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HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

July 10, 2001

Agenda: August 7, 2001

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-1067, GAPP-1068, G2AP-1062, F2AP-1063,  
F3TO-1068 and G3TO-1068**

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 2001-2002 fiscal year.

Agreement FAPP-1067 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 \$733,877 for these services.

Agreement GAPP-1068 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 \$763,503 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-1062, which provides a total amount of \$298,747, and F2AP-1063 which provides a total amount of \$1,046,933, are the contracts through which HRA will provide these services.

## BOARD OF SUPERVISORS

Agenda: August 7, 2001

California Department of Education Agreements

Page 2

Finally, F3TO-1068 and G3TO-1068 provide child care subsidies to income eligible families who have successfully transitioned off public assistance. These agreements are for \$469,120 (F3TO-1068) and \$366,836 (G3TO-1068).

All of these agreements, along with funding terms and conditions, which describe the requirements for each agreement, are on file with the Clerk of the Board. Funds were allocated for these services in the FY2001-2002 Human Resources Agency budget, and therefore, no additional budgetary action is required.

The agreements with the Department of Education described in this letter will provide for essential supportive services to assist families in our community. IT IS THEREFORE RECOMMENDED that your Board take the following actions:

1. Adopt the attached Resolution certifying your Board's approval to accept Agreement FAPP-1067 with the California Department of Education for \$733,877 (Attachment 1), and authorize the Human Resources Agency Administrator to execute Agreement FAPP-1067 and to make subsequent minor changes thereto when appropriate and necessary; and
2. Adopt the attached Resolution certifying your Board's approval to accept Agreement GAPP-1068 with the California Department of Education for \$763,503 (Attachment 2), and authorize the Human Resources Agency Administrator to execute Agreement GAPP-1068, and to make subsequent minor changes thereto when appropriate and necessary; and
3. Adopt the attached Resolution certifying your Board's approval to accept Agreement G2AP-1062 with the California Department of Education for \$298,747 (Attachment 3), and authorize the Human Resources Agency Administrator to execute Agreement G2AP-1062, and to make subsequent minor changes thereto when appropriate and necessary; and
4. Adopt the attached Resolution certifying your Board's approval to accept Agreement F2AP-1063 with the California Department of Education for \$1,046,933 (Attachment 4), and authorize the Human Resources Agency Administrator to execute Agreement F2AP-1063, and to make subsequent minor changes thereto when appropriate and necessary; and

BOARD OF SUPERVISORS

Agenda: August 7, 2001

California Department of Education Agreements

Page 3

5. Adopt the attached Resolution certifying your Board's approval to accept Agreement F3TO-1068 with the California Department of Education for \$469,120 (Attachment 5), and authorize the Human Resources Agency Administrator to execute Agreement F3TO-1068, and to make subsequent minor changes thereto when appropriate and necessary.
  
6. Adopt the attached Resolution certifying your Board's approval to accept Agreement G3TO-1068 with the California Department of Education for \$366,836 (Attachment 6), and authorize the Human Resources Agency Administrator to execute Agreement G3TO-1068, and to make subsequent minor changes thereto when appropriate and necessary.

Very truly yours,



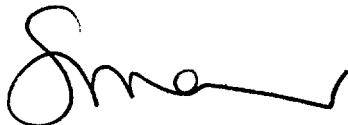
CECILIA ESPINOLA

Administrator

Attachments

CE:BL:N\BoardLetters\FY2001-02\CareerWorks\Child Care Only\CDE Contracts 01-02\_8-01

RECOMMENDED:



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Susan A. Mauriello

County Administrative Officer

cc. County Counsel

Auditor/Controller

**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-1067 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- 1067 in the amount of \$733,877 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- 1067 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 7th day of August 2001, 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  
*John 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. 01-02** 0399

DATE: July 01, 2001

CONTRACT NUMBER: FAPP-1067

PROGRAM TYPE: CCDF ALTERNATIVE PAYMENT

PROJECT NUMBER: 44-K445-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**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 - available online at <http://www.ca.gov/>) and the CURRENT APPLICATION which by this reference are 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 01, 2001 through June 30, 2002. 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 \$733,877.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 248

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:

ce of the County Counsel

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
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 \$ 733,877	PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal	Department of General Services use only
PRICER AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 733,877	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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	

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**STANDARD PROVISIONS FOR STATE CONTRACTS**

0400

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 aid 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. 3-85)**

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 or both and the contractor may be ineligible for award of any future state contracts if the COE 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 AGENCY

0401

CONTRACT NUMBER: FAPP-1067

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 290,824	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 13694-K445	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 290,824	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 443,053	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14153-K445	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 443,053	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
	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. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	47

## 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATERS

**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 -



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.

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>
<b>SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY</b>	<b>FAPP-1067</b>
<b>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Cecilia Espinola, Human Resources Agency Administrator	
<b>SIGNATURE</b>	<b>DATE</b>

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS) 0 40 3**

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 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)

**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. GMP-1068 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-1068 in the amount of \$763,503 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-1068 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 7th day of August 2001, 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. 01 - 02 0405

DATE: Julv 01, 2001

CONTRACT NUMBER: GAPP-1068

PROGRAM TYPE: ALTERNATIVE PAYMENT

PROJECT NUMBER: 44-K445-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

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 - available online at http://www.cde.ca.gov/) and the CURRENT APPLICATION which by this reference are 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, 2001 through June 30, 2002. 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 \$763,503.00.

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

Minimum Days of Operation (MDO) Requirement 248

APPROVED AS TO FORM:

By: [Signature] Office of the County Counsel

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, addresses, and financial details like amount encumbered and program category.

**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(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 contractor 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 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-1062 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-1062 in the amount of \$298,747 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-1062 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 7th day of August 2001, 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. 01 - 02**
**DATE:** Julv 01,2001

**CONTRACT NUMBER:** G2AP-1062

**PROGRAM TYPE:** ALTERNATIVE  
PAYMENT-STAGE2

**PROJECT NUMBER:** 44-K445-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**
**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 01, 2001 through June 30, 2002. 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 **\$298,747.00**.

**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 Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator			
TITLE Manager Contracts Office		ADDRESS 1000 Emeline Avenue, Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 298,747	PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs	FUNDTITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached Transfer to SSF				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 298,747	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.	E.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

STANDARD PROVISIONS FOR STATE CONTRACTS

0409

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 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 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. 3-85)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or do 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).
3. 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.
2. 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 COE 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 AGENCY 0410

CONTRACT NUMBER: G2AP-1062

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 267,283	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 23367-K445		Transfer to SSF	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 267,283	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,144	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 24048-K445		Transfer to SSF	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 22,144	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,320	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 24174-K445		Transfer to SSF	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,320	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 12001	FISCAL YEAR 12001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 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. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

47



**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-1063 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-1063 in the amount of \$1,046,933 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- 1063 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 7th day of August 2001, 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. 01 - 02**

DATE: Julv 01, 2001

CONTRACT NUMBER: F2AP-1063

 PROGRAM TYPE: CCDF ALTERNATIVE  
PAYMENT-STAGE 2

PROJECT NUMBER: 44-K445-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**
**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 01, 2001 through June 30, 2002. 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 \$1,046,933.00.

**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 Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Espinola, HRA Administrator			
TITLE Manager Contracts Office		ADDRESS 1000 Emeline Avenue, Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,046,933	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				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,046,933	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 expenditures stated above.		T.E.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached <u>47</u>		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 (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 12 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 COE 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 AGENCY

CONTRACT NUMBER: F2AP-1063

0414

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 33,744	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14047-K445	FC# 93.596	PC# 000179	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 33,744	ITEM 30.10.020. 6100-196-0890	CHAPTER 324	STATUTE 1998	FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 241,407	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 \$ 241,407	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 152,238	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14173-K445	FC# 93.575	PC# 000175	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 152,238	ITEM 30.10.020. 6100-196-0890	CHAPTER 50	STATUTE 1999	FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 619,544	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 \$ 619,544	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
	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	

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## 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 participant; 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

.) 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)**

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 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.)

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

NAME OF APPLICANT		CONTRACT#/PROJECT #	
SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY		F2AP-1063	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Cecilia Espinola, Human Resources Agency Administrator			
SIGNATURE		DATE	

**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-1068 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-1068 in the amount of \$469,120 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-1068 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 7th day of August 2001, 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*  
nty Counsel

DISTRIBUTION: County Administrative Office  
                  County Counsel  
                  Human Resources Agency

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) 0418

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 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.)

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

NAME OF APPLICANT SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY		CONTRACT #/PROJECT # F3TO-1068
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Cecilia Espinola, Human Resources Agency Administrator		
SIGNATURE	DATE	



CONTRACTOR'S NAME: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

0419

CONTRACT NUMBER: F3TO-1068

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 395,012	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 \$ 395,012	ITEM 30.10.020.012 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 74,108	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14049-K445	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 74,108	ITEM 30.10.020.012 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002	
	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.  SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO	B.R. NO
	DATE  <b>47</b>	

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 with 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 12900 (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 false certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.

## 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 anti-trust 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


**CALIFORNIA DEPARTMENT OF EDUCATION**

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

**F.Y. 01 - 02**
**DATE:** Julv 01, 2001

**CONTRACT NUMBER:** F3TO-1068

**PROGRAM TYPE:** CCDF ALTERNATIVE  
PAYMENT-STAGE 3

**PROJECT NUMBER:** 44-K445-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**
**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 (Timing Out) 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 01, 2001 through June 30, 2002. 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 **\$469,120.00**

**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 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 \$ 469,120	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
	(OPTIONAL USE) See Attached				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 469,120	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			

**ATTACHMENT 6**

**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. G3TO-1068 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. G3TO-1068 in the amount of \$366,836 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. G3TO- 1068 as appropriate and necessary.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 7th day of August 2001, 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. 01 - 02

DATE: July 01, 2001

CONTRACT NUMBER: G3TO-1068

PROGRAM TYPE: CALWORKS - STAGE 3 TIMING OUT

PROJECT NUMBER: 44-K445-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

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 (Timing Out) CHILD CARE AND DEVELOPMENT FUND -FUNDING TERMS AND CONDITIONS (FT&C) AND THE CURRENT APPLICATION which are by this reference incorporated into this contract.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 01, 2001 through June 30, 2002. 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 \$366,836.00.

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

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, addresses, and financial details like amount encumbered and program category.

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**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 (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 NOS), 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-9, 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 false certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.