



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

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

May 23, 2000

AGENDA: June 6, 2000

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

SUBJECT: ACCEPT GRANT FUNDING TO DEVELOP A REPRODUCTIVE HEALTH
WEBSITE FOR YOUNG MALES

Dear Board Members:

The Health Services Agency has been notified that it has been awarded \$99,477 in grant funding over two years to develop a reproductive health website targeted at young, high-risk males. Attached are the award notification letter from the California Telehealth and Telemedicine Center (CTTC) and the related grant revenue agreement

On March 14, 2000, your Board approved the grant proposal for a Teen Telehealth Project and authorized its submission to CTTC. The Project will provide young males with increased access to reproductive health information and local community resources via an internet website. The internet is an ideal way to reach young men; not only can the website be tailored towards young males, but youth can anonymously seek answers to potentially embarrassing questions. The website will also include a local resource guide to help youth find and utilize services such as clinics, HIV testing, legal services, and job listings. The "Teen Telehealth Project" will expand and enhance HSA's Male Involvement Program (MIP), a teen outreach program that provides family planning counseling and education to high-risk males.

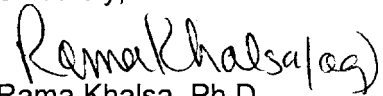
HSA will receive \$99,477 over two years to fund a part-time Health Educator to serve as project director. Funding is also provided for related educational materials, equipment, and other services and supplies. Revenue and appropriations for the first year of the project will be included in HSA's Supplemental Budget request, along with the request for the new part-time position.

It is therefore RECOMMENDED that your Board:

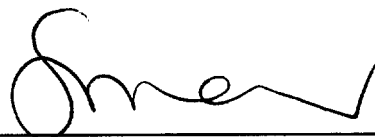
0182

1. Accept the grant award from the California Telehealth and Telemedicine Center (CTTC) for a teen health **website** project and authorize the Health Services Agency Administrator to sign the attached \$99,477 multi-year funding agreement.

Sincerely,


Rama Khalsa, Ph.D.
Health Services Agency Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
HSA Personnel

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0183

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

FROM: HEALTH SERVICES AGENCY

(Dept.)

Rama Chalsag (Signature)

5/24/00 (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)
CALIFORNIA TELEHEALTH & TELEMEDICINE CENTER
and 1215 K St., Ste. 800, Sacramento, CA 95814 (Name & Address)

2. The agreement will provide grant funding for a reproductive health website.

3. The agreement is needed to provide for the above grant funding.

4. Period of the agreement is from April 1, 2000 to March 31, 2002

5. Anticipated cost is \$ n/a - revenue agreement (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Total grant funding is \$99,477 over two years; FY 2000-01 amount is \$55,999;
FY 2001-02 amount is \$43,478 -- budgeted in 352800/2384.

7. Appropriations are budgeted in n/a - revenue agreement (Index#) (Subject)

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

Appropriations are available and have been encumbered. Contract No. R-727 Date 5/25/00
N/A will be
GARY A. KNUTSON, Auditor - Controller
By *Ronald J. Aiken* Deputy

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

Remarks: SE (Analyst) By *G. E. Aiken* Date 5/21/00

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.

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

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GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the CALIFORNIA HEALTH FOUNDATION AND TRUST, a California charitable foundation, (hereinafter "CHFT") and (hereinafter "RECIPIENT").

RECITALS:

WHEREAS, CHFT has been granted awards (hereinafter "PRIME AGREEMENTS") from The California Endowment to support the development of the California Telehealth/Telemedicine Center (CTTC); and

WHEREAS, PRIME AGREEMENTS provide authorization and funds for RECIPIENT participation; and

WHEREAS, it is consistent with the goals and objectives of the PRIME AGREEMENTS for CHFT to fund through a competitive grant process small telehealth and telemedicine projects in medically underserved areas;

WHEREAS, RECIPIENT possesses the facilities and personnel necessary to pursue the objectives and fulfill the requirements of this Agreement; and

NOW, THEREFORE, CHFT and RECIPIENT mutually agree as follows:

I. GRANT SPECIFICATIONS

The grant funds set forth herein are provided to the following RECIPIENT:

RECIPIENT: Santa Cruz County Health Services Agency

ADDRESS: P. O. Box 962
Santa Cruz, CA 95061

CONTACT
PERSON: Natasha Kowalski

TELEPHONE: (83 1) 454-4297

FAX: (83 1) 454-5048

E-MAIL: nkowalski@health.co.santa-cruz.ca.us

FEDERAL TAX ID:

II. PURPOSE

The grant funds set forth herein are offered by CHFT for the purposes described in this Agreement and are subject to the Recipient's acceptance of the terms and conditions specified in this Agreement notwithstanding section XIII. If and when the RECIPIENT fails to meet any terms and conditions of this grant, CHFT may withdraw its award and immediately terminate this Grant Agreement. In addition, CHFT, may require repayment of any grant funds that were not used in accordance with the terms of this Agreement, including the grant purpose and objectives as identified in Attachment A "Grant Proposal", attached hereto and by this reference incorporated herein. CHFT shall retain any and all other rights and remedies available at law against the RECIPIENT arising out of breach of this Agreement.

Grant Purpose: Develop a **website** targeted at young males to increase access to reproductive health informatin and community services.

Name of Project Santa Cruz County Health Services Agency

Grant Amount \$99,477

Date Approved April 1, 2000 to March 31, 2002

CHFT Program Officer: Priscilla Enriquez, Associate Director

This grant is to be used only for the purposes described in Attachment A "Grant Proposal," and in accordance with the Recipient's budget approved by CHFT, attached hereto and by this reference incorporated herein as Attachment B.

Unless otherwise stated in writing by CHFT, this grant is made with the understanding CHFT has no obligation to provide other or additional support to the RECIPIENT.

III. BUDGET AND USE OF FUNDS

The RECIPIENT agrees to use the funds in accordance with the final budget on which the grant was based, Attachment A. CHFT must approve in advance all material changes to the final budget, including any and all changes that would reallocate more than five percent (5%) of the total budget.

All grant funds must be expended for charitable, educational, or research purposes. Grant funds may not be used for any political campaign or to support attempts to influence legislation by any governmental body, except to make available nonpartisan analysis, study, and research. The RECIPIENT is responsible for the expenditure of funds and for maintaining adequate supporting records of such expenditures.

IV. REVERSION OF FUNDS

All funds not expended for the purposes agreed to by the RECIPIENT and CHFT for any reason shall be returned to CHFT. The RECIPIENT shall return to CHFT any unexpended funds granted to it by CHFT 1) at the end of the grant period; and/or 2) if CHFT, at its sole discretion, determines the RECIPIENT has not performed in accordance with this Agreement 3) either party terminates agreement as provided for in section XIII.

V. MONITORING AND EVALUATION

In accordance with the PRIME AGREEMENTS, which are fully incorporated herein by this reference, the RECIPIENT agrees to cooperate with CTTC's independent evaluation of the grant projects. The RECIPIENT agrees to complete reporting forms and meet with the independent evaluator regarding project outcomes, impacts and processes.

CTTC staff and/or representatives may conduct site visits to observe program procedures and operations and to discuss the program with the Recipient's personnel. Such site visits shall be scheduled in advance upon reasonable notice to RECIPIENT.

VI. REPORTING

- A. Progress Report: Periodic progress reports will be required as a condition of this Agreement. Grantees will be provided with all necessary progress reporting forms within 60 days of the initiation of their grant. These reports shall include a financial summary of expenditures to approved budget and a narrative summary of accomplishments by goals and objectives. Special emphasis will also be placed on unexpected developments related to grant operations, as well as the steps taken to incorporate these developments into their grant operations.
- B. Final Report. A final report is required as a condition of this Agreement. The final year-end report shall include the following information:
 - a narrative summary of all major project activities since the prior progress report, including critical events contributing to the progress of their grants;
 - a narrative summary of the progress made toward the completion of each of the grant's goals and objectives;
 - a narrative summary of the impact of their grants, including the evaluation;
 - a complete financial statement showing all funds received and expended for the programs covered by the grant, as well as a comparison of planned and actual expenditures; and
 - copies of any products or materials developed as an outcome of the grant.

All grantees are encouraged to use additional means to represent the outcomes and impact of their grants, e.g., computer-based presentations, video presentations, or other means.

- C. All reports shall be submitted in accordance with the following schedule:

April 1, 2000 Grant Period Begins
 October 15, 2000 Progress Report
 March 31, 2001, End of Grant Year
 April 15, 2001 Final Report for Year 1

April 1, 2001 Grant Period Begins
 October 15, 2001 Progress Report
 March 31, 2002 End of Grant Year
 April 15, 2002 Final Report for Year 2

VII. PAYMENT SCHEDULE

For performance of the work described in Attachment A "Grant Proposal," and CHFT agrees to provide grant funds as follows:

<u>Grant Calendar - Year One</u>	<u>Performance of Work</u>	<u>CHFT Payment</u>
April 1, 2000 Grant Period Begins	Sign Contract	60%
October 15, 2000 Progress Report	Submit Report	30%
March 31, 2001, End of Grant Year	n/a	n/a
April 15, 2001 Report for Year 1	Submit report	10% + 60% year 2 start-up
<u>Grant Calendar - Year Two</u>		
April 1, 2001 Grant Period Begins	n/a	n/a
October 15, 2001 Progress Report Due	Submit Report	30%
March 31, 2002 End of Grant Year	n/a	n/a
April 15, 2002 Report for Year 2 Due	Submit Report	10%

VIII. INTELLECTUAL PROPERTY

All copyrights and other intellectual property produced as a result of this award shall be produced for the "public domain." As such, the California Telehealth and Telemedicine Center, grantee, or any other party shall have a nonexclusive irrevocable, perpetual and royalty-free license to reproduce, publish, copy, alter, or otherwise use the intellectual property so produced.

VIII. AUDIT

- A RECIPIENT shall maintain for at least three years all books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect

properly all direct costs of whatever nature incurred in the performance of this Agreement.

- B. All such records, as well as Recipient's facilities utilized in the performance of this Agreement, shall be subject upon request at all reasonable times to inspection and audit by CHFT.
- C. CHFT reserves the right to conduct an audit of the RECIPIENT for any reason CHFT deems appropriate and necessary based on the conditions of the telehealth/telemedicine grants to CHFT from The California Endowment.

IX. MODIFICATIONS

RECIPIENT agrees to propose any and all material modifications to Attachment A "Grant Proposal" and Attachment B "Budget" in writing to CHFT. Material modifications include but are not limited to changes in grant objectives, key personnel, and grant budget. No alteration or amendment of this Agreement, of Attachment A "Grant Proposal," or of Attachment B "Budget," shall be valid unless mutually agreed to by CHFT and RECIPIENT, in writing.

X. ACKNOWLEDGEMENTS

- A. RECIPIENT agrees to acknowledge The California Telehealth and Telemedicine Center and The California Endowment in publications, press releases, brochures, videotapes, and other publicity or public relations materials and presentations resulting from the use of these funds or developed for activities authorized under this grant. These terms include both printed and electronic communications.
- B. The RECIPIENT agrees to credit The California Telehealth and Telemedicine Center and The California Endowment, when any program or project results in a service, product, performance, or other tangible outcome made possible because of this grant.
- C. The RECIPIENT agrees to provide one copy of all press releases, news articles, and other published references (e.g., newsletters initiated by the RECIPIENT regarding this grant) to CTTC. The RECIPIENT will provide CTTC with written notices of electronic communications (e.g., e-letters or web sites).

XI. INDEMNIFICATION

In accepting the grant set forth in this Agreement from CHFT, the RECIPIENT hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The California Endowment, California Health Foundation & Trust, Rural Healthcare Center, and the California Telehealth and Telemedicine Center, their directors, employees, and agents, from and against any and all claims,

liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with such grant, the application of funds furnished pursuant to such grant, the program, or project funded or financed by such grant or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

XII. RELATIONSHIP OF THE PARTIES

It is the intention of the parties to this Agreement that the relationship created hereby is that of independent contractors and does not constitute an employee-employer relationship. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

XIII. TERM AND TERMINATION

This Agreement shall be effective beginning April 1, 2000, and continue in full force and effect until March 31, 2002 subject to termination by either party upon thirty (30) days' prior written notice to the other. Termination or expiration of this Agreement shall not affect any rights or obligations of the parties accrued or incurred prior to the date of termination. Upon the giving of notice of termination by either Party, RECIPIENT shall exert its best efforts to limit or to terminate any outstanding financial commitments.

XIV. CONFIDENTIALITY

Neither party shall use, appropriate, or disclose to any third party any confidential or sensitive information of the other party, except as required in the performance of this Agreement or by law. "Confidential information" means all information and data, confidential in nature, provided or disclosed by either party to the other, whether oral, written, graphic or other form, including agreements, correspondence, financial data, forecasts, projections, feasibility and marketing studies, consulting information, procedures, concepts or ideas and all copies and reproductions, but does not include any information that is generally known to the public, was in a party's lawful possession prior to the disclosures by the other party hereunder, or was lawfully obtained from a source other than the other party. The parties agree to use their best efforts to prevent disclosure to third parties of such confidential information. Neither party shall, however, be held liable for inadvertent disclosure beyond its control of such confidential information, provided they have exercised reasonable care and adequate security aimed at maintaining the confidentiality of the information. This provision shall survive the termination, expiration, or cancellation of this Agreement.

XV. GENERAL PROVISIONS

A. Notices

Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the other by personal service or by U.S. mail, postage prepaid, addressed to the parties as follows:

CHFT: California Health Foundation and Trust
1215 K. Street, Suite 800
P.O. Box 1100
Sacramento, CA 958 12-1 100
Attn: CTTC, Priscilla Enriquez

RECIPIENT: Santa Cruz County Health Services Agency
P. O. Box 962
Santa Cruz, CA 95061
Attn: Natasha Kowalski

B. Governing Law

The validity and interpretation of the Agreement, and legal relationship of the parties to it, shall be governed by the laws of the State of California, applicable to the agreements entered into, and to be fully performed in, the State of California, without regard to its conflicts of the laws provisions.

C. Arbitration

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration decision shall be **final** and binding on both parties, except that errors of law shall be subject to appeal.

D. Partial Validity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. Waiver of Breach

The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach.

F. Attorneys' Fees

If either party hereto brings any action interpreting or enforcing this agreement, or arising out of the performance of this agreement, the prevailing party is entitled to reimbursement of costs and reasonable attorneys' fees (which may be set by the court in the same action or in a separate action brought for that purpose), in addition to any other relief to which the prevailing party is entitled.

G. Entire Agreement

This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements respecting this subject matter. No waiver or modification of any provision of this Agreement shall be binding unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, CHFT and the RECIPIENT have executed this Agreement on the date set forth below.

California Health Foundation & Trust

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**ATTACHMENT “A” REFERS TO YOUR
SUBMITTED PROPOSAL**

**ATTACHMENT “B” REFERS TO YOUR
SUBMITTED BUDGET.**

Exhibit I



0193

April 28, 2000

Natasha Kowalski, MPH, Health Educator
County of Santa Cruz Health Services Agency
P. O. Box 962
1070 Emeline Avenue
Santa Cruz, CA 95061-0962

Dear Ms. Kowalski:

Thank you for applying for funding to the California Telehealth & Telemedicine Center's grant program. Enclosed is your Grant Agreement. You will need to complete the following items:

- . Please be sure to provide your tax identification number at the bottom of page one.
- . Please sign and date page eight of the Grant Agreement.


In addition, you will receive your grant funds on three separate occasions:

1. start-up: 60% upon receipt of signed contract
2. Progress: 30% upon receipt of progress report
3. Final: 10% upon receipt of final report

These allocations will be based on annual awards as per your budget. Some grantees will receive all or most of their funding at the start-up phase, depending on their program.

A grants administration packet will be mailed under separate cover. Funding cannot commence until the Grant Agreement is countersigned and returned to CTTC. If you have any questions regarding your grant, please call me at (916) 552-7674. Thank you.

Sincerely,


Priscilla Enriquez, MPH
Associate Director

PE: pnr: ngb
Enclosures