



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

June 8, 1999

AGENDA: June 22, 1999

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

RE: APPROVAL OF SERVICE AGREEMENTS FOR THE CHILDHOOD LEAD POISONING
PREVENTION PROGRAM

Dear Board Members:

The Health Services Agency is requesting approval of the attached State-funded agreements with three local agencies to provide childhood lead poisoning prevention services. The agencies and contract amounts are: Food and Nutrition, Inc. (\$14,000), Growth and Opportunity, Inc. (\$8,000) and Head Start (\$4,000),

On April 13, 1999, your Board accepted a State funding award for a special childhood lead poisoning prevention project. The purpose of the special project is to strengthen the County's existing lead poisoning prevention efforts by integrating the screening of high-risk children into various local children's health programs. The funding award covers the period January 1, 1999 through June 30, 2000 for a total amount of \$91,237 (\$26,824 for 1998/99 and \$64,413 for 1999/00).

As directed by your Board on April 13, the Health Services Agencies is now returning for approval of the attached 1999-2000 agreements with local participating agencies. The agreements will be effective July 1, 1999 and are summarized as follows:

Food and Nutrition, Inc. (\$14,000): Food and Nutrition's Women, Infants and Children (WIC) program will implement a radio and television media campaign targeted to Spanish-speaking parents with young children. WIC will also provide blood lead testing for children between ages 1 – 5 and test cookware for lead contamination as part of regular nutrition classes.

Growth and Opportunity, Inc. (\$8,000): the Migrant Head Start (MHS) program will train its contract child care providers regarding lead hazards and conduct follow-up site visits to assure that these providers incorporate lead poisoning prevention education in parent conferences. It will also provide education forums on lead poisoning prevention for parents of children enrolled in MHS. And, finally, MHS will conduct an education and outreach effort in Watsonville neighborhoods with predominantly pre-1950's housing.

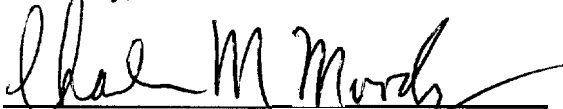
Head Start (\$4,000): Head Start will increase lead screening among enrolled children and the younger siblings of enrolled children, train staff to conduct lead education workshops, and provide these workshops at twelve Head Start locations throughout the County.

The balance of the 1999-2000 State funding (\$38,413) goes to support additional activity of HSA nursing and clerical staff working on the project, plus related services and supplies.

It is therefore RECOMMENDED that your Board:

1. Approve the attached agreements with Food and Nutrition, Inc., Head Start, and Growth and Opportunity, Inc. for lead poisoning prevention special project services in the amounts described above, and authorize the Health Services Agency Administrator to sign the agreements.

Sincerely,



Charles M. Moody, HSA Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

- cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
Food and Nutrition, Inc.
Growth and Opportunity, Inc.
Santa Cruz County Head Start

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

000219

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)

Connelly (eg) (Signature) 6/7/99 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency)
SANTA CRUZ COMMUNITY COUNSELING CENTER 3Y & THROUGH SANTA CRUZ COUNTY HEAD START
and 408 E. Lake Ave., Watsonville, CA 95077 (Name & Address)

2. The agreement will provide health education, outreach, and screening activities in connection with the Childhood Lead Poisoning Prevention program

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

4. Period of the agreement is from July 1, 1999 to January 31, 2000

5. Anticipated cost is \$ 4,300 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: FY 1999-2000 agreement.

7. Appropriations are budgeted in 362501 (Index#) 3665 (Subject)

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

Appropriations are available and will be encumbered.* Contract No. C091876 Date 6/8/99
* SUBJECT TO APPROVAL OF THE 1999-2000 BUDGET
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Wilson 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).
County Administrative Officer

Remarks: GA (Analyst) By [Signature] Date 6/10/99

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ BY _____ Deputy Clerk

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number:
Account: 362501
Subobject: 3665
Amount: \$4.000

2 2 0

THIS CONTRACT is entered into this 1st day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and Santa Cruz Community Counseling Center by and through its Santa Cruz County Head Start, Inc. Project 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	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: Health Services Agency 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, 1999 until January 31, 2000 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.

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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's 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 or up to ten per cent (10%) of the face amount of this agreement, whichever is greater, until final program report is 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 expend \$300,000 or more of federal funds a year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit to be conducted annually. A copy of the A-I 33 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-I 33 audit requirements. Only costs of audits performed under Circular **A-I 33** are allowable and can be charged to the federal awards.
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.

EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

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. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY and State of California 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 provided under a contract with the County of Santa Cruz and funded by the State of California Department of Health Services Childhood Lead Poisoning Prevention Program.

22. 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 unless otherwise provided for under 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.

1. CONTRACTOR INFORMATION.

Name: Santa Cruz Community Counseling Center by and through its
Santa Cruz County Head Start, Inc. Project
Address: 408 East Lake Avenue
Watsonville, CA 95077
Telephone: (831) 724-3885
FAX: (831) 724-3534
Tax ID Number:
Contact: Laurie Hester, Health and Nutrition Specialist

2. DUTIES OR SERVICES PROVIDED.

CONTRACTOR will conduct a lead testing program for children under six years of age as detailed in the attached Scope of Work (Exhibit C-I), which by this reference is made part of this agreement. All work will be conducted in accordance with State Standard Agreement (State contract number:98-15885), which is incorporated herein by this reference.

3. ADDITIONAL REQUIREMENTS.

In conducting the activities detailed in the Scope of Work, CONTRACTOR agrees to comply with the following requirements: a) track the number of children/families who are served by the project; b) be prepared for and respond to periodic site visits by COUNTY staff to observe program activities, on mutually agreeable dates and times; c) identify funding source on various program materials as indicated by COUNTY; d) attend meetings of the Lead Collaborative Outreach Project.

4. PROGRAM REPORTS.

In connection with the activities conducted as part of the Scope of Work, CONTRACTOR agrees to submit the following reports: a) bimonthly progress reports to the COUNTY Childhood Lead Poisoning Prevention Program (CLPPP) to be submitted no later than the 5th day of the following month; b) a final report to be submitted to CLPPP by February 7, 2000.

5. COUNTY RESPONSIBILITIES.

COUNTY agrees to provide technical assistance to CONTRACTOR in order to strengthen the program and foster collaborative relationships. COUNTY will supply CONTRACTOR with reporting forms and instructions in order to complete the required periodic progress reports. COUNTY will serve as liaison between the CONTRACTOR and the State Childhood Lead Poisoning Prevention Branch (CLPPB).

Scope of Work
 Santa Cruz County Childhood Lead Poisoning Prevention Special Project
 Subcontract Period: July 1, 1999 - January 31, 2000

Agency Name: Santa Cruz County Head Start

Goal: Head Start parents will obtain lead testing for their children under six years of age.

Measurable Objective(s)	Implementation Activities	Staff	Timeline	Method(s) of Evaluating Objective(s)
<p>1. Lead testing of Head Start children will increase 25 % by January 31, 2000, when compared to the 1998-99 program year lead statistics.</p> <p>2. By January 2000, 15 % of Head Start parents will attend lead education workshops that will be offered at twelve locations throughout Santa Cruz County.</p> <p>3. By January 31, 2000, 25% of Head Start siblings under 6 years of age (and not enrolled in WIC) will receive a blood lead test if not previously tested.</p>	<p>Lead test status is obtained during the enrollment appointment, and an incentive is offered to parents of children not enrolled in WIC, in exchange for evidence of lead testing, if not previously tested.</p> <p>The Childhood Lead Poisoning Prevention Program will conduct in-service to prepare staff for providing lead workshops to parents. Each Head Start center will offer a lead education workshop for parents.</p> <p>Data regarding sibling lead test status is obtained during the Head Start enrollment appointment and tracked during the processing of enrollments. An incentive gift is offered to parents in exchange for evidence of lead testing. Staff submit monthly reports on the number of siblings receiving lead testing.</p>	<p>Family Service Workers Family Advocates</p> <p>CLPPP Staff Family Service Workers Family Advocates</p> <p>Family Service Workers Family Advocates Health & Nutrition Specialist</p>	<p>Jan., 2000</p> <p>Oct. - Jan.</p> <p>Jan., 2000</p>	<p>The lead test information of Head Start children during the 1998-99 program year will serve as baseline data.</p> <p>Parent workshop attendance sheets will be used to calculate the percentage of parents attending the lead workshops.</p> <p>The number of siblings receiving lead testing will be compared to the total number of siblings of enrolled children (not enrolled in WIC).</p>

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 \$4,000** as detailed below. CONTRACTOR will invoice on the form and in the manner required by COUNTY.

2 . BUDGET DETAIL

A. Personnel

Various staffing Health & Nutrition Specialist or other assigned staff	\$ 627
Subtotal Personnel	627
Fringe Benefits @ 22%	138
SUBTOTAL Personnel	\$ 765

B. Operating Expenses

Health Education Materials & Supplies (incl lead swabs and various client incentives as agreed upon by COUNTY CONTRACTOR).	2,820
SUBTOTAL Operating Expenses	\$ 2,820

C. Overhead and Administrative Allowance \$ 415

TOTAL BUDGET \$ 4,000

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, delete or modify line items, use alternative staffing and per hour rates as long as the total amount of the contract is not exceeded. A formal contract amendment is not required to accomplish these adjustments.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

00230

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)

Commandy/ag (Signature) 6/7/99 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency)
and GROWTH & OPPORTUNITY, INC., 30 E. 5th St., Ste., J, Watsonville, CA 95076 (Name & Address)

2. The agreement will provide health education, outreach, and screening activities in connection with the Childhood Lead Poisoning Prevention program

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

4. Period of the agreement is from July 1, 1999 to January 31, 2000

5. Anticipated cost is \$ 8,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: FY 1999-2000 agreement.

7. Appropriations are budgeted in 362501 (Index#) 3665 (Subobject)

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

Appropriations are available and will be encumbered. * Contract No. CO 91877 Date 6/8/99

* SUBJECT TO APPROVAL OF THE 1999-2000 BUDGET GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva 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). County Administrative Officer

Remarks: ES (Analyst) By ES Date 6/10/95

Agreement approved as to form. Date _____

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

* 32 Dept. if rejected.
ADM - 29 (6195)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number:
Account: 362501
Subobject: 3665
Amount: **\$ 8,000**

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THIS CONTRACT is entered into this 1st day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and Growth and Opportunity, 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	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

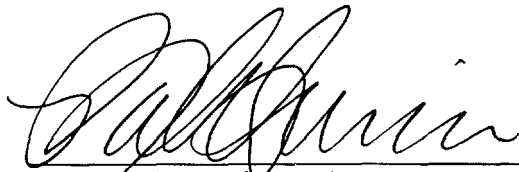
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

CONTRACTOR:

COUNTY OF SANTA CRUZ:

Name:	Name: Charles M. Moody
Title:	Title: Health Services Agency Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:


Assistant County Counsel

Distribution:

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

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1. TERM. The term of this contract shall be from July 1, 1999 until January 31, 2000 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.

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.

EXHIBIT A - STANDARD COUNTY PROVISIONS

0233

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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's 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 or up to ten per cent (10%) of the face amount of this agreement, whichever is greater, until final program report is 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 expend \$300,000 or more of federal funds a year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or **program-specific** audit to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
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 propagand 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.

'EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

00 237

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. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY and State of California 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 provided under a contract with the County of Santa Cruz and funded by the State of California Department of Health Services Childhood Lead Poisoning Prevention Program.

22. 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 unless otherwise provided for under 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.

1. CONTRACTOR INFORMATION.

Name: Growth and Opportunity, Inc.
 Address: 30 E. 5th Street – Suite J
 Watsonville, CA 95076
 Telephone: **(831) 722-3337**
 FAX: (631) 722-7234
 Tax ID Number:
 Contact: Roy Jimenez, Health Services Director

2. DUTIES OR SERVICES PROVIDED.

CONTRACTOR will conduct a lead testing program for children under six years of age as detailed in the attached Scope of Work (Exhibit C-I), which by this reference is made part of this agreement. All work will be conducted in accordance with State Standard Agreement (State contract number:98-15885), which is incorporated herein by this reference.

3. ADDITIONAL REQUIREMENTS.

In conducting the activities detailed in the Scope of Work, CONTRACTOR agrees to comply with the following requirements: a) track the number of children/families who are served by the project; b) be prepared for and respond to periodic site visits by COUNTY staff to observe program activities, on mutually agreeable dates and times; c) identify funding source on various program materials as indicated by COUNTY; d) attend meetings of the Lead Collaborative Outreach Project.

4. PROGRAM REPORTS.

In connection with the activities conducted as part of the Scope of Work, CONTRACTOR agrees to submit the following reports: a) bimonthly progress reports to the COUNTY Childhood Lead Poisoning Prevention Program (CLPPP) to be submitted no later than the 5th day of the following month; b) a final report to be submitted to CLPPP by February 7, 2000.

5. COUNTY RESPONSIBILITIES.

COUNTY agrees to provide technical assistance to CONTRACTOR in order to strengthen the program and foster collaborative relationships. COUNTY will supply CONTRACTOR with reporting forms and instructions in order to complete the required periodic progress reports. COUNTY will serve as liaison between the CONTRACTOR and the State Childhood Lead Poisoning Prevention Branch (CLPPB).

**SCOPE OF WORK
SANTA CRUZ CO. CHILD LEAD POISONING PREVENTION SPECIAL PROJECT
SUBCONTRACT PERIOD: JULY 1, 1999 – JANUARY 31, 2000
GROWTH AND OPPORTUNITY, INC.**

GOAL 1: TO INCREASE AWARENESS OF CHILDHOOD LEAD POISONING PREVENTION AMONG AT-RISK MIGRANT PARENTS AND CHILD CARE PROVIDERS IN THE PAJARO VALLEY

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	STAFF	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES
1. By Nov. 30, '99 project will have completed a media campaign through Latino radio, TV, and print media.	-Pilot test content with focus group -Secure 40 KLOK Radio spots. -Secure 40 KSMS TV spots. -Secure Print media ads.	Proj. Mgr & FSW's	Jul.'99 Jul.'99 Aug.'99 Sep.'99	Monitor and measure telephone call-in contacts and log responses.
2. By Aug. 31,'99 FSW's will conduct education forums for migrant Parents that focus on childhood lead poisoning prevention.	-Organize presentations -Prepare education literature -Assemble hand-out material -Organize exhibit table -Develop evaluation tools	Proj. Mgr. & FSW's	Jul.'99 Jul.'99 Aug.'99 Aug.'99 Jul.'99	Parent evaluation forms. Parent focus group meeting to assess project
3. By Aug. 31, '99 FSW's will conduct a training forum for FCCH providers on childhood lead poisoning prevention. This will also include site visits to provider homes to provide education packets on lead poisoning prevention to be rendered to parents.	-Organize presentation -Prepare literature -Assemble hand-out material -Organize exhibit table -Provide evaluation tools	Proj. Mgr, & FSW's	Jul.'99 Jul.'99 Aug.'99 Aug.'99	FCCH Provider evaluation forms.

SCOPE OF WORK
SANTA CRUZ CO. CHILD LEAD POISONING PREVENTION SPECIAL PROJECT
SUBCONTRACT PERIOD: JULY 1, 1999 – JANUARY 31, 2000
GROWTH AND OPPORTUNITY, INC.

GOAL 2: TO INCREASE AWARENESS OF CHILDHOOD LEAD POISONING AMONG WATSONVILLE RESIDENTS IN
 NEIGHBORHOODS WITH HIGH PROPORTION OF PRE-1950 HOUSING.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	STAFF	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES
1. By October 31, '99 FSW's will visit Three Watsonville neighborhoods of pre 1950 Housing to advise parents on lead poisoning hazards and precautions.	<ul style="list-style-type: none"> -Identify FSW team -Prepare Lead Poisoning Prevention education materials. -Organize presentations 	FSW's	Aug. – Oct. '99	Contact 10 families from each of the three Neighborhoods following FSW visit to evaluate usefulness of Lead Poison Prevention information provided.

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 \$8,000** as detailed below. CONTRACTOR will invoice on the form and in the manner required by COUNTY. Invoices will be submitted with the required bi-monthly program reports specified in Exhibit C(4) unless otherwise agreed upon by COUNTY and CONTRACTOR. Invoices will be submitted to: Carol Sparks, Children’s Medical Services, 12 W. Beach St., Watsonville, CA 95076.

2. BUDGET DETAIL

A. Personnel

	Hourly Rate Range		
Various Project Community Health Staff (FSW’s or other assigned staff).	\$10 - \$13.25	\$	3,120
Subtotal Personnel			3,120
Fringe Benefits @ 20%			624
SUBTOTAL Personnel		\$	3,744

B. Operating Expenses

Supplies, Materials, & Printing	1,238
Media Campaign Advertisements & related expenses’	2,500
SUBTOTAL Operating Expenses	\$ 3,738

C. Overhead and Administrative Allowance 518

TOTAL BUDGET **\$ 8,000**

*NOTE: Claims submitted in connection with the media campaign, including but not limited to advertisements, printing and other purchased services, may be paid upon submittal to and approval by COUNTY of documentation demonstrating that the advertisements or services have been ordered and are scheduled for airing or printing.

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, delete or modify line items, use alternative staffing and per hour rate as long as the total amount of the contract is not exceeded. A formal contract amendment is not required to accomplish these adjustments.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

00242

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)
SM [Signature] (Signature) 6/7/99 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency) and FOOD AND NUTRITION, INC., 18 W Lake Ave., Suite A, Watsonville, CA 95077 (Name & Address)
- The agreement will provide health education, outreach, and screening activities in connection with the Childhood Lead Poisoning Prevention program.
- The agreement is needed to provide for the above services.
- Period of the agreement is from July 1, 1999 to January 31, 2000
- Anticipated cost is \$ 14,000 (~~Fixed amount~~; Monthly rate; Not to exceed)
- Remarks: FY 1999-2000 agreement.
- Appropriations are budgeted in 362501 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. CO 91878 Date 6/8/99
 are not available and will be encumbered.
* SUBJECT TO APPROVAL OF THE 1999-2000 BUDGET
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva 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: [Signature] (Analyst) By [Signature] County Administrative Officer Date 6/9/99

Agreement approved as to form. Date _____

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

*To orig. Dept. if rejected.
32 ADM - 29 (6195)

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

COUNTY OF SANTA CRUZ Health Services Agency	Contract Number:
	Account: 362501
	Subobject: 3665
	Amount: \$14.000

THIS CONTRACT is entered into this 1st day of July, 1999, 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	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

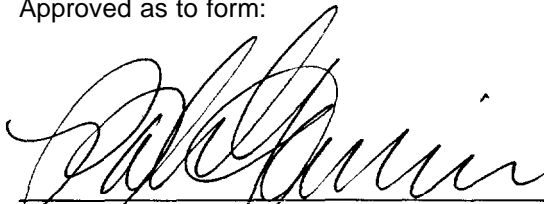
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

CONTRACTOR:

COUNTY OF SANTA CRUZ:

Name:	Name: Charles M. Moody
Title:	Title: Health Services Agency 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

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1. TERM. The term of this contract shall be from July 1, 1999 until January 31, 2000 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 is 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.

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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's 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.

EXHIBIT A - STANDARD COUNTY PROVISIONS

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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 or up to ten per cent (10%) of the face amount of this agreement, whichever is greater, until final program report is 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 expend \$300,000 or more of federal funds a year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
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.

EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

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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. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY and State of California 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 provided under a contract with the County of Santa Cruz and funded by the State of California Department of Health Services Childhood Lead Poisoning Prevention Program.

22. 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 unless otherwise provided for under 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.

1. CONTRACTOR INFORMATION.

Name: Food & Nutrition, Inc. by and through the WIC program
 Address: 18 W. Lake Avenue, Suite A
 Watsonville, CA 95077
 Telephone: (831) 722-7949, ext. 15
 FAX: (831) 722-8532
 Tax ID Number:
 Contact: Wendy Bowers-Gauchesa, WIC Program Director

2. DUTIES OR SERVICES PROVIDED.

CONTRACTOR will conduct a lead testing program for children under six years of age as detailed in the attached Scope of Work (Exhibit C-I), which by this reference is made part of this agreement. All work will be conducted in accordance with State Standard Agreement (State contract number:98-15885), which is incorporated herein by this reference.

3. ADDITIONAL REQUIREMENTS.

In conducting the activities detailed in the Scope of Work, CONTRACTOR agrees to comply with the following requirements: a) track the number of children/families who are served by the project; b) be prepared for and respond to periodic site visits by COUNTY staff to observe program activities, on mutually agreeable dates and times; c) identify funding source on various program materials as indicated by COUNTY; d) attend meetings of the Lead Collaborative Outreach Project.

4. PROGRAM REPORTS.

In connection with the activities conducted as part of the Scope of Work, CONTRACTOR agrees to submit the following reports: a) bimonthly progress reports to the COUNTY Childhood Lead Poisoning Prevention Program (CLPPP) to be submitted no later than the 5th day of the following month; b) a final report to be submitted to CLPPP by February 7, 2000.

5. COUNTY RESPONSIBILITIES.

COUNTY agrees to provide technical assistance to CONTRACTOR in order to strengthen the program and foster collaborative relationships. COUNTY will supply CONTRACTOR with reporting forms and instructions in order to complete the required periodic progress reports. COUNTY will serve as liaison between the CONTRACTOR and the State Childhood Lead Poisoning Prevention Branch (CLPPB).

Scope of Work
Santa Cruz County Childhood Lead Poisoning Prevention Special Project
Subcontract Period: July 1, 1999 - December 31, 1999

Agency: WIC Program, Food & Nutrition Services, Inc.

Goals & Objectives	Implementation Activities	Staff	Timeline	Method(s) of Evaluation
<p>Goal 1 Design and implement a Media Campaign with the Growth and Opportunity Head Start Program, to increase lead poisoning awareness.</p> <p><i>Objective 1</i> Produce two radio PSA's in Spanish by 7/31/99.</p> <p><i>Objective 2</i> Produce script for two Spanish TV PSA's by 7/31/99.</p> <p><i>Objective 3</i> By 7/15/99, write and distribute press release in English and Spanish to announce WIC lead test incentive project.</p>	<p>Hold up to 4 two hour meetings to develop two scripts for novela-style Spanish radio PSA's and two Spanish TV PSA's.</p> <p>As above</p> <p>Write and distribute press release to local print, radio and TV media in English and Spanish</p>	<p>WIC , CLPP, G & O, CHDP staff, F N S Media Consultant, Teresa Morales to facilitate meetings</p> <p>As above</p> <p>FNS WIC staff and Translation Services</p>	<p>complete scripts by 7/31/99</p> <p>As above</p> <p>by 7/15/99</p>	<p>review number of phone calls received (referrals from PSA)</p> <p>As above</p> <p>assess date of press release distribution and review press coverage</p>

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 \$14,000** as detailed below. CONTRACTOR will invoice on the form and in the manner required by COUNTY.

2. BUDGET DETAIL

A. Personnel

	<u>Hourly Rate Range</u>	
Various staffing @ rates shown below		\$ 2,000
Nutrition Asst I	7.65 - 10.56	
Nutrition Asst II	9.19 - 12.73	
Nutrition Asst III	11.07 - 15.37	
Registered Dietician	15.61 - 21.42	
Program Director/RD	24.62 - 26.00	
Account Data/Clerk	16.39 - 18.97	
Subtotal Personnel		2,000
Fringe Benefits @ 12%		240
SUBTOTAL Personnel		\$ 2,240

B. Operating Expenses

Supplies, Materials, Photocoping , Office Exp	500
Health Education Materials, Client Incentives (e.g., T-shirts, tote bags, mini back-packs, dutch ovens, or items)	7,722
Lead Test Kits	870
Media Consultant @\$50/hour	750
SUBTOTAL Operating Expenses	\$ 9,842

C. Overhead and Administrative Allowance 1,918

TOTAL BUDGET **\$ 14,000**

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, delete or modify line items, use alternative staffing and per hour rates as long as the total amount of the contract is not exceeded. A formal contract amendment is not required to accomplish these adjustments.