



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060  
 (631) 454-4130 OR 454-4045 FAX: (831) 454-4642  
 CECILIA ESPINOLA, ADMINISTRATOR

June 29, 2000

Agenda: August 8, 2000

### BOARD OF SUPERVISORS

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

### **APPROVAL OF CALIFORNIA DEPARTMENT OF EDUCATION AGREEMENTS FOR CHILD CARE SERVICES: FAPP-0068, GAPP-0068, G2AP-0060, F2AP-0064 AND F3TO-0070**

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) contracts with the California Department of Education (CDE) to provide subsidized child care services to eligible families in Santa Cruz County, including CalWORKs participants. These contracts will fund more than \$3 million in child care services in our community. The purpose of this letter is to request that your Board act on the contracts for child care services discussed in this letter for the 2000-2001 fiscal year.

Agreement FAPP-0068 for the Child Care and Development Block Grant program provides subsidies to parents who are income eligible and establish a qualifying need for child care services, for activities including employment, limited job search, and employment training. A family is income eligible if the family's adjusted monthly income is at or below seventy five percent of the State median income, adjusted for family size. The agreement provides a total of \$713,610 for these services.

Agreement GAPP-0068 for the Alternative Payment Program also provides subsidies to parents who are income eligible or receiving public assistance, and who establish a qualifying need for child care services from a list similar to that of FAPP. In addition to basic eligibility and income priority requirements, the program also considers children who are receiving child protective services or are at risk of abuse or neglect as an immediate priority regardless of income. A total of \$716,186 is provided for these services in the GAPP agreement.

In addition, CDE has issued contracts to HRA for CalWORKs participants whose welfare to work activities and child care needs have stabilized, and for those participants who are making the transition from cash grants to self-sufficiency. Agreements G2AP-0060, which provides a total amount of \$1,019,781, and F2AP-0064 which provides a total amount of \$758,475, are the contracts through which HRA will provide these services.

**ATTACHMENT 1**

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

RESOLUTION NO.

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
NO. FAPP-0068 FOR CHILD DEVELOPMENT SERVICES WITH THE  
CALIFORNIA DEPARTMENT OF EDUCATION**

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

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

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. FAPP-0068 in the amount of \$713,610 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract and is authorized to execute minor amendments to Agreement No. FAPP-0068 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 8th day of August 2000, by the following vote:

AYES:                   SUPERVISORS  
NOES:                   SUPERVISORS  
ABSENT                 SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST: \_\_\_\_\_  
          Clerk of said Board

APPROVED AS TO FORM  
*Jane M. Scott*  
\_\_\_\_\_  
County Counsel

DISTRIBUTION:     County Administrative Office  
                          County Counsel  
                          Human Resources Agency



**CALIFORNIA DEPARTMENT OF EDUCATION**

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

**F.Y. 00 - 01**

DATE: July 01, 2000

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACT NUMBER: EAPP-0068**

**PROGRAM TYPE: CCDF ALTERNATIVE PAYMENT**

**PROJECT NUMBER: 44-K445-00-0**

**CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY**

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

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 2000 through June 30, 2001. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$713,610.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 249

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

APPROVED AS TO FORM:

By: *Gene M. Scott*  
Office of the County Counsel

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator			
TITLE Manager Contracts Office		ADDRESS 1000 Emeline Ave., Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 713,610  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 713,610	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
	(OPTIONAL USE) (0156) 13694-K445		FC# 93.596	PC# 000321	
	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A/2000	STATUTE 2000	FISCAL YEAR 2000-2001	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

- A Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, posses&n, or use of a controlled substance k prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 6355(a).
6. Establish a Drug-Free Awareness Program as required by Government Code Section 6355(b) to inform employees about all of the following:
  1. the dangers of drug abuse h the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counselling, rehabilitation and employee assistance programs; and
  4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
  1. will receive a copy of the company's drug-free policy statement; and
  2. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

0073

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

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

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3 124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

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

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

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

<b>NAME OF APPLICANT</b>		<b>CONTRACT #/PROJECT #</b>
County of Santa Cruz	Human Resources Agency	FAPP-0068
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Cecilia Espinola	Human Resources Agency Administrator	
SIGNATURE	DATE	

**FEDERAL CERTIFICATIONS**

0074

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

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

**1. LOBBYING**

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

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 2**

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

**RESOLUTION NO.**

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
NO. GAPP-0068 FOR CHILD DEVELOPMENT SERVICES WITH THE  
CALIFORNIA DEPARTMENT OF EDUCATION**

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

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

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. GAPP-0068 in the amount of \$716,186 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract and is authorized to execute minor amendments to Agreement No. GAPP-0068 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 8th day of August 2000, by the following vote:

AYES:                   SUPERVISORS  
NOES:                   SUPERVISORS  
ABSENT                 SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST: \_\_\_\_\_  
          Clerk of said Board

APPROVED AS TO FORM  
*Jane M. Scott*  
\_\_\_\_\_  
County Counsel

DISTRIBUTION: County Administrative Office  
                  County Counsel  
                  Human Resources Agency



CALIFORNIA DEPARTMENT OF EDUCATION

721-Capitol-Mall;-P.O.-Box-944272  
Sacramento, CA 94244-2 720

F.Y. 00 - 01

DATE: July 01, 2000

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: GAPP-0068  
PROGRAM TYPE: ALTERNATIVE PAYMENT  
PROJECT NUMBER: 44-K445-00-0

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

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

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 2000 through June 30, 2001. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$716,186.00 .

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

SERVICE REQUIREMENTS

Mini num Days of Operation (MDO) 249

APPROVED AS TO FORM:

By: *Jane M. Scott*  
Office of the County Counsel

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator			
TITLE Manager Contracts Office		ADDRESS 1000 Emeline Ave., Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 716,186	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) (0156) 23186-K445 Transfer to SSF	ITEM 30.10.020.007 6100-1 96-0001	CHAPTER B/A/2000	STATUTE 2000	FISCAL YEAR 2000-2001
TOTAL AMOUNT ENCUMBERED TO DATE \$ 716,186	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

**STANDARD PROVISIONS FOR STATE CONTRACTS**

0077

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

ATTACHMENT 4

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

RESOLUTION NO.

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
NO. F2AP-0064 FOR CHILD DEVELOPMENT SERVICES WITH THE  
CALIFORNIA DEPARTMENT OF EDUCATION**

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

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

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. F2AP-0064 in the amount of \$758,475 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract and is authorized to execute minor amendments to Agreement No. F2AP-0064 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 8th day of August 2000, by the following vote:

AYES: SUPERSVISORS  
NOES: SUPERSVISORS  
ABSENT SUPERSVISORS

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk of said Board

APPROVED AS TO FORM  
*Jane M. Scott*  
\_\_\_\_\_  
County Counsel

DISTRIBUTION: County Administrative Office  
County Counsel  
Human Resources Agency



**CALIFORNIA DEPARTMENT OF EDUCATION**

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

**F.Y. 00 - 01**

**DATE:** July 01, 2000

LOCAL AGREEMENT **FOR** CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: F2AP-0064  
 PROGRAM TYPE: CCDF ALTERNATIVE  
PAYMENT-STAGE 2

**PROJECT NUMBER:** 44-K445-00-0

**CONTRACTOR'S NAME:** SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the **CALWORKS STAGE 2 (FEDERAL) CHILD CARE AND DEVELOPMENT FUND -FUNDING TERMS AND CONDITIONS (FT&C)** AND THE CURRENT APPLICATION which are by this reference incorporated into this contract. The **FT&C** and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 2000 through June 30, 2001. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the **FT&C**, for the Maximum Reimbursable Amount (MRA) of **\$758,475.00**.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 249

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

APPROVED AS TO FORM:

By: *Jim M. Scott*  
 Office of the County Counsel

STATE OF CALIFORNIA		CONTRACTOR					
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)					
PRINTED NAME OF PERSON SIGNING Donna Salai		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator					
TITLE Manager Contracts Office		ADDRESS 1000 Emeline Ave, Santa Cruz, CA 95060					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 758,475	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	ITEM See Attached	CHAPTER			STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 758,475	OBJECT OF EXPENDITURE (CODE AND TITLE) 702						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE					

**STANDARD PROVISIONS FOR STATE CONTRACTS**

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

CONTRACT NUMBER: F2AP-0064

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,279	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) (0156) 14047-K445	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,279	ITEM 30.10.020.011 6100-I 96-0890	CHAPTER B/A	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,940	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) (0156) 13880-K445	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,940	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 698,256	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) (0156) 13967-K445	FC# 93.575	PC# 000329	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 698,256	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

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

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

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

(e) **Notifying** the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3 124, GSA Regional Office Building No. 3), Washington, DC 20202-457 1. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS) 0032**

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

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

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3 124, GSA Regional Office Building No. 3) Washington, DC 20202-457 1. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

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

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

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

<b>NAME OF APPLICANT</b>		<b>CONTRACT #/PROJECT #</b>
County Of Santa Cruz	Human Resources Agency	F2AP-0064
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Cecilia Espinola	Human Resources Agency Administrator	
SIGNATURE	DATE	

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

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

**1. LOBBYING**

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

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

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

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

**2. DEBARMENT, SUSPENSION; AND OTHER RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

A. The applicant certifies that it will or will not provide a drug-free workplace by:

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

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

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

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

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

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

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

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

ATTACHMENT 3

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

RESOLUTION NO.

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
NO. G2AP-0060 FOR CHILD DEVELOPMENT SERVICES WITH THE  
CALIFORNIA DEPARTMENT OF EDUCATION**

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

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

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. G2AP-0060 in the amount of \$1,019,781 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract and is authorized to execute minor amendments to Agreement No. G2AP-0060 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 8th day of August 2000, by the following vote:

AYES: SUPERVISORS  
NOES: SUPERVISORS  
ABSENT SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk of said Board

APPROVED AS TO FORM  
*Jane M. Scott*  
\_\_\_\_\_  
County Counsel

DISTRIBUTION: County Administrative Office  
County Counsel  
Human Resources Agency


**CALIFORNIA DEPARTMENT OF EDUCATION**

 724 Capitol Mall, P.O. Box 944272  
 Sacramento, CA 94244-2720

**F.Y. 00 - 01**
**DATE:** July 01, 2000

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**
**CONTRACT NUMBER:** G2AP-0060

 PROGRAM TYPE: ALTERNATIVE  
PAYMENT-STAGE 2
**PROJECT NUMBER:** 44-K445-00-0
**CONTRACTOR'S NAME:** SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

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

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 2000 through June 30, 2001. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the **FT&C**, for the Maximum Reimbursable Amount (MFA) of \$1,019,781.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 249

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

APPROVED AS TO FORM

 By: Alicia M. Smith  
 Office of the County Controller

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator			
TITLE Manager Contracts Office		ADDRESS 1000 Emeline Ave., Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,019,781  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,019,781	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

**STANDARD PROVISIONS FOR STATE CONTRACTS**

0086

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCYCONTRACT NUMBER: G2AP-0060

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <b>926,201</b>	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ <b>0</b>	(OPTIONAL USE) (0156) <b>23367-K445</b>	Transfer to SSF		
TOTAL AMOUNT ENCUMBERED TO DATE \$ <b>926,201</b>	ITEM 30.10.020.011 6100-I 96-0001	CHAPTER <b>B/A/2000</b>	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>702</b> SACS: Res-6041 Rev-8590			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <b>93,580</b>	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ <b>0</b>	(OPTIONAL USE) (0156) <b>24048-K445</b>	Transfer to SSF		
TOTAL AMOUNT ENCUMBERED TO DATE \$ <b>93,580</b>	ITEM 30.10.020.011 6100-196-0001	CHAPTER <b>B/A/2000</b>	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>702</b> SACS: Res-6041 Rev-8590			

I hereby certify upon my own <b>personal</b> knowledge that budgeted <b>funds are</b> available for the <b>period</b> and <b>purpose</b> of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	<b>23</b>

**ATTACHMENT 5**

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

**RESOLUTION NO.**

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
NO. F3TO-0070 FOR CHILD DEVELOPMENT SERVICES WITH THE  
CALIFORNIA DEPARTMENT OF EDUCATION**

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

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

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is hereby authorized to execute Agreement No. F3TO-0070 in the amount of \$124,530 with the California Department of Education for the provision of child care subsidy services.

BE it further resolved that for the purposes specific to the California Department of Education contract, the Administrator of the Human Resources Agency is the Board designee for the operation of the program funded by this contract and is authorized to execute minor amendments to Agreement No. F3TO-0070 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 8th day of August 2000, by the following vote:

AYES:                   SUPERVISORS  
NOES:                   SUPERVISORS  
ABSENT                 SUPERVISORS

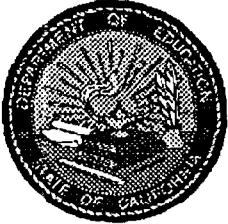
\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST: \_\_\_\_\_  
          Clerk of said Board

APPROVED AS TO FORM

Jane M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
                  County Counsel  
                  Human Resources Agency



**CALIFORNIA DEPARTMENT OF EDUCATION**

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

**F.Y. 00 - 01**

**DATE:** July 01, 2000

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACT NUMBER:** F3TO-0070  
**PROGRAM TYPE:** CCDF ALTERNATIVE  
PAYMENT-STAGE 3

**PROJECT NUMBER:** 44-K445-00-0

**CONTRACTOR'S NAME:** SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the **CALWORKS STAGE 3 (Federal) CHILD CARE AND DEVELOPMENT FUND -FUNDING TERMS AND CONDITIONS (FT&C) AND THE CL RRENT APPLICATION** which are by this reference incorporated into this contract. The **FT&C** and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 1, 2000 through June 30, 2001. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the **FT&C**, for the Maximum Reimbursable Amount (NRA) of **\$124,530.00**.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 249

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

**APPROVED AS TO FORM:**

By: Jane M. Scott  
Office of the County Counsel

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING <b>Donna Salaj</b>		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator			
TITLE <b>Manager Contracts Office</b>		ADDRESS 1000 Emeline Ave., Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$ 124,530</b>  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$ 0</b>  TOTAL AMOUNT ENCUMBERED TO DATE <b>\$ 124,530</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Child Development Programs</b>		FUND TITLE <b>Federal</b>		Department of General Services use only
	(OPTIONAL USE) <b>See Attached</b>				
	ITEM <b>See Attached</b>	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>702</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <b>See Attached</b>		DATE			

**STANDARD PROVISIONS FOR STATE CONTRACTS**

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

- A. Publish a statement notifying employees that unlawful **manufacture**, distribution, dispensation, possession, or use of a controlled substance k **prohibited** and **specifying** actions to be taken against employees for violadons, as required by Government Code **Section** 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 6355(b) to inform employees about all of the following:
  1. the dangers of drug abuse In **the** workplace;
  2. the person's or **organization's policy** of maintaining a drug-free workplace;
  3. any available counseling, **rehabilitation** and employee **assistance** programs; and
  4. **penalties** that may be Imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code **Section** 6355(c), that every **employee** who works on the proposed contract:
  1. will **receive** a copy of the company's drug-free **policy** statement; and
  2. will agree to abide by **the** terms of the **company's** statement as a condition of employment on the contract

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

CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

0091

CONTRACT NUMBER: F3TO-0070

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 79,721	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) (0156) 13881-K445	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 79,721	ITEM 30.10.020.012 6100-196-0890	CHAPTER B/A/2000	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 24,054	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) (0156) 13605-K445	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 24,054	ITEM 30.10.020.012 6100-1 96-0890	CHAPTER B/A/2000	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 20,755	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) (0156) 14049-K445	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 20,755	ITEM 30.10.020.012 6100-196-0890	CHAPTER B/A/2000	STATUTE 2000	FISCAL YEAR 2000-2001
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
	SIGNATURE OF ACCOUNTING OFFICER	
	DATE	<b>23</b>

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

**ENVIRONMENTAL TOBACCO SMOKE ACT**

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

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

<b>NAME OF APPLICANT</b>	<b>CONTRACT #/PROJECT #</b>
County of Santa Cruz	Human Resources Agency F3T0-0070
<b>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Cecilia Espiuola	Human Resources Agency Administrator
<b>SIGNATURE</b>	<b>DATE</b>

# FEDERAL CERTIFICATIONS

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

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

### 1. LOBBYING

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

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

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

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

### 2. DEBARMENT, SUSPENSION; AND OTHER RESPONSIBILITY MATTERS

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

A. The **applicant** certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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