgetary action is required.

The agreements with the Department of Education described in this letter will provide for essential supportative services to assist families in our community. IT IS THEREFORE RECOMMENDED that your Board take the following actions:

1. Adopt the Resolution certifying your Board's approval to accept Agreement FAPP-8055 with the California Department of Education for \$685,774 (Attachment 1), and authorize the Human Resources Agency Administrator to execute Agreement FAPP-8055 and to make subsequent minor changes thereto when appropriate and necessary; and
2. Adopt the attached Resolution certifying your Board's approval to accept Agreement GAPP-8060 with the California Department of Education for \$688,249 (Attachment 2), and authorize the Human Resources Agency Administrator to execute Agreement GAPP-8060 and to make subsequent minor changes thereto when appropriate and necessary; and
3. Adopt the attached Resolution certifying your Board's approval to accept Agreement G2AP-8047 with the California Department of Education for \$55 1,747 (Attachment 3), and authorize the Human Resources Agency Administrator to execute Agreement G2AP-8047 and to make subsequent minor changes thereto when appropriate and necessary; and
4. Adopt the attached Resolution certifying your Board's approval to accept Agreement F3AP-8065 with the California Department of Education for \$84,095 (Attachment 4), and authorize the Human Resources Agency Administrator to execute Agreement F3AP-8065 and to make subsequent minor changes thereto when appropriate and necessary.

BOARD OF SUPERVISORS
Agenda: October 20, 1998
California Department of Education Agreements
Page 3

Very truly yours,

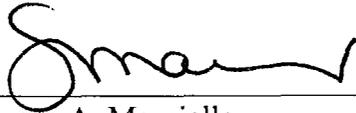


CECILIA ESPINOLA
Administrator

Attachments

CE:SG:sg:cde9899A.bos

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc. County Counsel
Auditor/Controller

ATTACHMENT 1

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 EXECUTION OF AGREEMENT
NO. FAPP-8055 FOR CHILD DEVELOPMENT SERVICES WITH THE
CALIFORNIA DEPARTMENT OF EDUCATION**

WHEREAS, the Human Resources Agency is presently contracting with the California Department of Education to provide Child Care and Development subsidy services to eligible families in Santa Cruz County; and

WHEREAS, the Board of Supervisors declares its intent to continue to provide Child Care to eligible families within our community.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. FAPP-8055 in the amount of \$685,774 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 20th day of October, 1998, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of said Board

APPROVED AS TO FORM

Jane M. Scott
County Counsel

DISTRIBUTION: County Administrative Office
County Counsel
Human Resources Agency

ATTACHMENT 2

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 EXECUTION OF AGREEMENT
NO. GAPP-8060 FOR CHILD DEVELOPMENT SERVICES WITH THE
CALIFORNIA DEPARTMENT OF EDUCATION**

WHEREAS, the Human Resources Agency is presently contracting with the California Department of Education to provide Child Care and Development subsidy services to eligible families in Santa Cruz County; and

WHEREAS, the Board of Supervisors declares its intent to continue to provide Child Care to eligible families within our community.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. GAPP-8060 in the amount of \$688,249 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 20th day of October, 1998, by the following vote:

AYES: SUPERSVISORS
NOES: SUPERSVISORS
ABSENT SUPERSVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of said Board

APPROVED AS TO FORM
Joe M. Scott

County Counsel

DISTRIBUTION: County Administrative Office
County Counsel
Human Resources Agency

ATTACHMENT 3

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 EXECUTION OF AGREEMENT
NO. G2AP-8047 FOR CHILD DEVELOPMENT SERVICES WITH THE
CALIFORNIA DEPARTMENT OF EDUCATION**

WHEREAS, the Human Resources Agency is presently contracting with the California Department of Education to provide Child Care and Development subsidy services to eligible families in Santa Cruz County; and

WHEREAS, the Board of Supervisors declares its intent to continue to provide Child Care to eligible families within our community.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. G2AP-8047 in the amount of \$ 55 1,747 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 20th day of October, 1998, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of said Board

APPROVED AS TO FORM

John M. Scott

County Counsel

DISTRIBUTION: County Administrative Office
County Counsel
Human Resources Agency

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 EXECUTION OF AGREEMENT
NO. F3AAP-8065 FOR CHILD DEVELOPMENT SERVICES WITH THE
CALIFORNIA DEPARTMENT OF EDUCATION**

WHEREAS, the Human Resources Agency is presently contracting with the California Department of Education to provide Child Care and Development subsidy services to eligible families in Santa Cruz County; and

WHEREAS, the Board of Supervisors declares its intent to continue to provide Child Care to eligible families within our community.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement F3AAP-8065 in the amount of \$84,095 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 20th day of October, 1998, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of said Board

APPROVED AS TO FORM

Joe M. Scott
County Counsel

DISTRIBUTION: County Administrative Office
County Counsel
Human Resources Agency



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

410

F.Y. 98-99

CHILD CARE AND DEVELOPMENT BLOCK GRANT

DATE: July 1, 1998

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: F3AP-8065

PROGRAM TYPE: CalWORKs AP/Stage 3

PROJECT NUMBER: 44-K445-00-03881-8

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CHILD CARE AND DEVELOPMENT BLOCK GRANT- FUNDING TERMS and CONDITIONS (FT&C) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 1998 through June 30, 1999. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with page 16 of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$ 84,095

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract,

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

Joe M. Scott

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Manager Contracts Office		ADDRESS	
AMOUNT ENCUMBERED BY MIS DOCUMENT \$ 84,095	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM See Attached	CHAPTER	STATUTE
	FISCAL YEAR		
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 35 See Attached		DATE	

Department of General Services use only

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of the Contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this contract and the balance, if any shall be paid the Contractor upon demand.
4. Without the written consent of the State, this contract is not assignable by Contractor either in whole or in part.
5. Time is the essence of this contract.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reduction in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this contract in any manner. The State shall have the option to terminate the contract without cost to the State in the event the Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

NONDISCRIMINATION CLAUSE (OCP-1) STD. 17A (REV. 3-95)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7265.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 1. will receive a copy of the company's drug-free policy statement; and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if the COE determines that any of the following has occurred: (1) the contractor has made false certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.

Contractor: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

412

Contractor Number: F3AP-8065

Amount encumbered by this document \$ 17,919	Program/category (code and title) Child Development Programs		Fund title Federal	
Prior amount encumbered \$	(Optional use) 0156 03864-K445		FC#93575 PC#268 Transfer to State School Fund	
Total amount encumbered to date \$	Item 30.10 6100-I 96-0890	Chapter B/A	Statute 1998	Fiscal year 1998/99
	Object of expenditure (code and title) 702			
Amount encumbered by this document \$ 21,024	Program/category (code and title) Child Development Programs		Fund title Federal	
Prior amount encumbered \$	(Optional use) 0156 03881-K445		FC#93575 PC#268 Transfer to State School Fund	
Total amount encumbered to date \$	Item 30.10 6100-I 96-0890	Chapter B/A	Statute 1998	Fiscal year 1998/99
	Object of expenditure (code and title) 702			
Amount encumbered by this document \$ 45,152	Program/category (code and title) Child Development Programs		Fund title Federal	
Prior amount encumbered \$	(Optional use) (0156) 03882-K445		FC#93575 PC#268 Transfer to State School Fund	
Total amount encumbered to date \$	Item 30.10 6100-196-0890	Chapter B/A	Statute 1998	Fiscal year 1998/99
	Object of expenditure (code and title) 702			

I hereby certify upon my own personal knowledge that the budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO .	B.R. NO
	SIGNATURE OF ACCOUNTING OFFICER	
	DATE	

35

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be *GIVEN* a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

414

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		CONTRACT #/PROJECT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
SIGNATURE	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P. O. Box 944272

Sacramento, CA 94244-2720

F.Y. 98-99

CHILD CARE AND DEVELOPMENT BLOCK GRANT

DATE: July 1, 1998

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: G2AP-8047
 PROGRAM TYPE: CALWORKs Stage 2/AP
 PROJECT NUMBER: 44-K445-00-03367-8

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the **CALWORKs STAGE 2 FUNDING TERMS and CONDITIONS (FT&C) and COUNTY CALWORKs STAGE 2 IMPLEMENTATION PLAN** which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 1998 through June 30, 1999. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with page 15 of the FT&Cs, for a Maximum Reimbursable Amount (MRA) of \$ 551,747.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Approved
 By *Joe M. Scott*
 Assistant County Counsel

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager Contracts Office		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 551,747 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ TOTAL AMOUNT ENCUMBERED TO DATE \$	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0156 03367-K445		Transfer to SSF		
	ITEM 30.10 6100-196-0001	CHAPTER B/A	STATUTE 1998	FISCAL YEAR 1998/99	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					T.B.A. NO.
SIGNATURE OF ACCOUNTING OFFICER					B.R. NO.
					DATE

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of the Contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this contract, and the balance, if any shall be paid the Contractor upon demand.
4. Without the written consent of the State, this contract is not assignable by Contractor either in whole or in part.
5. Time is the essence of this contract.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be the compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- a. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reduction in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this contract in any manner. The State shall have the option to terminate the contract without cost to the State in the event the Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

NONDISCRIMINATION CLAUSE (OCP-1) § 17A (REV. 3-85)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 9355(c), that every employee who works on the proposed contract
 1. will receive a copy of the company's drug-free policy statement; and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if the CDE determines that any of the following has occurred: (1) the contractor has made fake certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

418

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

NAME OF APPLICANT		CONTRACT #/PROJECT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
SIGNATURE	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION

419

721 Capitol Mall; P. O. Box 944272

Sacramento, CA 94244-2720

F.Y. 98-99

DATE: July 1, 1998

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: GAPP-8060
PROGRAM TYPE: Alternative Payment
PROJECT NUMBER: 44-K445-00-03186-8

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C) which are attached and by this reference incorporated into this contract, and the CURRENT APPLICATION which by this reference is incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 1998 through June 30, 1999. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with page 12 of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$ 688,249.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

- Minimum Days of Operation (MDO) Requirement 250

Approved to form
By Joe M. Scott
Assistant County Counsel

Form with fields for signatures, printed names, titles, addresses, and financial details including amount encumbered, program category, fund title, and fiscal year.

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of the Contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this contract, and the balance, if any shall be paid the Contractor upon demand.
4. Without the written consent of the State, this contract is not assignable by Contractor either in whole or in part.
5. Time is the essence of this contract.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be his compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- a. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments to funding to reflect any reduction in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this contract in any manner. The State shall have the option to terminate the contract without cost to the State in the event the Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

NONDISCRIMINATION CLAUSE (OCP-1) STD. 17A (REV. 3-95)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 1. will receive a copy of the company's drug-free policy statement; and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if the CDE determines that any of the following has occurred: (1) the contractor has made false certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

F.Y. 98-99

CHILD CARE AND DEVELOPMENT BLOCK GRANT

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 1, 1998

CONTRACT NUMBER: FAPP-8055
 PROGRAM TYPE: CCD Block Grant AP
 PROJECT NUMBER: 44-K445-00-03694-8

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the **CHILD CARE AND DEVELOPMENT BLOCK GRANT-FUNDING TERMS and CONDITIONS (FT&Cs)** which are attached and by this reference incorporated into this contract, and the **CURRENT APPLICATION** which by this reference is incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 1998 through June 30, 1999. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with page 16 of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$ 685,774.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

Approved ~~as~~ to form
 By Joe M. Scott
 Assistant County Counsel

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Manager Contracts Office		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 685,774	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)					
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract
2. The Contractor, and the agents and employees of the Contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this contract, and the balance, if any shall be paid the Contractor upon demand.
4. Without the written consent of the State, this contract is not assignable by Contractor either in whole or in part.
5. Time is the essence of this contract.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amend them in funding to reflect any reduction in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this contract in any manner. The State shall have the option to terminate the contract without cost to the State in the event the Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

NONDISCRIMINATION CLAUSE (OCP-1) STD. 17A (REV. 3-85)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 1. will receive a copy of the company's drug-free policy statement; and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor is ineligible for award of any future state contracts if the CDE determines that any of the following has occurred: (1) the contractor has made false certification or (2) the contractor violated the certification by failing to carry out the requirements as noted above.

Contractor: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

423

Contractor Number: FAPP-8055

Amount encumbered by this document \$ 147,374	Program/category (code and title) Child Development Programs		Fund title Federal		
Prior amount encumbered \$	(Optional use) (0156) 03670-K445		FC#93575 PC#0267 Transfer to SSF		
Total amount encumbered to date \$	Item 30.10 6 100-I 96-0890	Chapter B/A	Statute 1998	Fiscal year 1998/99	
	Object of expenditure (code and title) 702				
Amount encumbered by this document \$ 504,030	Program/category (code and title) Child Development Programs		Fund title Federal		
Prior amount encumbered \$	(Optional use) (0156) 03689-K445		FC# 93596 PC# 0321 Transfer to SSF		
Total amount encumbered to date \$	Item 30.10 6100-I 96-0890	Chapter B/A	Statute 1998	Fiscal year 1998/99	
	Object of expenditure (code and title) 702				
Amount encumbered by this document \$ 34,370	Program/category (code and title) Child Development Programs		Fund title Federal		
Prior amount encumbered \$	(Optional use) (0156) 03694-K445		FC# 93596 PC# 0321 Transfer to SSF		
Total amount encumbered to date \$	Item 30.10 6100-I 96-0890	Chapter B/A	Statute 1998	Fiscal year 1998/99	
	Object of expenditure (code and title) 702				

I hereby certify upon my own personal knowledge that the budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO	B.R. NO
	SIGNATURE OF ACCOUNTING OFFICER	
	DATE	

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

424

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

425

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		CONTRACT #/PROJECT #	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	