



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ 121

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

July 20, 1999

AGENDA: August 24, 1999

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: APPROVE AGREEMENT WITH THE HIV EDUCATION AND
PREVENTION PROJECT

Dear Board Members:

The Health Services Agency requests approval of the attached \$68,761 agreement with the HIV Education and Prevention Project to support a variety of outreach, education and prevention activities targeted at injection drug users (IDU). This agreement is fully State funded via the AIDS Master Grant Agreement. The HIV Education and Prevention Project is a new, local non-profit organization. Its staff and volunteers have been actively involved in the State funded IDU outreach program conducted by the Harm Reduction Coalition (HRC) for the last three years in Santa Cruz County. HRC acted as the parent organization for these local efforts, providing technical advice and fiscal services until the local project was strong enough to operate on its own as a separate non-profit organization.

The HIV Education and Prevention Project will provide outreach services in coordination with other local AIDS organizations, train peer educators and volunteers, and develop HIV education materials and distribute them at various sites throughout the county. It will also provide referrals to drug treatment, HIV testing, and other health services.

No contract funds will be used to support or operate a needle exchange program. As your Board is aware, such exchange programs are illegal under current State law, but there are indications that the legal environment may be changing. The State Assembly recently passed AB 518 (Mazzoni) which would permit needle exchange projects (NEP) to operate with the approval of local government, in consultation with the State Department of Health Services and as part of a network of community services. Under this legislation, providers and users of a local NEP would not be subject to criminal prosecution for providing or possessing needles or syringes during participation in an exchange project. The legislation is now being considered by the State Senate. HSA will report to your Board on any significant legislative developments that would affect local programs.

The HIV Education and Prevention Project is the education and prevention arm of the local NEP. Funds received by the organization under this proposed agreement go entirely to fund education and prevention and are not utilized to fund NEP activities. HSA staff have reviewed the policies and practices which will guide the recruitment, selection, supervision and activities of volunteers who will work in this program. We are satisfied with the scope of the policies and practices, and will work closely with the Project as they commence service provision.

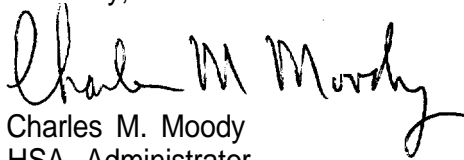
This agreement is funded by the State AIDS Master Grant Agreement (MGA), which also supports HIV education and prevention agreements with Salud Para La Gente and the Santa Cruz AIDS Projects (SCAP). The SCAP and Salud contracts are included on the 1999-00 Continuing Agreements List approved by your Board during budget hearings. These agreements do not require separate approval as there are no major changes in content or amount from last years contracts.

As in previous years, HSA is requesting authority to execute amendments to the three MGA education and prevention contracts as needed to reflect minor program changes or funding adjustments of up to 10% of the original contract amount. Such changes and adjustments, which are permitted by the Master Grant Agreement, may be necessary because of revised local funding priorities or to accommodate State revisions. These service agreements are not County funded, and any changes would be within State funding limits. HSA will return to your Board if there are substantive service changes, changes in contract amounts greater than 10%, or if new contractors are utilized.

It is, therefore, RECOMMENDED that your Board:

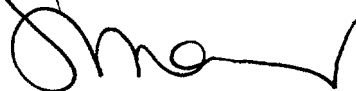
1. Approve the attached \$68,761 agreement, effective July 1, 1999, with the HIV Education and Prevention Project and authorize the HSA Administrator to sign the agreement; and
2. Authorize the HSA Administrator to execute amendments as needed to the State funded Education and Prevention agreements with the Santa Cruz AIDS Project, Salud Para La Gente, and the HIV Education and Prevention Project to reflect minor service changes or make funding adjustments of up to 10% of the original contract amount.

Sincerely,



Charles M. Moody
HSA Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel

HSA Administration
HIV Education and Prevention Project

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

00123

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

FROM: HEALTH SERVICES AGENCY (Dept.)
C Moody (Signature) 8/4/99 (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)
HIV EDUCATION AND PREVENTION PROJECT
and PO Box 661, Santa Cruz, CA 95061 (Name & Address)

2. The agreement will provide various HIV education and prevention services funded by the State AIDS Master Grant Agreement.

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

4. Period of the agreement is from July 1, 1999 to June 30, 2000

5. Anticipated cost is \$ 68,761.00 ~~XXXXXXXXXXXXXXXXXXXX~~; Not to exceed

6. Remarks:

7. Appropriations are budgeted in 362700 (Index#) 3665 (Subject)

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

Appropriations are available and have been encumbered. Contract No. CO 91914 Date 8/5/99
are not available and will be encumbered.

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: ag (Analyst) By [Signature] County Administrative Officer Date 8/6/99

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.

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 _____ 19 _____
By _____ Deputy Clerk

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number:
Account: 362700
Subobject: 3665
Amount: \$68,761

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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 HIV Education and Prevention 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, C-I	Contractor Information and Scope of Work
D, D-I	Fiscal and Payment Provisions and Program Budget
E, E-i, E-2	Miscellaneous Additional Provisions

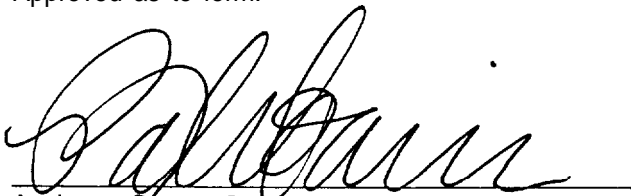
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

CONTRACTOR:

COUNTY OF SANTA CRUZ:

Name: <i>Heather Meschery</i>	Name: Charles M. Moody
Title: <i>Executive Director</i>	Title: Health Services Agency Administrator
Signature: <i>Heather Meschery</i>	Signature:
Date: <i>July 14, 1999</i>	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 June 30, 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 Contractors 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. Workers 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 (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

EXHIBIT A - STANDARD COUNTY PROVISIONS

00128

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

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY and shall be submitted to COUNTY's Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior-to the ordinary term of the Agreement.
6. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who 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-1 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.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C - SCOPE OF WORK

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1. CONTRACTOR INFORMATION.

Name: HIV Education and Prevention Project
Address: P.O. Box 661
Santa Cruz, CA 95061
Telephone:
Tax ID Number: 77-0386490
Contact:

2. DUTIES OR SERVICES PROVIDED. CONTRACTOR agrees to provide HIV education and prevention services as described in the attached Scope of Work (Exhibit C-I), which by this reference is made part of this agreement. All work performed under this agreement shall be accomplished in accordance with the 1999-00 State Master Grant Agreement (State contract #99-85115) and related Education and Prevention Memorandum of Understanding (MOU), which by this reference are made part of this agreement.

3. NEEDLE EXCHANGE PROGRAM CERTIFICATION. CONTRACTOR certifies that it will not utilize funds from this agreement to operate or fund a needle exchange program.

HIV Prevention Program for IDU's

SCOPE OF WORK: Community Collaboration

July 1, 1999- June 30, 2000

Contract Number:

MOU Number:

GOALS/OBJECTIVES:

GOAL #1:

Enhance local HIV prevention programming through collaboration with the HIV/AIDS services community.

OBJECTIVES:

1a. By 6/30/00, attend and participate in a minimum of 4 full HIV Services Consortium meetings annually, as a member.

1 b. By 6/30/00, attend and participate in a minimum of 6-8 Planning and Evaluation Committee meetings annually.

1c. By 6/30/00, collaborate with other HIV prevention agencies during outreach and other related HIV prevention programming activities and trainings.

ACTIVITIES:

- Attend Consortium meetings
- Participate in decision-making and related tasks at Consortium meetings
- Attend Consortium meetings
- Participate in decision-making and related tasks at Consortium meetings
- Participate in outreach activities in collaboration with other HIV prevention programs
- Participate in planning and implementing HIV prevention-related trainings in collaboration with other agencies
- Collaborate on programming with HIV prevention-related providers

EVALUATION:

The HIV Services Consortium roster will be checked for participation in meetings to evaluate the objective.

The Planning and Evaluation Committee roster will be checked to evaluate the objective.

Minutes from meetings, documentation of collaborative outreach and agendas from trainings will be kept on file.

HIV Prevention Program for IDU's

SCOPE OF WORK: IDU General

July 1, 1999- June 30, 2000

Contract Number:

MOU Number:

GOALS/OBJECTIVES:

GOAL #1:

To increase knowledge about HIV transmission and AIDS and develop skills to prevent HIV.

OBJECTIVES:

1a. By 6/30/00, make 2,000 educational contacts with IDUs and their sex partners to provide education on HIV prevention and referrals to treatment, HIV testing and other health services.

1 b. By 6/30/00, provide education and prevention services, safer sex and written educational materials to a minimum of 1,000 contacts at or near outreach sites.

1c. By 6/30/00, 100% of IDUs will receive educational printed materials and community resources that specifically address the needs of each subculture.

ACTIVITIES:

- Volunteers will be recruited and trained (3 trainings per year) and receive on-going supervision by Program Administrator
- HPPIDU staff members and volunteers will provide HIV education, referrals and advocacy at a minimum of 12 outreach sites in North and South County
- Outreach sites: Drop-In-Center, Watsonville, Boulder Creek, River Street Shelter
- Trained volunteers will work with participants and discuss HIV prevention and risk reduction
- Volunteers will provide participants with appropriate educational literature
- incentives will be provided to participants to develop culturally relevant HIV outreach materials on an on-going basis
- There will be an additional volunteer at each outreach site who will be available to distribute outreach materials
- When possible, all outreach materials will be printed in both English and Spanish

EVALUATION:

Staff members and volunteers will maintain contact logs which will include demographics, intensive educational contacts, public health/social service referrals and the distribution of HIV education and prevention literature.

Logs will be kept of participants reached and material provided to them.

- Executive Director will facilitate this process to ensure that focus groups occur and that literature is produced and distributed
- logs will be kept to track literature distribution.

HIV Prevention Program for IDU's

SCOPE OF WORK: MSM IDU

July 1, 1999- June 30, 2000

Contract Number:

MOU Number:

GOALS/OBJECTIVES:

GOAL #1:

Develop and HIV prevention intervention for **MSM/IDU** in Santa Cruz County

OBJECTIVES:

la. By 12/31/99, recruit and train two peer educators who identify with the **MSM/IDU** population.

lb. By 6/30/00, a needs assessment will be conducted in order to develop appropriate prevention programming for **MSM/IDU**.

lc. By 6/30/00, an **MSM/IDU** peer education program will be developed.

ACTIVITIES:

- Identify appropriate volunteers
- Train peer educators and provide on-going supervision **and support**.
- Provide stipends to peer educators to develop and implement program.
- ED and peer educators will develop and conduct one focus group for **MSM/IDUs**.
- Peer educators will informally gather information during outreach.
- Data gathered from the focus group and outreach will be used to develop programming
- Incentives will be provided to participants during the needs assessments.
- Based on needs assessment information a scope of work will be outlined.
- Continue to work with peer educators.
- Develop and evaluate a method to measure efficacy of this **MSM/IDU** program.
- Outreach materials specific to **MSM/IDU** will be developed.

EVALUATION:

Documentation will be kept on training and supervision of peer educators.

Minutes will be taken at the formal focus group and information gathered during outreach will be documented by peer educators and Executive Director.

Documentation of Scope of Work will be kept on file and used during the next two fiscal years.

HIV Prevention Program for IDU's
SCOPE OF WORK: Heterosexual Contact: Sex Workers
July 1, 1999- June 30, 2000
Contract Number:
MOU Number:

GOALS/OBJECTIVES:

GOAL #1:

To increase knowledge about HIV transmission/ AIDS and develop risk reduction skills to prevent HIV.

OBJECTIVES:

la. By 6/30/00, 250 sex worker contacts will be made through outreach.

1 b. By 6/30/00, provide education and prevention services, safer sex/ safer injection educational materials to a minimum of 250 contacts during outreach.

lc. By 6/30/00, 50 sex workers will move up two intervals on the behavioral/skill interval scale.

ACTIVITIES:

- staff will work with volunteers to identify and contact sex workers
- staff will train volunteers to provide appropriate interventions at various sites throughout Santa Cruz
- Develop outreach materials specific to sex workers, including safer sex/safer injecting supplies and referral listings to testing and medical/social services
- Develop behavioral/skill interval scale
- Train staff and volunteers to use the instrument with sex workers
- Administer scale to sex workers

EVALUATION:

Contact logs will be maintained on number of sex workers reached.

Documentation of materials provided during outreach will be kept through the use of logs.

Review evaluation tool and document changes in behaviors/skills.

1. COMPENSATION. In consideration for CONTRACTOR providing services described in Exhibit C -1 (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$68,761 .00** as detailed in the attached Program Budget (Exhibit D-I), which by this reference is made part of this agreement. Total contract amount is based on and limited to the availability of funding via the State Master Grant Agreement. If Master Grant Agreement funding is reduced or eliminated, the amount available for services provided under this agreement will likewise be reduced or eliminated. No COUNTY funds will be used to fund services under this agreement.
2. MONTHLY PAYMENT. CONTRACTOR may elect to receive compensation advanced in monthly installments of **1/12th** of the maximum contract amount as shown in Paragraph D(1) above, CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. Payment may be less than the above **1/12th** amounts if there is a cash carry-over from the prior month which indicates that CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the **1/12th** monthly allocation, upon COUNTY approval. Any unused funds exceeding the carry-over base shall be offset against the next months advance. No single monthly payment shall exceed **1/12th** of the Maximum Allocation unless there have been payments of less than **1/12th** of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed **1/12th** of the Maximum Allocation. Justification to COUNTY shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs.
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 or add/delete line items as long as the total amount of the contract is not exceeded.

06/24/99

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HIV PREVENTION PROJECT FOR INJECTION DRUG USERS
(HPPIDU)

HIV PREVENTION AND EDUCATION BUDGET

July 1, 1999 - June 30, 2000

Contractor Number:

MOU Number:

A. <u>Personnel</u>	<u>Annual Salary</u>	<u>Percent of Time</u>	<u>Amount</u>
Executive Director	\$48,459	46%	\$22,500
Program Administrator	32,708	44%	\$14,232
Outreach Worker	6,240	100%	
\$6,240			
Subtotal Salaries:			\$42,972
Benefits @ approx. 1 1% of Personnel:			\$4,727
Total Personnel Expenses			\$47, 699
 B. Indirect Expenses @ approx. 10% of Total Personnel			
Expenses			\$ 4,770
 C. Operating Expenses and Equipment (OE&E)			
1. General Expense			\$16,292
2. Travel			
Subtotal O E& E			\$16,292
 TOTAL BUDGET:			 \$68,761

1. FISCAL/PROGRAMMATIC REPORTS. CONTRACTOR shall submit written quarterly program progress reports of operations, using the "Fiscal/Programmatic Performance Report Form" (Exhibit E-i) which by this reference is made part of this agreement. Quarterly reports are due within fifteen (15) days after the end of the quarter. If such reports are not submitted in a timely manner, payment of claims may be withheld. CONTRACTOR further agrees to provide any additional program progress or other reports in the format and according to the reporting due dates that may be required by the State or federal government.
2. ANNUAL COST REPORT. For each fiscal year or portion thereof that this agreement is in effect, CONTRACTOR shall provide COUNTY with copies of an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Health Services and in accordance with any other written guidelines that may be provided by COUNTY. If this agreement is terminated or cancelled prior to the close of the fiscal year, the annual cost report shall be for that agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
3. EVALUATION PLAN. CONTRACTOR will submit to COUNTY by September 30, 1999 an evaluation plan for each reimbursed service provided under this agreement. The Evaluation Plan must meet requirements established by the State Office of AIDS. If the State Office of AIDS does not require a specific Evaluation Plan format and Plan submission date, the local HIV Services Consortium or COUNTY may establish the format and Plan submission date. The Evaluation Plan may include, but not be limited to, such elements as site visits to interview CONTRACTOR's staff or to review records, cost benefit analysis, or various client satisfaction measures.
4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. CONTRACTOR shall sign the attached "Certification Regarding Environmental Tobacco Smoke," (Exhibit E-2, which by this reference is made part of this agreement and return the signed Certification to COUNTY by July 15, 1999.

SANTA CRUZ COUNTY HIV CARE CONSORTIUM

Fiscal/Programmatic Performance Report

Agency _____

Reporting Period Beginning _____ Ending _____

Program Name _____

Total Granted Title II Funds: _____
 Title II Funds Expended This Period: _____
 Title II Funds Previously Expended: _____
 Balance Title II Funds: _____
 (as of) _____

Total Granted HOPWA Funds: _____
 HOPWA Funds Expended This Period: _____
 HOPWA Funds Previously Expended: _____
 Balance HOPWA Funds: _____
 (as of) _____

Clients Projected to be Served This Year	Men _____	Women: _____	Children: _____	Whites _____	Latinos _____	AA's* _____	NA's* _____	API's* _____	Other _____
New clients Served This Reporting Period	Men _____	Women _____	Children: _____	Whites _____	Latinos _____	AA's _____	NA's _____	API's _____	Other _____
Clients Discontinuously Reported This Year	Men _____	Women _____	Children: _____	Whites _____	Latinos _____	AA's _____	NA's _____	API's _____	Other _____
Clients Served (10/1/01)	Men _____	Women _____	Children: _____	Whites _____	Latinos _____	AA's _____	NA's _____	API's _____	Other _____

(date)

Client Health: 1 _____
 2 _____
 3 _____
 4 _____
 5 _____

Other Problems and/or Brief Narrative Report _____

EXHIBIT E-1

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 101-227, also known as the Pro-Children Act of 1984 (PACA), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residential portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of available Federal funds is Medicare or Medicaid; or facilities where NIO coupons are retained. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

In signing this certification, the offeror/contractor (for non-grants) or grantee (for grants) certifies that the facility will comply with the requirements of the law which prohibit smoking within any portion of a facility used for the provision of services for children under the age of 18.

The submitting organization agrees that it will require that the language of this certification be included in any contracts which contain provisions for children's services and that all contracts shall comply accordingly.

BY _____
TITLE _____
FACILITY NUMBER _____
DATE _____