

# **County of Santa Cruz**

#### **HEALTH SERVICES AGENCY**

P.O. BOX 962, 1080 EMELINE AVENUE, SANTA CRUZ, CA 95061 (831) 454-4066 FAX: (831) 454-4770 TDD: (831) 454-2123

AGENDA: August 22, 2000

August 7, 2000

BOARD OF SUPERVISORS Santa Cruz County 701 Ocean Street Santa Cruz. CA 95061

RE: Approval of Combined Contract with the HIV Prevention Project for

Injection Drug Users (HIPPIDU)

Dear Board Members:

The current approved budget includes funds for the continuation of various HIV education and prevention services funded by the State AIDS Master Grant Agreement, i.e., Contract # 01914-01 for Santa Cruz in the amount of \$ 68,761, Contract # 02058-01 for Watsonville in the amount of \$ 82,900. State funding for the Drop-in project was increased to \$88,800. A letter to your Board accepting and appropriating unanticipated revenue from the State Master Agreement for HIV Prevention is contained in a separate Board letter. In addition, County funds were included in the adopted budget to continue a Hepatitis C screening and hepatitis A&B vaccination program that had been conducted by the Contractor at their Drop-in Center in Santa Cruz. This program was started during 1999-2000 as part of a research study sponsored by the University of California at San Francisco (UCSF). The Department recommended continuation of the screening, counseling, and vaccination services, believing the program to be very effective in controlling the spread of Hepatitis C, a life-threatening disease. Now that there are three projects being carried out by the Contractor, we are recommending that that one combined agreement be utilized rather than continue with separate agreements for each project.

The HIV Prevention Project for Injection Drug Users (HIPPIDU) is the incorporated entity of the Santa Cruz Needle Exchange Program. The new funding provides for the continuation of the project associated with testing injecting drug using clients for the presence of Hepatitis A, B, and C, including the costs for vaccinating susceptible persons against Hep A & B. There is no vaccination available as yet for Hep C.

• The new funding enables the HIPPIDU to continue the work, which began in collaboration with UCSF and follows the plan that was established during that period. The Santa Cruz County Health Services Agency would in large measure replace the role played by UCSF. In addition the program will be expanded to serve clients who seek services at the new Drop-in Center in Watsonville. The intent of the program is to identify persons who have Hepatitis infections and are unaware of that fact. The goal of the program is to prevent the

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spread of these communicable diseases to uninfected persons, and to limit disease progression in those already infected. Although there is currently no vaccination available for Hepatitis C, susceptible clients can be vaccinated with the Hep A & B vaccines, thereby protecting themselves from future infections and possible liver damage from these diseases

The expenditure plan includes \$40,258 for project personnel, which includes a program coordinator, a phlebotomist, and several counselors. Funds for Laboratory tests, vaccine and other equipment and supplies in the amount of \$51,742, with \$8,000 earmarked to provide incentives that encourage clients to both accept and complete the immunization component which may entail as many as five inoculations. Two hundred clients are anticipated to be served in the contract period of July 1, 2000 to June 30, 2001.

The Santa Cruz and Watsonville HIV Education and Prevention Projects provides for continuation for those programs that also include a "Drop-in" center for injecting drug users.

A summary of projects with funding are as follows:

HIV Educ & Prev. – S.C. \$ 68,761

HIV Educ & Prev. -Wats

Hepatitis screening & Vac 100,000

Total \$257,561

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached contract in the amount of \$ 257,561 for the continuation of the two HIPPIDU Projects and provide for the Hepatitis project, effective as of July 1, 2000, and authorize the Health Services Agency Administrator to sign said contract.

Sincerely,

Rama Khalsa, Ph.D. HSA Administrator

RECOMMENDED:

Susan A. Mauriello

County Administrative Officer

Attach: ADM-29 w/contract

cc: County Administrative Office

Auditor-Controller County Counsel HSA Administration PH Administration

Santa Cruz Needle Exchange Project

# COUNTY OF SANTA CRUZ

### REQUEST FOR APPROVAL OF AGREEMENT

TO: Boord of Supervisors  County Administrative Officer  County Counsel  Auditor-Controller	fro	TY OF SANTA CRIE (health services Agency)  Ject for injecting drug users (hippidu) (Agency)  10061 (Name & Address)  10101 HIV education and prevention swervices funded by  State AIDS Master Grant Agreement.  10101 State AIDS Master Grant Agreement.  10101 June 30, 2001  101 (FXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
The Boord of Supervisors is hereby rec	quested to approve the attach	ed agreement and	authorize the execution of	of the same.	
P.O Box 661 Santa Cruz, CA	they Administrative Officer by Counsel of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.  In ogreement is between the country of SANTA CRIF. (health services Agency)  In ogreement is between the country of SANTA CRIF. (health services Agency)  In ogreement is between the country of SANTA CRIF. (health services Agency)  In ogreement is read various HIV education and prevention swervices funded by the country and the State AIDS Master Grant Agreement.  In ogreement is needed  To provide for the above services.  This is necessary to the agreement is from services funded by supervisors agreement and services and the services and the services and the services agency to several the services agency.  To provide for the above services.  This is necessary to the service and the service of service in the service of service and the services agency and the services agency to service in anothe bit It of same agenda  To provide for the above services.  To service and the service and the service and the service and suborize the service a				
2. The agreement will provide	various HIV education	and prevent	ion swervices funde	ed by	
3. The agreement is needed	provide for the above	services.			
4. Period of the agreement is from	July 1, 2000	t			
			(Fixed amount; Mor	XXX 1thly rate; Not to exce	ed
6 . Remarks: Encumber as f	ollows: \$100,000 in	362610; and s	\$157,561 in 362700		
7. Appropriations are budgeted in	362610/36270	0	(Index#)	(Subobje	 ect
Appropriations are available and h		GARY A. KN	02216-01 02	2 8/8/00 ler	
	to execute t		alf of the <u>County of S</u>	Santa Cruz	
Agreement approved as to form. Date	(Analyst)	ву <u>Ч</u>	IM	_Date _/ // 00	
Distribution:  Bd. of Supv. • White Auditor-Controller • Blue Courty Counsel • Green * Co. Admin. Officer • Canary Auditor-Controller • Pink Origin 19 10 10 10 10 10 10 10 10 10 10 10 10 10	County of Santa Cruz )  State of California, do hereby said Board of Supervisors as it	ex-officio Clerk of certify that the foregrecommended by the	going request for approval of ace County Administrative Officer	greement was approved by by an order duly entered	r

ADM - 29 (6/95)

### COUNTY OF SANTA CRUZ Health Services Agency

CONTRACT NO..

Account:

362610&362700

Sub-object Amount: 3665 \$257,561

THIS CONTRACT is entered into this 1st day of July, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and THE HIV PREVENTION PROJECT FOR INJECTION DRUG USERS (HIPPIDU), hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached here and incorporated herein by this reference.

<u>Exhibit</u>	<u>Title</u>
A B	Standard County Provisions Standard Mealth Services Agency Provisions
C, C-I, C-2, C-3	Contractor Information and Scope of Work
D, D-l	Fiscal and Payment Provisions and Program Budget
E, E-I, E-2	Miscellaneous Additional Provisions

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

I 6 WWW.

### **CONTRACTOR:**

### **COUNTY OF SANTA CRUZ:**

Name: Heather Meschery	Name: Rama Khalsa
Stephanie Alison, MSW	
Title: Executive Director	Title: HSA Administrator
Co-Chair, Board of Directors	
Signature:	Signature:
Studenie M di	
Date: 8/7/00	Date:

**Distribution:** 

County Administrative Office

Auditor-Controller County Counsel

Health Services Agency

Contractor

### **EXHIBIT A - STANDARD COUNTY PROVISIONS**

- 1. <u>TERM.</u> The term of this contract shall be from July 1, 2000 through June 30, 2001 unless terminated by either patty in accordance with Paragraph 2 of this Exhibit.
- 2, <u>EARLY TERMINATION.</u> Either patty hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
- 3. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.</u> CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- a. Any and all **claims,losses**, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
- b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 4. <u>INSURANCE.</u> CONTRACTOR, at is sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

- a. **Types** of Insurance and Minimum Limits
  - 1. Worker's Compensation in the minimum statutorily required coverage amounts.
  - 2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
  - 3. Camprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

### b. Other Insurance Provisions

- 1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
- 2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

'The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

3. All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."

- 5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.
- 6. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising: layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- 1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.
- 2. CONTRACTOR shall furnish COUNTY Affirmative Action Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement **and** direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
- 3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.
- 4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. <u>NONASSIGNMENT OF AGREEMENT.</u> CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
- 8. <u>SUBCONTRACTS.</u> All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1 ,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.
- **9.** PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 10. <u>RETENTION AND AUDIT OF RECORDS.</u> CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,
- 11. <u>INDEPENDENT CONTRACTOR STATUS FACTORS.</u> CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

### **EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS**

- 1. <u>MONITORING.</u> CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
- 2. <u>CONFIDENTIALITY OF RECORDS.</u> CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- 3. <u>REPORTS.</u> CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY and shall be submitted to COUNTY's Administrator.
- 4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
- 5. <u>TERMINATION DUE TO CESSATION OF FUNDING.</u> COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- 6. <u>WITHHOLDING OF PAYMENT.</u> COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- 7. <u>SPECIAL AUDIT PROVISIONS.</u> CONTRACTOR(s) who expend \$300,000 or more of federal funds a year must comply with Office of Management and Budget (OMB) Circular A-I 33, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or **program**-specific audit to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-I 33 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
- 8. <u>DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.</u> CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment **due** or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal **audit agency.**

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

### **EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS**

- RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any equipment, materials, supplies, or 18. property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined as an inventory item. All such items not fully consumed in the worked described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition, CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY: such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instruction provided by COUNTY. (b) Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
- 19. <u>ASSIGNABILITY.</u> CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- 20. <u>OWNERSHIP. PUBLICATION. REPRODUCTION AND USE OF MATERIAL.</u> All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- **21,** <u>EVALUATION/RESEARCH.</u> Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
- 22. <u>PUBLICITY.</u> CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

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

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

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

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

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

### **EXHIBIT C - SCOPE OF WORK**

1. CONTRACTOR INFORMATION.

Name: HIV Prevention Project for Injection Drug Users (HIPPIDU)

Address: P.O. Box 661

Santa Cruz, CA 95061

Telephone:

Tax ID Number: 77-0386490

Contact:

- 2. <u>DUTIES OR SERVICES PROVIDED.</u> CONTRACTOR agrees to provide HIV education and prevention services along with a Hepatitis Screening and Vaccination project as described in the attached Scope of Work (Exhibits C-I, C-2 and C-3), which by this reference is made part of this agreement. All work performed under this agreement shall be accomplished in accordance with the 2000-01 State Master Grant Agreement (State contract #OO-90102) and related Education and Prevention Memorandum of Understanding (MOU), which by this reference are made part of this agreement.
- 3. <u>NEEDLE EXCHANGE PROGRAM CERTIFICATION.</u> CONTRACTOR certifies that it will not utilize funds from this agreement to operate or fund a needle exchange program.

# **HIV Prevention Program for IDU's**

SCOPE OF WORK. Community Collaboration July 1, 2000- June 30, 2001 Contractor: COUNTY OF SANTA CRUZ Contract Number: 00-90102; MOU Number E&P 00-44

**COALS/OBJECTIVES:** 

**ACTIVITIES:** 

**EVALUATION:** 

#### GOAL #1:

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

#### **OBJECTIVES:**

la. By 6/30/01, attend and participate in a minimum of 4 full HIV Services Consortium meetings annually, as a member.

lb. By 6/30/01, attend and participate in a minimum of 6-8 Planning and Evaluation Committee meetings annually.

lc. By 6/30/01, collaborate with other HIV prevention agencies during outreach and other related HIV prevention programming activities and trainings.

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

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

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

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



0229

Contractor: COUNTY OF SANTA CRUZ

Contract Number: 00-90102 MOU Number: E&P 00-44.

# **HIV Prevention Program for IDU's**

**₹** 

SCOPE OF WORK: IDU Genera! July 1, 2000- June 30, 2001

**GOALS/OBJECTIVES:** 

**ACTIVITIES:** 

**EVALUATION:** 

### **GOAL #1:**

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

#### **OBJECTIVES:**

la. By 6/30/01, make 2,000 educational contacts with IDUs and their sex partners to provide education on HIV prevention and referrals to treatment, HIV testing and other health services.

- Volunteers will be recruited and trained (3 trainings per year) and receive on-going supervision by Program Administrator
- HPPIDU staff members and volunteers will provide HIV education, referrals and advocacy at a minimum of 12 outreach sites in North and South County
- Outreach sites: Drop-In-Center, Watsonville, Boulder Creek, River Street Shelter

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

lb. By 6/30/01, provide education and prevention services, safer sex and written educational materials to a minimum of 1,000 contacts at or near outreach sites.

- Trained volunteers will work with participants and discuss HIV prevention and risk reduction
- Volunteers will provide participants with appropriate educational literature

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

- lc. By 6/30/01, 100% of IDUs will receive educational printed materials and community resources that specifically address the needs of each subculture.
- Incentives will be provided to participants to develop culturally relevant HIV outreach materials on an ongoing basis
- There will be an additional volunteer at each outreach site who will be available to distribute outreach materials
- When possible, all outreach materials will be printed in both English and Spanish
- Executive Director will facilitate this process to ensure that focus groups occur and that literature is produced and distributed
- Logs will be kept to track literature distribution.

- Id. By 6/30/011,300 IDU's will participate in program evaluation.
- Evaluation tools will be used
- Program staff will administer evaluation
- Summary of evaluations will be kept on file

Contractor: COUNTY OF SANTA CRUZ

Contract Number: 00-90102 MOU Number: E&P 00-44;

# HIV Prevention Program for IDU's SCOPE OF WORK: MSM IDU

SCOPE OF WORK: MSM ID July 1, 2000- June 30, 2001

GOALS/OBJECTIVES: ACTIVITIES: EVALUATION:

**GOAL #1:** 

Increase knowledge about HIV/AIDS and HEP C among MSM/IDU.

**OBJECTIVES:** 

la. By 6/30/01, 25 MSM/IDU contacts will be made thru outreach.

1 b. By 6/30/01, 10% of MSM/IDU contacts will participate in program evaluation.

Volunteers will be recruited and trained and receive on-going supervision

 HPPIDU staff and volunteers will provide HIV education, referrals and avococy to MSM/IDU

Evaluation tools will be used

• Program staff will administer evaluation

• Logs will be maintained of all contacts

Summary of evaluations will be kept on file



V



# **HIV Prevention Program for IDU's**

SCOPE OF WORK: Heterosexual Contact: Sex Workers July 1, 2000- June 30, 2001

Contractor: COUNTY OF SANTA CRUZ

Contract Number: 00-90102 > MOU Number. E&P 00-44

GOALS/OBJECTIVES: ACTIVITIES: EVALUATION:

### **GOAL #1:**

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

#### **OBJECTIVES:**

la. By 6/30/01, 250 sex worker contacts will be made through outreach.

1 b. By 6/30/01, provide education and prevention services, safer sex/ safer injection educational materials to a minimum of 250 contacts during outreach.

Ic. By 6/30/01, 25 sex workers will participate in program evaluation.

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

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

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

Review evaluation tool and document changes in behaviors/skills.

Contractor: County of Santa Cruz MA Contract: 00-90 102

**MOU Number: YOUTH 00-44** 

# SCOPE OF WORK

# July 1, 2000 – June 30, 2001

# **Goad Statement #1:**

Provide comprehensive HIV prevention services to youth at-risk for HIV at the Watsonville Drop-In Center..

Agency Responsible

## **Measurable Objective #3:**

By 6-30-01, develop and provide Drop-In Center services to 3,000 youth.

**HPPIDU** 

Key Activities:	Timeline
1. Implement curricula on <b>HIV</b> prevention; Hepatitis prevention, <b>STD</b> 's	Qtrs. 1-4
2. Scheduled youth hours will take place.	Qtrs. 1-4
3. Provide recreation, entertainment, food, projects, arts, <b>crafts</b> and referrals.	<b>Qtrs</b> . 14

### Measurable Objective #9:

By 6-30-01, 12 workshops will be provided to high-risk youth participants.

**HPPIDU** 

Kev Activities:	Timeline
1. <b>Collaborate</b> with other agencies in order to provide workshops	_
such as, wellness, civil rights, sexual abuse, parenting, violence	
prevention, basic reproductive health, CPR, overdose prevention.	Qtrs. 1-4
2. Advertise workshops at Drop-In Center and in other venues.	Qtrs. 1-4
3. Conduct workshops.	Qtrs. 1-4
4. Have participants evaluate workshops.	Otrs. 1-4

Evaluation: Maintain log of all workshops conducted, number and demo-graphics of participants. Keep all participant evaluations.

# Goal Statement #2:

Maintain positive relationships with community and individuals to promote a supportive environment for the Drop-In Center.

## **Measurable Objective #1:**

By 6-30-01, conduct on-going meetings with community leaders such as, law enforcement, business associations, neighborhood associations, city council and other agencies.

HPPIDU

Ke	v Activities:	<u>Timeline</u>
1.	Conduct meetings in order to educate and/or problem-solve	
	issues as they arise.	Qus. 1-4

**Evaluation:** Maintain all meeting notes and decisions.

### **Measurable Objective #2:**

By S-30-00, host an open house at the Drop-In Cent& and invite community and participants.

HPPIDU

Kev Activities:	<u>TimeIine</u>
1. Choose date for open house.	Qtrs. 1
2. Advertise open house in a variety of venues, such as flyers	
in community, mailings, etc.	Qus. 1
3. Host open house for community members, service providers	
and participants.	Qtrs. I

C-2

**Evaluation:** Maintain records of flyers, date of open house and other documentation of ooen house.

# **Goal Statement #3:**

Provide technical assistance to the State Office of AIDS and other Youth Drop-In Center projects regarding the development and implementation of the projects.

Key	Activities:	<u>Timeline</u>
1.	Meet with State and local representatives to plan the	Qtrs. 1-4
	development and implementation of the ten State-funded	
	Youth Drop-in Centers.	



### Scope of Work for HIPPIDU "UFO" (U Find Out) Project

- 1. HIPPIDU will make available testing for hepatitis (A,B and C) infections and HIV infection to clients who come to the Drop-in Centers in Santa Cruz and Watsonville.
- 2. There will be pre- and post-counseling associated with hepatitis/HIV testing, per a protocol approved by the Health Services Agency.
- 3. HIPPIDU will complete a "UFO Study" (attached) data sheet for each client who is tested.
- 4. HIPPIDU will offer immunizations to prevent hepatitis A and B to all participants who are, per laboratory analysis, candidates for vaccination. HJPPJDU will have in place a system to remind/recall clients regarding second and/or third doses of those vaccines which require multiple doses.
- 5. HIPPIDU will prepare quarterly invoices and reports for the Health Services Agency. The reports will include summary data on the number of clients served for testing and immunizations. HIPPTDU will make available to the Health Services Agency the completed "UFO Study" forms for analysis by the Health Services Agency epidemiologist. The Health Services Agency will provide HIPPIDU with epidemiological analyses of the data collected by HJPPJDU.
- 6. The reports and invoices are due to the Health Services Agency no more than 30 days following the end of the quarter in which services occurred. The quarters are: July September; October December; January March; and April June.



D-3

#### **EXHIBIT D - FISCAL AND PAYMENT PROVISIONS**

- 1. <u>COMPENSATION.</u> In consideration for CONTRACTOR providing services described in Exhibit C-I C-2, & C-3 (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$257,561.00** as detailed in the attached Program Budget (Exhibit D-I), which by this reference is made part of this agreement. Total contract amount is based on and limited to the availability of funding via the County budget and the State Master Grant Agreement. If Master Grant Agreement funding is reduced or eliminated, the amount available for services provided under this agreement will likewise be reduced or eliminated. COUNTY funds will be used to fund services under project #3 of this agreement.
- 2. <u>MONTHLY PAYMENT.</u> CONTRACTOR may elect to receive compensation advanced in monthly installments of 1/12th of the maximum contract amount as shown in Paragraph D(1) above. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon COUNTY approval. Any unused funds exceeding the carry-over base shall be offset against the next months advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs.
- 3. <u>PARTIAL PERFORMANCE.</u> In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.
- 4. <u>BUDGET CONTROL.</u> With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount by funding source of the contract is not exceeded.

# HIV PREVENTION PROJECT FOR INJECTION DRUG USERS COMBINED THREE PROJECT/PROGRAM BUDGET

CONTRACT No.
BUDGET YEAR 7/100 TO 6/30/01

				II		HIPPIDU-E & P I			DROP-IN II		HEPATITIS-"UFO"		GRAND II
		DD 0	LEOT	 		7/1/00-6/30/01 I		7/1/00-€	8/30/01 I		7/1/00-6/30/01 I		TOTAL II
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	Program Administrator	•	32,708 1		4%	14,232 I			4,906 II		•	Ψ 	31,616 II
	Outreach Worker		16,421		9%	3,120 I			- II		=	Ï	3,120 II
	Outreach Worker		16,421		9%	3,120 I			- 11		-	Ï	3,120 II
	Youth Program Coord		26,571	-		•	67.50%		25,000 II			II	25,000 II
	Administrative Asst		,	I		- i			, 			II	´- II
	Phlebotomist #1			II		ı	I		II	0.15	4,660	II	4,660 II
	Phlebotomist #2			II		ı	I		II	0.15	4,660	II	4,660 II
	Interviewer/Counselor#1			II		I	II		II	0.02	3,326	II	3,326 II
	Interviewer/Counselor#2			II		i	II		II	0.02	3,326	II	3,326 II
	Interviewer/Counselor#3			II		ı	I		II	0.02	3,326	II	3,326 п
				II			I		II			II	II
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	SUB-TOTAL (PERS)					\$ 42,972 I		\$	44,444 II		\$ 31,624	II	119,240 II II
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				II		ļ	I		II				II
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C.	SERVICES & SUPPLIES						I	_				 	
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	TOTAL BUDGET			ı	L	\$ 68,761	' [	\$	66,600 II		Ψ 100,000	II 🗳	207,001
	SCOPE OF WORK					C-1		c-2			c-3		





0-2 PAJE 0-2 1570

- 1. <u>FISCAL/PROGRAMMATIC REPORTS.</u> CONTRACTOR shall submit written quarterly program progress reports of operations, using the "Fiscal/Programmatic Performance Report Form" (Exhibit E-I) which by this reference is made part of this agreement. Quarterly reports are due within fifteen (15) days after the end of the quarter. If such reports are not submitted in a timely manner, payment of claims may be withheld. CONTRACTOR further agrees to provide any additional program progress or other reports in the format and according to the reporting due dates that may be required by the State or federal government.
- 2. <u>ANNUAL COST REPORT.</u> For each fiscal year or portion thereof that this agreement is in effect, CONTRACTOR shall provide COUNTY with copies of an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Health Services and in accordance with any other written guidelines that may be provided by COUNTY. If this agreement is terminated or cancelled prior to **the close** of the fiscal year, the annual cost report shall be for that agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- 3. <u>EVALUATION PLAN.</u> CONTRACTOR will submit to COUNTY by September **30, 2000** an evaluation plan for each reimbursed service provided under this agreement. The Evaluation Plan must meet requirements established by the State Office of AIDS. If the State Office of AIDS does not require a specific Evaluation Plan format and Plan submission date, the local HIV Services Consortium or COUNTY may establish the format and Plan submission date. The Evaluation Plan may include, but not be limited to, such elements as site visits to interview CONTRACTOR's staff or to **review** records, cost benefit analysis, or various client satisfaction measures.
- 4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. CONTRACTOR shall sign the attached "Certification Regarding Environmental Tobacco Smoke," (Exhibit E-2, which by this reference is made part of this agreement and return the signed Certification to COUNTY.

0239

### Exhibit E-2

### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the activities are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provisions of services for children as defined by the Act.

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

Stephanie M.	Alison,	MSW
NAME: Strola	عسقف	di-
TITLE: Co-Chair	Board	of Directors
GRANT NUMBER: _		
STATE:		

	<b>00</b>	S	ANTA CRUZ (	COUNTY HIV	CARE CONS	ORTIUM				
			Fiscal/Pro	ogrammatic	Performance	Report				
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ogr	arn Name:									
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	Sew Clients Served This Repotting Period	Men	Women	Children	Whites	Latinos	AA's	NA's	Other	_
	<b>lients</b> Previously Reported This <b>Year</b>	Men	Women	Children	Whites	Latinos	AA'S	NA's	Other	_
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