



HEALTH SERVICES AGENCY
ADMINISTRATION

0083

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

March 7, 2000

AGENDA: March 21, 2000

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

RE: ACCEPT FUNDS FOR AN HIV PREVENTION PROJECT

Dear Board Members:

The Health Services Agency has been awarded \$341,667 in State funds to develop and implement a youth HIV prevention drop-in center in the Watsonville area. The funding covers the period March 1, 2000 through June 30, 2001. Attached is a resolution accepting and appropriating \$96,667 for this fiscal year. The balance of the funding award will be included in HSA's 2000-01 budget request. HSA is also requesting authorization to sign the related State revenue agreement when received, as well as the attached service agreements with the Santa Cruz AIDS Project and the HIV Education and Prevention Project.

On February 8, your Board approved the multi-year funding application to the State Office of AIDS to plan, develop, and implement the drop-in center. The drop-in center is a collaborative effort involving HSA, the Santa Cruz AIDS Project (SCAP), and the HIV Education and Prevention Project. The drop-in center will be located in Watsonville and will focus primarily on at-risk youth. Services to be offered include community-based outreach, harm reduction counseling, risk reduction workshops, HIV testing, prevention case management for HIV positive or high-risk youth, and Medi-Cal outreach and eligibility assistance services.

The \$96,667 award will be used this year as follows:

- **Health Services Agency (\$18,857):** HSA will be the fiscal and administrative agent for the project. Staff from HSA's Homeless Persons Health Project and the HIV Prevention Program will participate in planning drop-in center activities, develop educational materials and programming, work with community groups and organizations to develop strategies for reaching high-risk youth, and coordinate project activities. HSA will also develop working relationships with leaders of key organizations in the Watsonville area, including law enforcement, City Council, schools, and businesses.
- **Santa Cruz AIDS Project (\$44,710):** SCAP will be responsible for locating, leasing, and preparing the drop-in center site in Watsonville. It will also recruit and hire staff and



volunteers for the center, as well as participate in project planning, program development, and creation of project resource materials. The proposed drop-in center project agreement with SCAP is attached.

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- **HIV Education and Prevention Project (\$33,100):** the HIV Education and Prevention will work with local youth organizations, community groups, and neighborhood associations concerning the drop-in center. It will also hire and train drop-in center volunteers and coordinate with the other project participants to plan and carry out project activities. The proposed drop-in center project agreement is attached.

The State will distribute this funding award via an amendment to the AIDS Master Agreement, which funds a variety of HIV education, prevention, and outreach services. The amendment will also include a Memorandum of Understanding to cover administrative and program details for the drop-in center project. HSA is requesting authorization to sign the amendment and the related Memorandum of Understanding when they are received.

It is therefore RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating \$96,667 in unanticipated revenue for the HIV drop-in center project; and
2. Authorize the Health Services Agency Administrator to sign the related amendment to the State AIDS Master Agreement and the Memorandum of Understanding for the drop-in center project.
3. Approve the attached contracts with the Santa Cruz AIDS Project (\$44,710) and the HIV Education and Prevention Project (\$33,100) each effective March 1, 2000, and authorize the Health Services Agency Administrator to sign the contracts.

Sincerely,



Rama Khalsa, Ph.D., HSA Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
Santa Cruz AIDS Project
HIV Education and Prevention Project

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

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State
Office of AIDS for AIDS Program program; and

WHEREAS, the County is recipient of funds in the amount of \$ 96,667
which are either in excess of **those anticipated** or are not specifically set
forth in the current fiscal year budget of the County; and

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

NOW, THEREFORE, BE IT RESOLVED **AND ORDERED** that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 96.667 into

Department Health Services Agency

T/C	Index Number	Revenue Subject Number	Account Name	Amount
001	362700	0666	ST AID - AIDS HEALTH ED	96,667

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

T/C	Index Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
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-- SEE ATTACHED SHEET --

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

By Ramathalsajag
Department Head

Date 3/7/00



COUNTY ADMINISTRATIVE OFFICER

Recommended to Board ⁰⁰⁸⁶

Not Recommended to Board

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

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: -SUPERVISORS

CHAIR OF THE BOARD

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Ralu Garcia
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Ronald J. Aiken 3/9/2000
Auditor-Controller

Distribution:

- Auditor-Controller
- County Council
- County Administrative Officer
- Originating Department

HEALTH SERVICES AGENCY
AUD-60 ATTACHMENT
AIDS PROGRAM

FISCAL YEAR 1999/2000

ESTIMATED REVENUES:

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	362700	0666	ST AID - AIDS HEALTH Ed	\$ 96,667
Total				\$ <u>96,667</u>

APPROPRIATIONS:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	362800	3493		OFFICE EXP	6,694
021	362800	3665		PROF SRVCES	79,410
021	362800	3975		MISC	874
021	362800	4168		TRAVEL	954
021	362950	3100		REGULAR PAY	7,730
021	362950	3150		FICA	503
021	362950	3155		PERS	502
Total					\$ <u>96,667</u>

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY

GRAY DAVIS, Governor

DEPARTMENT OF HEALTH SERVICES

714/744 P STREET
P.O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 323-4314



0088

February 4, 2000

Ms. Pat Ellerby
Senior Health Services Manager
Santa Cruz County Health Services Agency
1070 Emeline Avenue
Santa Cruz, CA 95061

Dear Ms. Ellerby:

The Department of Health Services, Office of AIDS (OA) has reviewed the proposals submitted by Local Health Departments in response to the High Risk Initiative Request for Application # 99-4492.

The OA is pleased to announce that your proposal for the Youth category has been approved for funding. The amount that will be awarded to your agency for the period of March 1, 2000 to June 30, 2000 is \$81,667. The amount that will be awarded to your agency for fiscal year 2000/2001 is \$245,000. A program consultant from our office will be contacting your agency immediately to negotiate any adjustments to the Scope of Work and Budget. Your Master Agreement amendment and new Memorandum of Understanding will be forwarded to you under separate cover with instructions for completion.

If you have any questions, please contact Chris Nelson at (916) 324-6782.

Harold Rasmussen, Chief
HIV Education and Prevention
Services Branch
Office of AIDS

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY

GRAY DAVIS, Governor

DEPARTMENT OF HEALTH SERVICES

714/744 P STREET
P.O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 323-4314



0089

February 16, 2000

Ms. Pat Ellerby
Senior Health Services Manager
Santa Cruz County Health Services Agency
1070 Emeline Avenue
Santa Cruz, CA 95061

Dear Ms. Ellerby:

The Department of Health Services, Office of AIDS has revised the amount awarded to your agency under the Youth category of the High Risk Initiative Request for Application No. 99-4492. An additional \$15,000 will be awarded for the period of March 1, 2000 to June 30, 2000, making the total \$96,667. The additional funds will be used to provide technical assistance to the Office of AIDS and other local health departments that receive funding for the Youth Drop In Center program.

If you have any questions, please contact your program consultant for this project, Chris Nelson, at (916) 324-6782.

Sincerely,

A handwritten signature in black ink, appearing to read "Miren Klein".

Miren Klein, Chief
HIV Counseling, Testing, and Training Section
Office of AIDS

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: HEALTH SERVICES AGENCY (Dept.)
Signature: [Handwritten Signature] (Date) 3/8/00

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 Santa Cruz AIDS Project, PO Box 557, Santa Cruz, CA 95061-0557 (Name & Address)

2. The agreement will provide various education and prevention activities in connection with the
development and operation of an HIV drop-in center in Watsonville.

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

4. Period of the agreement is from March 1, 2300 to June 30, 2033

5. Anticipated cost is \$ 44,710 (Fixed amount, Monthly rate; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 352700 (Index#) 3565 (Subject)

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

Appropriations are available and have been encumbered. * Contract N o. 092057 Date 3/9/2000
GARY A. KNUTSON, Auditor - Controller
BY Ronald A. 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: EG (Analyst) By [Signature] County Administrative Officer er Date 3/10/00

Agreement approved as to form. Date

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

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number:
 Account: **362700**
 Subobject: **3665**
 Amount: **\$44.710**

THIS CONTRACT is entered into this **1st** day of March, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and Santa Cruz AIDS 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

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: Rama Khalsa, Ph.D.
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 March 1, 2000 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 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.

EXHIBIT A - STANDARD COUNTY PROVISIONS

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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.

8. 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:



EXHIBIT A - STANDARD COUNTY PROVISIONS

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- 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.



EXHIBIT A - STANDARD COUNTY PROVISIONS

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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.~~ r i g h t t o t e r m i n a t e 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-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 propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501 (c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES. BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.
16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR's employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

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

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

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

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

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

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

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

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

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

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



EXHIBIT C - SCOPE OF WORK

0100

1. CONTRACTOR INFORMATION.

Name: Santa Cruz AIDS Project
Address: P.O. Box 557
Santa Cruz, CA 95061-0557
Telephone: 427-3900
Contact:
Tax ID Number: 77-0129193

2. DUTIES OR SERVICES PROVIDED. CONTRACTOR agrees to conduct various activities in connection with the development and operation of a drop-in center 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 Memorandum of Understanding (MOU), which by this reference are made part of this agreement.

3. APPROVAL OF MATERIALS AND PERMISSION TO USE AND DISTRIBUTE. CONTRACTOR shall obtain prior COUNTY approval of any literature, publications, brochures, pamphlets, or other educational, informational, or instructional materials in any format to be used in connection with activities conducted under this agreement. CONTRACTOR shall further obtain prior COUNTY permission to distribute, use, or otherwise make available such materials.

SANTA CRUZ AIDS PROJECT

SCOPE OF WORK March 1, 2000- June 30, 2000

Goal Statement #1:

Create a Drop-In Center in Watsonville through the collaborative efforts of HIV prevention service providers and Homeless Persons Health Project.

Measurable Objective #1:

By 6-30-00, secure and prepare facility that will be used for the Drop-In Center.

<u>Rev Activities:</u>	<u>Timeline</u>
1. Look for site/location.	Qtrs. 4
2. Secure lease.	Qtrs. 4
3. Prepare plan for remodel as necessary.	Qtrs. 4
4. Secure contractor for remodel.	Qtrs. 4
5. Remodel.	Qtrs. 4
6. Purchase/receive donations for center; i.e. washer/dryer, daybed, computer, kitchen supplies, furniture, etc.	Qtrs. 4

Evaluation: Documents will be maintained on the lease, remodel plans, contractor hired, and all donations and/or purchases for the Drop-In Center.

Measurable Objective #2:

By 6-30-00, plan and develop Drop-In Center programming.

<u>Key Activities:</u>	<u>Timeline</u>
1. Research appropriate HIV prevention programming for youth.	Qtrs. 4
2. Create/plan curricula and projects to be implemented during youth hours.	Qtrs. 4
3. Coordinate programming with other agencies to be provided at Drop in Center.	Qtrs. 4
4. Develop resources binder for referrals.	Qtrs. 4

Evaluation: All curricula developed will be maintained on file. All notes from coordination meetings will be kept on file.

Measurable Objective #3:

By 6-30-00, recruit, hire, and train Drop-In Center Staff and volunteers.

<u>Key Activities:</u>	<u>Timeline</u>
1. Advertise positions throughout the community.	Qtrs. 4
2. Hire staff.	Qtrs. 4
3. Provide training to new staff on program development, leadership, computer skills & report writing.	Qtrs. 4
4. Recruit and train volunteers.	Qtrs. 4

Evaluation: Maintain all advertisements on file; all personnel files, and all training curricula for both staff and volunteers.

Measurable Objective #4:

By 6-30-00, conduct on-going meetings to support collaborative efforts of the Drop-In Center.

<u>Key Activities:</u>	<u>Timeline</u>
1. Arrange and conduct monthly meetings with collaborative partners on the start-up of the Drop-In Center.	Qtrs. 4

Evaluation: Agendas and minutes from meetings will be kept on file.

Measurable Objective #5:

By 6-30-00, plan, develop and implement 1-2 technical assistance trainings for State-funded drop-in centers.

Evaluation: Sign-in sheets and training evaluations will be kept on file.

EXHIBIT D - FISCAL AND PAYMENT PROVISIONS

0103

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 \$44,710.00** 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.

SCAP BUDGET**Term: March 1, 2000 to June 30, 2000****A. Personnel**

	Salary	Percent of Time	SOA Amount Requested
Drop-In Center Coord.	\$25,000	75%	\$ 6,250
Outreach Worker	\$22,000	18.75%	\$ 1,375
Harm Reduction Svs Team Leader	\$33,000	25%	
Subtotal Salaries			\$ 7,625
Benefits @ 21%			\$ 1,601
<u>Total Personnel Expenses</u>			\$ 9,226

B. Operating Expenses

General Expense	\$ 8,000
Travel/per diem	\$ 600
Facilities Operations	\$ 18,000
<u>Total Operating Expenses</u>	\$26,600

C. Capital Expenditures

-0-

D. Other Costs

Technical Assistance	\$7,500
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E. Indirect Expenses @ 15%

\$ 1,384

Total Budget

\$44,710

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0105

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

FROM: HEALTH SERVICES AGENCY (Dept.)
Rama Khalsa (ca) (Signature) 3/8/00 (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 HIV Education and Prevention Project, PO Box 561, Santa Cruz, CA 95051 (Name & Address)
- The agreement will provide various education and prevention activities in connection with the development and operation of an HIV drop-in center in Watsonville.
- The agreement is needed to provide for the above services.
- Period of the agreement is from March 1, 2030 to June 30, 2000
- Anticipated cost is \$ 33,100 ~~(Fixed amount)~~ ~~(Monthly rate)~~ Not to exceed
- Remarks: _____
- Appropriations are budgeted in 352733 (Index #) 3555 (Subject)

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

Appropriations are available and will be encumbered. Contract No. W 92058 Date 3/9/2000
SUBJECT TO APPROVAL OF AUD-60
GARY A. KNUTSON, Auditor - Controller
BY Ronell J. Nelson Deputy

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

Remarks: ES (Analyst) BY Gh Saha Date 3/9/00
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conory
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.
ADM - 29 (6/95)

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

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number:
Account: 362700
Subobject: 3665
Amount: \$33,100

0106

THIS CONTRACT is entered into this 1st day of March, 2000, 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

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: Rama Khalsa, Ph.D.
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

0107

1. TERM. The term of this contract shall be from March 1, 2000 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 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.

EXHIBIT A - STANDARD COUNTY PROVISIONS

0108

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.

EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

0111

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-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 off ice.
11. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501 (c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.
16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR's employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

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

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

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

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

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

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

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



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

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

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



1. CONTRACTOR INFORMATION.

Name: 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 conduct various activities in connection with the development and operation of a drop-in center 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 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.

4. APPROVAL OF MATERIALS AND PERMISSION TO USE AND DISTRIBUTE. CONTRACTOR shall obtain prior COUNTY approval of any literature, publications, brochures, pamphlets, or other educational, informational, or instructional materials in any format to be used in connection with activities conducted under this agreement. CONTRACTOR shall further obtain prior COUNTY permission to distribute, use, or otherwise make available such materials.

HPPIDU

SCOPE OF WORK March 1, 2000- June 30, 2000

Measurable Objective #1:

By 6-30-00, relationships will be developed with key Watsonville leaders and community organizations in order to develop a Drop-In Center.

<u>Key Activities:</u>	<u>Timeline</u>
1. Contact key leaders of the Watsonville community; i.e., City Council, law enforcement, business organizations, schools, local youth organizations and neighborhood associations.	Qtrs. 4
2. Arrange meetings with the above groups and present/explain Drop-In Center to gain support.	Qtrs. 4
3. Work with knowledgeable community members to develop strategy on working with gang issues.	Qtrs. 4

Evaluation: All notes and agendas from meetings will be maintained on file. Strategic plans on dealing with gang issues will be kept on file.

Measurable Objective #2:

By 6-30-00, locate and visit appropriate agencies that can provide technical assistance on program development for homeless and street youth.

<u>Key Activities:</u>	<u>Timeline</u>
1. Research similar services for homeless, street youth.	Qtrs. 4
2. Arrange for a visit of sites, such as Larkin Street Youth Center in San Francisco.	Qtrs. 4
3. Visit various sites and interview staff on programming.	Qtrs. 4
4. Locate technical assistance on working with gangs.	
5. Provide training to staff & volunteers on gang-related issues.	

Evaluation: Maintain all records and notes on visits to sites and any individuals who provide technical support to the development of the Drop-In Center.

Measurable Objective #3:

By 6-30-00, plan and develop Drop-In Center programming.

<u>Key Activities:</u>	<u>Timeline</u>
1. Research appropriate HIV prevention programming for youth.	Qtrs. 4
2. Create/plan curricula and projects to be implemented during youth hours.	Q t r s . 4
3. Coordinate programming with other agencies to be provided	

- at Drop in Center. Qtrs. 4
4. Develop resources binder for referrals. Qtrs. 4

Evaluation: All curricula developed will be maintained on file. All notes from coordination meetings will be kept on file.

Measurable Objective #4:

By 6-30-00, recruit, hire, and train Drop-In Center Staff and volunteers.

Key Activities:	Timeline
1. Advertise positions throughout the community.	Qtrs. 4
2. Hire staff.	Qtrs. 4
3. Provide training to new staff on program development, leadership, computer skills & report writing.	Qtrs. 4
4. Recruit and train volunteers.	Qtrs. 4

Evaluation: Maintain all advertisements on file; all personnel files, and all training curricula for both staff and volunteers.

Measurable Objective #5:

By 6-30-00, conduct on-going meetings to support collaborative efforts of the Drop-In Center.

Key Activities:	Timeline
1. Arrange and conduct monthly meetings with collaborative partners on the start-up of the Drop-In Center.	Qtrs. 4

Evaluation: Agendas and minutes from meetings will be kept on file.

Measurable Objective #6:

By 6-30-00, plan and develop 1-2 technical assistance trainings for State-funded drop-in centers.

Evaluation: Needs assessment information and agenda will be kept on file.

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 \$33,100.00** 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.

EXHIBIT D-1

Contractor: County of Santa Cruz
 Contact: 99-86115
 MOU Number: E&P 99-44

REVISED
HIV PREVENTION PROJECT FOR INJECTION DRUG USERS

Term: March 1, 2000 -June 30, 2000

A. Personnel	Salary	Percent of Time	SOA Amount Requested
Executive Director.	\$48,459	25%	\$ 1,615
Youth Program Coord.	\$25,000	100%	\$ 8,332
Program Administrator	\$32,708	10%	\$ 1,090
Subtotal Salaries			\$ 9,947
Benefits @ 25%			\$ 2,487
<u>Total Personnel Expenses</u>			\$12,434
 B. Operating Expenses			
General Expense			\$ 4,500
Travel/per diem			\$ 400
Facilities Operations			\$ 8,000
<u>Total Operating Expenses</u>			\$12,900
 C. Capital Expenditures			-0-
 D. Other Costs			
Technical Assistance			\$5,900
 E. Indirect Expenses @ 15%			\$1,866
 Total Budget			\$33,100