

County of Santa Cruz

0183

HEALTH SERVICES AGENCY

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

HEALTH SERVICES AGENCY
ADMINISTRATION

December 18, 2001

AGENDA: January 8, 2002

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

RE: Approval of HSA Contract Agreements and Related Actions

Dear Members of the Board:

The Health Services Agency (HSA) is requesting your Board's approval on the following contract agreements and amendments, which are on file with the Clerk of the Board.

State Revenue Agreement for Youth Development and Crime Prevention – The State requires a resolution from your Board authorizing HSA to sign this revenue agreement. This \$177,930 contract funds the substance abuse treatment portion of the joint HRA / HSA grant program approved by your Board on October 16, 2001. This program provides services to youth that are at risk of criminal involvement due to low levels of developmental assets.

Center for Applied Local Research – This amendment will add \$6,000 to the current year contract and extend the contract to FY 2002-03 with another \$6,000 to provide evaluation services for the Federal Drug Court Enhancement Grant. This is a required component of the grant and funding is completely provided by the grant.

Santa Cruz City Schools – This \$25,835 agreement will augment the \$12,635 included on the 2001-02 Continuing Agreements List for this vendor with \$13,200 in Proposition 10 grant funds to provide parenting education classes for alcohol and drug abusing parents.

Nursefinders – This on going agreement provides nursing resources at the Jail Medical Unit when shifts cannot be filled with regular or extra-help employees. This amendment updates the rates to the vendor's current charge schedule.

Family Service Agency of the Central Coast – This amendment changes the name of the vendor to its new legal name. This agreement provides suicide prevention and peer counseling services.

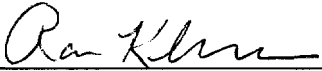
Proposition 10 revenue contracts – These four agreements with the Children's and Families First Commission will provide funding for the Proposition 10 programs that were approved by your Board during budget hearings. These programs include; drug and alcohol assessments, treatment and education services; Public Health high risk infants, child car seats, dental disease prevention and other prevention program; and benefit advocacy services to County residents.

Sufficient funds exist within HSA's budget to implement these agreements and no new county funds are needed or requested.

It is, therefore, RECOMMENDED that your Board:

1. Approve the agreements on file with the Clerk of the Board with: Center for Applied Local Research, Contract No. 1471, increasing the maximum amount by \$6,000 to \$13,000, Santa Cruz City Schools, Contract No. 900, with a maximum amount of \$25,835, Nursefinders, Contract No. 2531, incorporating a new rate schedule, Family Services Agency of the Central Coast, Contract No. 492, incorporating the organizations new legal name, and four new revenue agreements with the Children's and Families First Commission in the maximum amounts of \$180,000, \$139,440, \$100,000 and \$80,000, to provide various health services and authorize the Health Services Administrator to sign; and
2. Adopt the attached resolution approving the State Standard Agreement for the Youth Development and Crime Prevention Grant program and authorizing the Health Services Administrator to sign the agreement; and
3. Direct the Clerk of the Board to forward two (2) certified copies of the Resolution to the Health Services Agency for processing to the State.

Sincerely,


 Rama Khalsa, Ph.D.
 Health Services Administrator

RECOMMENDED:


 Susan A. Mauriello
 County Administrative Officer

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

**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 SIGNATURE OF THE YOUTH DEVELOPMENT AND CRIME PREVENTION
AGREEMENT BETWEEN THE STATE DEPARTMENT OF ALCOHOL AND DRUG PROGRAM
AND THE COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY**

WHEREAS, the County of Santa Cruz desires to improve services and care to children and adolescents; and

WHEREAS, the State of California has awarded grant funding to the County of Santa Cruz to deliver Youth Development and Crime Prevention services; and

WHEREAS, the Board of Supervisors of Santa Cruz County desires to enter into an Agreement between the State of California, Department of Alcohol and Drug Programs, and the County of Santa Cruz for the period of July 1, 2001, until June 30, 2002, for purposes of fulfilling these work objectives.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the County of Santa Cruz Board of Supervisors, hereby authorizes the Health Services Agency Administrator to sign and execute such an agreement with the Department of Alcohol and Drug Programs to achieve the objections as outlined above.

PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this 8th day of January, 2002, by the following vote:

AYES:	SUPERVISORS
NOES:	SUPERVISORS
ABSTAIN:	SUPERVISORS

Chair of the Board

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

Tammy A. Oberkrom
Assistant County Counsel

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)
BY: [Signature] (Signature) 12/19/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency)
and SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (Name/Address)
2. The agreement will provide funding for the Prop 10 Alcohol and Drug Programs

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ n/a revenue ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: revenue agreement in the amount of \$180,000

5. Detail: ☐ On Continuing Agreements List for FY _____, Page CC-_____, Contract No: _____ OR ☒ 1st Time Agreement

☐ Section II No Board letter required, will be listed under Item 8

☐ Section III Board letter required

364032

0697 \$58,308

☒ Section IV Revenue Agreement

364012

0697 \$14,765

364042

0697 \$106,927

6. Appropriations/Revenues are available and are budgeted in _____ (Index) _____ (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations ~~are~~ are not ~~available and~~ will be ~~have been~~ encumbered.

Contract No: R764

By: [Signature]
Auditor-Controller Deputy

Date: 2/27/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency

Date: 12-28-01

By: [Signature] (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the agreement request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)

Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
033	TC110					
Auditor Description	Amount	Index	Sub object	User Code		

(A)

0187

Contract No.

SERVICE AGREEMENT

1. PARTIES TO AGREEMENT: The SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION, hereinafter called "COMMISSION", and Health Services Agency-Alcohol and Drug Programs, hereinafter called "CONTRACTOR", hereby agree as follows:

2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 2001 and shall continue in effect through June 30, 2002 unless sooner terminated in accordance with paragraph 18.

3. BASIS OF PAYMENT:

A. In consideration of services rendered, COMMISSION shall pay CONTRACTOR on the basis of appropriate claims submitted to the Children and Families Commission in accordance with Exhibit "A" ("Expenditures Positions and Salaries"), incorporated herein by reference, to be submitted by CONTRACTOR to COMMISSION prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COMMISSION to CONTRACTOR under this Agreement exceed the sum of \$180,000. These funds may not be used to supplant other funds.

B. In accordance with Exhibit "A" ("Expenditures Positions and Salaries"), CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies." Transfers within the "Salaries and Benefits" category may also be made. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" may be made providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Executive Director of the Children and Families Commission.

C. All fixed assets purchased under this Agreement, and valued in excess of \$1,000.00 at the time of purchase, shall become the property of the COMMISSION at the conclusion or termination of this Agreement.

D. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COMMISSION for any payments made under this Agreement.

033

E. CONTRACTOR will receive four quarterly advances by the 15th day of the first month of each quarter. Prior to granting advances, CONTRACTOR must submit a grant request/expenditure report form as provided by the COMMISSION.

F. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COMMISSION as loss payee, an original certificate for which must be submitted to the COMMISSION as **part** of the advance request and at renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COMMISSION programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

H. A grant request/expenditure report for each fiscal quarter (or quarter plus one month where applicable for the first quarter] must be submitted to the COMMISSION no later than the 20th day of the month following the end of the quarter. The final report is due to the COMMISSION on July 31, 2002. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COMMISSION at that time.

4. PERFORMANCE STANDARDS, DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of client outcome evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR agrees to participate and cooperate fully with the evaluation services vendor selected by the COMMISSION. CONTRACTOR shall comply with all the client outcome objectives, terms and conditions and all other requirements contained in the COMMISSION approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference. The CONTRACTOR agrees to cooperate fully with other service providers as directed by the COMMISSION.

B. ^{Unless} CONTRACTOR ^{is a public entity it} shall submit evidence of incorporation by the State of California to the COMMISSION in order for payments to be made to CONTRACTOR. ↙

Payments to CONTRACTOR will not be made if Articles of Incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COMMISSION on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COMMISSION, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report any performance level which drops below 85% of the measurable objectives specified in Exhibit B, shall explain, and shall provide a written plan to correct said non-performance.

D. CONTRACTOR shall be responsible for reporting to COMMISSION any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COMMISSION. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final quarterly report to COMMISSION.

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when quarterly reports have not been submitted to COMMISSION by CONTRACTOR within thirty (30) days following the end of a quarter.

G. If applicable, CONTRACTOR agrees to comply with all the special conditions contained in Exhibits "C" ("Amendment of Auto Liability Insurance Requirement"), "C 1" ("Amendment of Comprehensive or Commercial General Liability Insurance Requirement"), or "C2" ("Insurance Representations by CONTRACTOR"), attached hereto and incorporated herein by reference, in the provision of services under this Agreement.

H. The CONTRACTOR agrees that whenever information related to the program funded under this contract appears on or in purchased materials, reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the Santa Cruz County Children and Families Commission according to the COMMISSIONS Acknowledgement Guidelines.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the COMMISSION, the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless ~~the County of Santa Cruz and~~ the COMMISSION (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against: GK

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which ~~the County of Santa Cruz or~~ the COMMISSION may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County of Santa Cruz or the COMMISSION, Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. GK

B. Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE? CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any GK

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An insured public entity shall be exempt from the requirements of this paragraph, otherwise,

insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall be provided in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if the subparagraph is initialed by CONTRACTOR and COMMISSION ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration date of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement

coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. .

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The Santa Cruz County Children and Families Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with the Commission."

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Executive Director, Santa Cruz County Children and Families Commission, P.O. Box 1457, Capitola, CA 95010"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement and the time of renewal of each required insurance policy with Certificates of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when Certificates of Insurance have not been submitted to COMMISSION by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: The Children and Families Commission, P.O. Box 1457, Capitola, California 95010.

9. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status,

sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship); employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COMMISSION and shall be based on the Definitions authorized by the Santa Cruz County General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COMMISSION Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012), identifying the sex, race, physical or mental disability, and job classification of its employees, and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of Subparagraph 9B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within **30** days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11 RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal and State governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of **1990** and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COMMISSION.

B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COMMISSION for the performance of any subcontractor.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

14. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing. Exhibits attached to this agreement and incorporated by reference are checked as follows:

<u> X </u>	Exhibit A, "Expenditures/Positions and Salaries"
<u> X </u>	Exhibit B, "Scope of Work Plan - FY 00/01"
<u> </u>	Exhibit C, "Amendment of Automobile Liability Insurance Requirement"
<u> </u>	Exhibit C1, "Amendment of Comprehensive or Commercial General Liability Insurance Requirement"
<u> </u>	Exhibit C2, "Insurance Representations By Contractor"

15. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (Worker's Compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

B. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than

the COMMISSION supplies the instrumentalities, tools, and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

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

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

17. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COMMISSION for the fiscal year for the purposes of these programs. In addition, this contract is subject to **any** additional restrictions, limitations, or conditions enacted either by the State or Federal government, which may affect the provisions, terms, or funding of this contract in **any** manner.

18. EARLY TERMINATION: This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

SIGNATURE PAGESANTA CRUZ COUNTY CHILDREN
AND FAMILIES COMMISSIONDATED: 6/22/01 By: Rafael López (RB)Executive Director, Santa Cruz County Children
and Families Commission

CONTRACTOR

DATED: _____ By: _____
CONTRACTOR's Auth. Representative_____
Typed Name/TitleRama Khalsa HSA Administrator
County of Santa Cruz
Health Services Agency
4080 Emeline Ave
Santa Cruz, CA 95060
(831) 454-4000
94-6000534Distribution: Auditor-Controller
Contractor

(prop10contract6-20-01)

APPROVED AS TO FORM:

By: Harry A. Oberhelman III
Office of the County Counsel
12/17/01Approved as to insurance
By: Janet McKinley
Risk Manager
Date 12-18-2001

Exhibit A
Expenditure/Positions and Salary

HSA Alcohol and Drug Programs

	Total Program Budget 12 Months
SALARIES/BENEFITS	
7000 Salaries Total	42,141
7100 Health/Retirement	9,839
7200 Payroll Taxes	3,224
TOTAL SALARIES/BENEFITS	55,204
8000 Professional Services	
8010 Indep. Prof. Consultants	
8100 Supplies	
8200 Telephone	1,200
8300 Postage & Shipping	
8400 Occupancy Total	
8500 Rent/Maintenance of Equip.	
8600 Printing & Publications	
8700 Travel & Transportation	816
8900 Assistance to Individuals	
9000 Membership Dues	
9100 Awards & Gifts	
9200 Interest Expense	
9300 Insurance/Bond	
9400 Miscellaneous	400
9600 Dist. Of Program Costs	
9691 Payment/Affiliated Orgs.	122,380
TOTAL SERVICES/SUPPLIES	124,796
GRAND TOTAL EXPENSES	180,000

vs. 73,073 = 17,869

vs. 106,927 17,869

9. Scope of Work Plan:

Strategy Code and Description: HC - 6 Drug and alcohol treatment

Definitions: A client outcome objective is a specific, measurable statement of the service's intended effect on a client's knowledge, attitude, condition and/or behavior. A method of measurement is a specific, identified data source that measures the client outcome objective.

Please indicate measurable client outcome objectives.	Summary of implementation activities to meet objectives. Please indicate if the program is not a 12-month program.	For each objective, please indicate the method of measurement.
<p><u>Reunification</u>: The rate of successful family reunifications will increase to 70% over the current rate of 50%</p> <p><u>Reduced Alcohol and Drug Use</u>: 70% of parents who participate in alcohol and drug treatment will demonstrate reductions in alcohol and drug use.</p> <p><u>Improved Parenting Skills</u>: 85% of parents who participate in parenting classes will demonstrate improved knowledge of parenting skills.</p>	<p><u>Assessment</u>: The Alcohol and Drug Case Manager will conduct at least 50 assessments per year.</p> <p><u>Treatment</u>: At least 45 parents per year will participate in alcohol and drug treatment based upon needs identified in an individualized assessment and treatment plan.</p> <p><u>Parenting Classes</u>: At least 45 parents per year will participate in an 8-week, 2 hour per week parenting skills class.</p> <p><u>Ancillary Services</u>: CWS staff will assess family needs related to housing, employment, health care and other services, and case manage referrals to services.</p>	<p><u>Reunification</u>: CWS will track court orders related to family reunifications and termination of parental rights.</p> <p><u>Reduced Alcohol and Drug Use</u>: The existing standardized HSA Alcohol and Drug Program client outcome data collection system will measure client alcohol and drug use 60 days pre- and post treatment. Client self-reports will be corroborated by urinalysis and breathalyzer data where available.</p> <p><u>Improved Parenting</u>: Changes in knowledge about positive parenting will be measured through pre- and post-tests administered at parenting classes.</p>

EXHIBIT "B", PAGE 2
SCOPE OF WORK PLAN AMENDMENTS
AND/OR CONDITIONS OF GRANT AS DIRECTED BY
THE CHILDREN AND FAMILIES COMMISSION

1. CONTRACTOR will provide units of service as outlined in the original application submitted to the COMMISSION.
2. CONTRACTOR will place the COMMISSION logo, provided by the COMMISSION, on all materials purchased with COMMISSION funding as outlined in Section 4H of the contract.
3. CONTRACTOR agrees to seek additional funding from all available state and federal sources to leverage COMMISSION funds.
4. CONTRACTOR agrees to work cooperatively with Families In Transition (FIT) in referring clients in need of housing assistance.

EXHIBIT C

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(2) of Contract No. _____, dated June 1, 2001, by and between SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is hereby amended to read as follows:

 / Reduction in Requirements

CONTRACTOR represents to COMMISSION that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation, COMMISSION amends Section 8A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COMMISSION further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 8B (2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective **6/1/01**.

EXHIBIT C1

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT**

~~St~~ bparagraph 8A(3) of Contract No. _____, dated 6/1/01, by and between SANTA CRUZ COUNTY CHILDREN **AND** FAMILIES COMMISSION (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is amended to read as follows:

___/___ 1. Guest Speaker Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

___/___ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to **any** reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

___/___ 3. General No **Risk** Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely **as** follows:

_____. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COMMISSION as initialed and executed below, compliance with Subparagraphs 8B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

 —/ Additional Insured [8B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it is unable to obtain an endorsement adding COMMISSION as an additional insured pursuant to Subparagraph 8B(2). In reliance thereon, COMMISSION hereby waives said requirement.

 —/ Notice of Cancellation [8B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). CONTRACTOR hereby covenants and represents that it will notify COMMISSION in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). In reliance thereon, and upon performance of said covenant, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(3).

 / Certificate of Insurance [8B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 8B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor ~~Controller~~

FROM: HEALTH SERVICES AGENCY (Department)

BY: [Signature] (Signature) 12/19/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency)
and SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (Name/Address)

2. The agreement will provide FOR THE HIGH RISK INFANT PROGRAM UNDER PROP 10

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ n/a revenue ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: revenue agreement in the amount of \$139,440

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☒ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 362750 (Index) 0697 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations ~~re~~ available and have been encumbered.
~~re~~ ot will be

Contract No: R764

BY: Deuce Harrison
Auditor-Controller Deputy

Date: 12/27/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 12/28/01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title ☒ Section 300 Proc Man

By: Deputy clerk

AUDITOR/CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
033						
IC110						
Auditor Description		Amount	Index	Sub object	User Code	

(B)

0205

Contract No.

SERVICE AGREEMENT

the County of Santa Cruz by and through the

1. PARTIES TO AGREEMENT: The SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION, hereinafter called "COMMISSION", and Health Services Agency-High **Risk** Infant Program, hereinafter called "CONTRACTOR", hereby agree as follows: 9K

2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 2001 and shall continue in effect through June 30, 2002 unless sooner terminated in accordance with paragraph 18.

3. BASIS OF PAYMENT:

A. In consideration of services rendered, COMMISSION shall pay CONTRACTOR on the basis of appropriate claims submitted to the Children and Families Commission in accordance with Exhibit "A" ("Expenditures/Positions and Salaries"), incorporated herein by reference, to be submitted by CONTRACTOR to COMMISSION prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COMMISSION to CONTRACTOR under this Agreement exceed the sum of \$139,440. These **funds** may not be used to **supplant** other funds.

B. In accordance with Exhibit "A" ("Expenditures/Positions and Salaries"), CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies." Transfers within the "Salaries and Benefits" category may also be made. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" may be made providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Executive Director of the Children and Families Commission.

C. All fixed assets purchased under this Agreement, and valued in excess of \$1,000.00 at the time of purchase, shall become the property of the COMMISSION at the conclusion or termination of this Agreement.

D. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COMMISSION for any payments made under this Agreement.

E. CONTRACTOR will receive four quarterly advances by the 15th day of the first month of each quarter. Prior to granting advances, CONTRACTOR must submit a grant request/expenditure report form as provided by the COMMISSION.

F. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COMMISSION as loss payee, an original certificate for which must be submitted to the COMMISSION as part of the advance request and at renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COMMISSION programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

H. A grant request/expenditure report for each fiscal quarter (or quarter plus one month where applicable for the first quarter) must be submitted to the COMMISSION no later than the 20th day of the month following the end of the quarter. The final report is due to the COMMISSION on July 31, 2002. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COMMISSION at that time.

4. PERFORMANCE STANDARDS, DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of client outcome evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR agrees to participate and cooperate fully with the evaluation services vendor selected by the COMMISSION. CONTRACTOR shall comply with all the client outcome objectives, terms and conditions and all other requirements contained in the COMMISSION approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference. The CONTRACTOR agrees to cooperate fully with other service providers as directed by the COMMISSION.

B. ~~CONTRACTOR~~ shall submit evidence of incorporation by the State of California to the COMMISSION in order for payments to be made to CONTRACTOR. *gk*

Unless CONTRACTOR is a public entity it

Payments to CONTRACTOR will not be made if Articles of Incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COMMISSION on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COMMISSION, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report any performance level which drops below 85% of the measurable objectives specified in Exhibit B, shall explain, and shall provide a written plan to correct said non-performance.

D. CONTRACTOR shall be responsible for reporting to COMMISSION any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COMMISSION. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final quarterly report to COMMISSION.

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when quarterly reports have not been submitted to COMMISSION by CONTRACTOR within *thirty (30)* days following the end of a quarter.

G. If applicable, CONTRACTOR agrees to comply with all the special conditions contained in Exhibits "C" ("Amendment of Auto Liability Insurance Requirement"), "C1" ("Amendment of Comprehensive or Commercial General Liability Insurance Requirement"), or "C2" ("Insurance Representations by CONTRACTOR"), attached hereto and incorporated herein by reference, in the provision of services under this Agreement.

H. The CONTRACTOR agrees that whenever information related to the program funded under this contract appears on or in purchased materials, reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the Santa Cruz County Children and Families Commission according to the COMMISSIONS Acknowledgement Guidelines.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the COMMISSION, the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless ~~the County of Santa Cruz and the~~ COMMISSION (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against: GK

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which ~~the County of Santa Cruz or~~ the COMMISSION may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County of Santa Cruz or the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. GK

B. Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any GK

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An insured public entity shall be exempt from the requirements of this paragraph, otherwise,

insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall be provided in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if the subparagraph is initialed by CONTRACTOR and COMMISSION ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration date of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement

coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. .

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The Santa Cruz County Children and Families Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with the Commission."

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

This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Executive Director, Santa Cruz County Children and Families Commission, P.O. Box 1457, Capitola, CA 95010

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement and the time of renewal of each required insurance policy with Certificates of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when Certificates of Insurance have not been submitted to COMMISSION by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: The Children and Families Commission, P.O. Box 1457, Capitola, California 95010.

9. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status,

sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship); employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national **origin**, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COMMISSION and shall be based on the Definitions authorized by the Santa Cruz County General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COMMISSION Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012), identifying the sex, race, physical or mental disability, and job classification of its employees, and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of Subparagraph 9B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more ~~than~~ fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, ~~sex~~, sexual orientation, gender, pregnancy, age (over 18), or veteran status be excluded ~~from~~ participation in, be denied the benefits ~~of~~, or be subjected to discrimination in any program conducted under this Agreement.

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal and State governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COMMISSION.

B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COMMISSION for the performance of any subcontractor.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

14. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing. Exhibits attached to this agreement and incorporated by reference are checked as follows:

<u> X </u>	Exhibit A, "Expenditures/Positions and Salaries"
<u> X </u>	Exhibit B, "Scope of Work Plan - FY 00/01"
<u> </u>	Exhibit C, "Amendment of Automobile Liability Insurance Requirement"
<u> </u>	Exhibit C1, "Amendment of Comprehensive or Commercial General Liability Insurance Requirement"
<u> </u>	Exhibit C2, "Insurance Representations By Contractor"

15. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (Worker's Compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

B. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than

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the COMMISSION supplies the instrumentalities, tools, and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating **an** independent contractor relationship rather than **an** employer-employee relationship; and (j) The COMMISSION conducts public business.

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

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

17. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COMMISSION for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by the State or Federal government, which may affect the provisions, terms, or funding of this contract in any manner.

18. EARLY TERMINATION: This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

SIGNATURE PAGESANTA CRUZ COUNTY CHILDREN
AND FAMILIES COMMISSIONDATED: 6/22/01 By: Rafael López ^{AB}Executive Director, Santa Cruz County Children
and Families Commission

CONTRACTOR

DATED: _____ By: _____
CONTRACTOR's Auth. Representative_____
Typed Name/TitleRama Khalsa HSA Administrator
County of Santa Cruz
Health Services Agency
1080 Emeline Ave
Santa Cruz, CA 95060
(831) 454-4000
94-6000534

Tax ID #

Distribution: Auditor-Controller
Contractor

(prop10contract6-20-01)

APPROVED AS TO FORM:

By: Harry A. Oberhelman II
Office of the County Counsel
12/17/01Approved as to Insurance
By: Janet McKinley
Risk Manager
Date 12-18-2001

Exhibit A
Expenditure/Positions and Salary

HSA High Risk Infant Follow-up

	Total Program Budget 12 Months
SALARIES/BENEFITS	
7000 Salaries Total	137,440
7100 Health/Retirement	
7200 Payroll Taxes	
TOTAL SALARIES/BENEFITS	137,440
8000 Professional Services	
8010 Indep. Prof. Consultants	
8100 Supplies	
8200 Telephone	
8300 Postage & Shipping	
8400 Occupancy Total	
18500 Rent/Maintenance of Equip.	
8600 Printing & Publications	
8700 Travel & Transportation	
8900 Assistance to Individuals	
9000 Membership Dues	
9100 Awards & Gifts	
9200 Interest Expense	
19300 Insurance/Bond	
9400 Miscellaneous	2,000
9600 Dist. Of Program Costs	
9691 Payment/Affiliated Orgs.	
TOTAL SERVICES/SUPPLIES	2,000
GRAND TOTAL EXPENSES	139,440

9. Scope of Work Plan:

Strategy Code and Description: HC 4: High Risk Infant Follow up

Definitions: A client outcome objective is a specific, measurable statement of the service's intended effect on client's knowledge, attitude, condition and/or behavior. A method of measurement is a specific, identified data source that measures the client outcome objective.

Please indicate measurable client outcome objectives.	Summary of implementation activities to meet objectives. Please indicate if the program is not a 12-month program.	For each objective, please indicate the method of measurement.
<p>1. By June 30, 2002, 180 high risk infants will be enrolled in the field based PHN follow up program.</p> <p>2. By June 30, 2002, 1000 home visits will have been made to the enrolled infants.</p> <p>3. By completion of the program, 80% of the clients will meet at least 16 of the 18 desired outcomes prescribed in the Program curriculum.</p>	<p>1.1 PHN III attends nursery rounds at 2 hospitals in the county and meets with multidisciplinary team to identify prospective babies and coordinate Resources and referrals of infants for the PHN program.</p> <p>1.2 Hospital Social Worker obtains Family consent and completes the referral form and routes it to the FPHN office where it is assigned a PHN.</p> <p>2.1 PHN II case manager follows the infant for 5-12 months and provides services to the infant and family according to established curriculum And individualized needs.</p> <p>3.1 The PHN provides skilled health assessments, care planning, intervention, education, assisted referrals and Follow up in the home for 5-12 months</p>	<p>1.1 Program report in ACCESS data base will show 150 high risk infants enrolled in the program.</p> <p>2.1 The number of home visits to each family will be reported on a closure summary form and reported quarterly.</p> <p>3.1 Case closure summary data is collected via ACCESS data base & is compiled & reported using Friedman's RBA process.</p>

EXHIBIT "B", PAGE 2
SCOPE OF WORK PLAN AMENDMENTS
AND/OR CONDITIONS OF GRANT AS DIRECTED BY
THE CHILDREN AND FAMILIES COMMISSION

1. CONTRACTOR will provide units of service as outlined in the original application submitted to the COMMISSION.
2. CONTRACTOR will place the COMMISSION logo, provided by the COMMISSION, on all materials purchased with COMMISSION funding as outlined in Section ~~4H~~ of the contract.
3. CONTRACTOR may not use COMMISSION funds to purchase car seats.
4. CONTRACTOR agrees to seek additional funding from all available state and federal sources to leverage COMMISSION funds.
5. CONTRACTOR agrees to strengthen referral mechanisms within their respective organization and the Human Resources Agency.
6. Funding is contingent upon CONTRACTOR locating at least one (1) Public Health Nurse in Watsonville who will coordinate services with Watsonville Community Hospital and Dominican Hospital's Pediatric Unit.

EXHIBIT C

0220

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(2) of Contract No. _____, dated June 1, 2001, by and between SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is hereby amended to read as follows:

/ Reduction in Requirements

CONTRACTOR represents to COMMISSION that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation, COMMISSION amends Section 8A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COMMISSION further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 8B (2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 6/1/01.

EXHIBIT C1

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(3) of Contract No. _____, dated **6/1/01**, by and between SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is amended to read **as follows**:

—/— 1. Guest Speaker Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable **risk** of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

—/— 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable **risk** of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

—/— 3. General No **Risk** Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner **and** means which will expose no person to reasonably foreseeable **risk** of personal injury or property damage, namely **as follows**:

_____. In reliance thereon, COMMISSION amends ~~the~~ Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving **same**.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

EXHIBIT C2

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COMMISSION as initialed and executed below, compliance with Subparagraphs **8B(2)**, (3) and (4), respectively of the above Agreement, shall be deemed achieved.

 / Additional Insured [**8B(2)**]. CONTRACTOR represents that as to the following required insurance coverage(s):
it is unable to obtain an endorsement adding COMMISSION as an additional insured pursuant to Subparagraph **8B(2)**. In reliance thereon, COMMISSION hereby waives said requirement.

 / Notice of Cancellation [**8B(3)**]. CONTRACTOR represents that as to the following required insurance coverage(s):
it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph **8B(3)**. CONTRACTOR hereby covenants and represents that it will notify COMMISSION in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph **8B(3)**. In reliance thereon, and upon performance of said covenant, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph **8B(3)**.

 / Certificate of Insurance [**8B(4)**]. CONTRACTOR represents that as to the following required insurance coverage(s):
it has been unable to obtain certification of insurance coverage pursuant to Subparagraph **8B(4)**. CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph **8B(4)**.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

To: **Board of supervisors**
County Administrative Office

FROM: **HEALTH SERVICES AGENCY**

BY: Signature [Signature] tions/revenues are available (Signature) 12 (Department)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency)
and SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (Name/Address)
2. The agreement will provide Health Care Outreach through Prop 10

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ n/a revenue ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: revenue agreement in the amount of \$80,000

5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ . Page CC-____ Contract No: ____ OR ☒ 1st Time Agreement
- ☐ Section II No Board letter required, will be listed under Item 8
- ☐ Section III Board letter required
- ☒ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 360120 (Index) 0697 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

are have been
Appropriations available and encumbered.
are not will be

Contract No: R 763

By: Reese Harrison Date: 12/27/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 12-28-01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
033						
TC1:0	\$					
Auditor Description		Amount		Index	Sub object	User Code

Contract No.

SERVICE AGREEMENT

by and through

1. PARTIES TO AGREEMENT: The SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION, hereinafter called "COMMISSION", and County of Santa Cruz for the Health Services Agency-Health Care Outreach Coalition, hereinafter called "CONTRACTOR", hereby agree as follows:

2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 2001 and shall continue in effect through June 30, 2002 unless sooner terminated in accordance with paragraph 18.

3. BASIS OF PAYMENT:

A. In consideration of services rendered, COMMISSION shall pay CONTRACTOR on the basis of appropriate claims submitted to the Children and Families Commission in accordance with Exhibit "A" ("Expenditures/Positions and Salaries"), incorporated herein by reference, to be submitted by CONTRACTOR to COMMISSION prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COMMISSION to CONTRACTOR under this Agreement exceed the sum of \$80,000. These funds may not be used to supplant other funds.

B. In accordance with Exhibit "A" ("Expenditures/Positions and Salaries"), CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies." Transfers within the "Salaries and Benefits" category may also be made. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" may be made providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Executive Director of the Children and Families Commission.

C. All fixed assets purchased under this Agreement, and valued in excess of \$1,000.00 at the time of purchase, shall become the property of the COMMISSION at the conclusion or termination of this Agreement.

D. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COMMISSION for any payments made under this Agreement.

E. CONTRACTOR will receive four quarterly advances by the 15th day of the first month of each quarter. Prior to granting advances, CONTRACTOR must submit a grant request/expenditure report form as provided by the COMMISSION.

F. CONTRACTOR may receive ~~an~~ advance only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COMMISSION as loss payee, an original certificate for which must be submitted to the COMMISSION as part of the advance request and at renewal ~~as~~ in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COMMISSION programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

H. A grant request/expenditure report for each fiscal quarter (or quarter plus one month where applicable for the first quarter) must be submitted to the COMMISSION no later than the 20th day of the month following the end of the quarter. ~~The final~~ report is due to the COMMISSION on July 31, 2002. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COMMISSION at that time.

4. PERFORMANCE STANDARDS, DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of client outcome evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR agrees to participate and cooperate fully with the evaluation services vendor selected by the COMMISSION. CONTRACTOR shall comply with all the client outcome objectives, terms and conditions and all other requirements contained in the COMMISSION approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference. The CONTRACTOR agrees to cooperate fully with other service providers as directed by the COMMISSION.

B. ~~CONTRACTOR~~ shall submit evidence of incorporation by the State of California to the COMMISSION in order for payments to be made to CONTRACTOR. 9K

Unless CONTRACTOR is a public entity it

Payments to CONTRACTOR will not be made if Articles of Incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COMMISSION on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COMMISSION, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report any performance level which drops below 85% of the measurable objectives specified in Exhibit B, shall explain, and shall provide a written plan to correct said non-performance.

D. CONTRACTOR shall be responsible for reporting to COMMISSION any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COMMISSION. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final . quarterly report to COMMISSION.

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when quarterly reports have not been submitted to COMMISSION by CONTRACTOR within thirty (30) days following the end of a quarter.

G. If applicable, CONTRACTOR agrees to comply with all the special conditions contained in Exhibits "C" ("Amendment of Auto Liability Insurance Requirement"), "C1" ("Amendment of Comprehensive or Commercial General Liability Insurance Requirement"), or "C2" ("Insurance Representations by CONTRACTOR"), attached hereto and incorporated herein by reference, in the provision of services under this Agreement.

H. The CONTRACTOR agrees that whenever information related to the program funded under this contract appears on or in purchased materials, reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the Santa Cruz County Children and Families Commission according to the COMMISSION'S Acknowledgement Guidelines.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the COMMISSION, the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless ~~the County of Santa Cruz and~~ the COMMISSION (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against: GK

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which ~~the County of Santa Cruz or~~ the COMMISSION may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County of Santa Cruz or the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. GK

B. Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any GK

033

An insured public entity shall be exempt from the requirements of this ⁴ paragraph, otherwise,

insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall be provided in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if the subparagraph is initialed by CONTRACTOR and COMMISSION ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration date of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement

coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The Santa Cruz County Children and Families Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with the Commission."

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Executive Director, Santa Cruz County Children and Families Commission, P.O. Box 1457, Capitola, CA 95010"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement and the time of renewal of each required insurance policy with Certificates of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when Certificates of Insurance have not been submitted to COMMISSION by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: The Children and Families Commission, P.O. **Box** 1457, Capitola, California 95010.

9. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees **as** follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national **origin**, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status,

sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship); employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national **origin**, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COMMISSION and shall be based on the Definitions authorized by the Santa Cruz County General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COMMISSION Equal Employment Opportunity Office information and reports in the prescribed reporting format-(PER 4012), identifying the sex, race, physical or mental disability, and job classification of its employees, and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of Subparagraph 9B to be inserted in all subcontracts for any work covered under #is Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within **30** days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization as **part** of or in connection with the CONTRACTOR'S performance of this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal and State governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and **any** other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COMMISSION.

B. In the event any subcontractor is approved for **any** portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities **of** the subcontractor to assure services set **forth** herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COMMISSION for the performance of **any** subcontractor.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

14. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for **any** representations made, and all modifications and amendments made hereto must be made in writing. Exhibits attached to this agreement and incorporated by reference are checked as follows:

<u> X </u>	Exhibit A, "Expenditures/Positions and Salaries"
<u> X </u>	Exhibit B, "Scope of Work Plan - FY 00/01"
<u> </u>	Exhibit C, "Amendment of Automobile Liability Insurance Requirement"
<u> </u>	Exhibit C1, "Amendment of Comprehensive or Commercial General Liability Insurance Requirement"
<u> </u>	Exhibit C2, "Insurance Representations By Contractor"

15. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (Worker's Compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

B. **SECONDARY FACTORS**: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the **work** is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than

the COMMISSION supplies the instrumentalities, tools, and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is **part** of a special or permissive activity, program, or project, rather than **part** of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

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

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

17. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COMMISSION for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by the State or Federal government, which may affect the provisions, terms, or funding of this contract in any manner.

18. EARLY TERMINATION: This Agreement may be terminated by either party upon 30 days **prior** written notice to the other party.

SIGNATURE PAGESANTA CRUZ COUNTY CHILDREN
AND FAMILIES COMMISSIONDATED: 6/22/01 By: Rafael Lopez Executive Director, **Santa** Cruz County Children
and Families Commission

CONTRACTOR

DATED: _____ By: _____
CONTRACTOR's Auth. Representative_____
Typed Name/TitleRama Khalsa HSA Administrator
County of Santa Cruz
Health Services Agency
1080 Emeline Ave
Santa Cruz, CA 95060
(831) 454-4000
94-6000534

Tax ID #

Distribution: Auditor-Controller
Contractor

(prop10contract6-20-01)

APPROVED AS TO FORM:

By: 

Office of the County Counsel

Approved as to insurance

By: 

Risk Manager

Date 7-3-2001

Exhibit A

Expenditure/Positions and Salary

HSA Health Care Outreach Coalition

	Total Program Budget 12 Months
SALARIES/BENEFITS	
7000 Salaries Total	10,950
7100 Health/Retirement	4,050
17200 Payroll Taxes	
TOTAL SALARIES/BENEFITS	15,000
18000 Professional Services	
8010 Indep. Prof. Consultants	65,000
8100 Supplies	
8200 Telephone	
8300 Postage & Shipping	
8400 Occupancy Total	
8500 Rent/Maintenance of Equip.	
8600 Printing & Publications	
8700 Travel & Transportation	
8900 Assistance to Individuals	
9000 Membership Dues	
9100 Awards & Gifts	
9200 Interest Expense	
9300 Insurance/Bond	
9400 Miscellaneous	
9600 Dist. Of Program Costs	
9691 Payment/Affiliated Orgs.	
TOTAL SERVICES/SUPPLIES	65,000
GRAND TOTAL EXPENSES	80,000

9. Scope of Work Plan:

HC-1 Health Benefits Advocacy, Outreach & Enrollment in Health Insurance Programs /Fiscal Year 2001 through 2003		
<i>Measurable Client Outcome Objective</i>	<i>Implementation Activities</i>	<i>Method of Measurement</i>
By June 30, 2003, (4, 300) contacts will be made to parents with children prenatal to age 5 to provide them with educational information about health insurance benefits & where to apply	Outreach Workers at community clinics, FRCs & the HSA Community Benefits Advocate linked to private care providers will provide parent education	Complete and submit to the lead agency a monthly demographic statistical report of educational contacts completed
By June 30, 2003, (1,400) children prenatal to age 5 and their families will be enrolled in health care insurance	Outreach Workers at community clinics, FRCs & the HSA Community Benefits Advocate linked to private care providers will assist with health insurance application enrollment	Complete and submit to the lead agency a monthly demographic statistical report of applications completed with application status (approved/denied/pending)
By June 30, 2003, (1,052) children prenatal to age 5 and their families will have utilized health services	Outreach Workers at community clinics, FRCs & the HSA Community Benefits Advocate linked to private care providers will follow-up with families to assist them with accessing health services	Complete and submit to the lead agency a monthly demographic statistical report that includes applicant follow-up at 30, 60, and 120 days
By June 30, 2003, (708) children prenatal to age 5 and their families will have retained health insurance benefits for 6 months & for 1 year	Outreach Workers at community clinics, FRCs & the HSA Community Benefits Advocate linked to private care providers will follow-up with families to assist them with retaining health insurance for their children	Complete and submit to the lead agency a monthly demographic statistical report that includes those enrolled/no longer enrolled at 6 months & 1 year
By June 30, 2003, (120) contacts will be made to providers with information & updates about available health insurance programs for children	HSA Outreach Project Coordinator will provide trainings and informational updates to private care providers	Maintain logs of private care providers attending in-service trainings, receiving updates via email, calls made to the Health Access Line

**EXHIBIT "B", PAGE 2
SCOPE OF WORK PLAN AMENDMENTS
AND/OR CONDITIONS OF GRANT AS DIRECTED BY
THE CHILDREN AND FAMILIES COMMISSION**

1. CONTRACTOR will provide units of service as outlined in the original application submitted to the COMMISSION.
2. CONTRACTOR will place the COMMISSION logo, provided by the COMMISSION, on all materials purchased with COMMISSION funding as outlined in Section ~~4H~~ of the contract.
3. CONTRACTOR shall coordinate with its Coalition partners to ensure more inclusive south county outreach.
4. CONTRACTOR shall coordinate with Salud Para La Gente, Inc. regarding all coalition activities. Salud Para La Gente shall attend all monthly Coalition meetings, provide a consistent liaison to work as a member of the Coalition and participate in all countywide coalition trainings.
5. CONTRACTOR agrees to seek additional funding from all available state and federal sources to leverage COMMISSION funds.
6. CONTRACTOR agrees to strengthen linkages to private physicians throughout the county.

EXHIBIT C

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(2) of Contract No. _____, dated June 1, 2001, by and between SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is hereby amended to read **as** follows:

 / Reduction in Requirements

CONTRACTOR represents to COMMISSION that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use **of** any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation, COMMISSION amends Section 8A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COMMISSION further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 8B (2), (3) and **(4)** by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 6/1/01.

EXHIBIT C1

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(3) of Contract No. _____, dated 6/1/01, by and between **SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION** (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is amended to read as follows:

___/___ 1. Guest Speaker Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable **risk** of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

___/___ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable **risk** of personal injury, and (3) no person will be exposed to reasonably foreseeable **risk** of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

___/___ 3. General No **Risk** Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable **risk** of personal injury or property damage, namely as follows:

_____. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

EXHIBIT C2

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis **of** the **following** representations by CONTRACTOR to COMMISSION as initialed and executed below, compliance with Subparagraphs 8B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

—/_____ Additional Insured [8B(2)]. CONTRACTOR represents that **as** to the following required insurance coverage(s):
it is unable to obtain an endorsement adding COMMISSION as an additional insured pursuant to Subparagraph 8B(2). In reliance thereon, COMMISSION hereby waives said requirement.

—/_____ Notice of Cancellation [8B(3)]. CONTRACTOR represents that **as** to the following required insurance coverage(s):
it is unable to obtain an endorsement including a clause requiring prior notice **of** cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). CONTRACTOR hereby covenants and represents that it will notify COMMISSION in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). In reliance thereon, and upon performance of said covenant, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(3).

—/_____ Certificate of Insurance [8B(4)]. CONTRACTOR represents that **as** to the following required insurance coverage@:
it **has** been unable to obtain certification of insurance coverage pursuant to Subparagraph 8B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attches hereto a copy of the face sheet(s) **of**), the contractually required insurance set **forth** on the attached self-certification of insurance form. In reliance thereon, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(4).

The above paragraph(s) shall be operative if initialed **by** both parties **in** the space provided? effective June 1, 2001.

0244 0240

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)
BY: *[Signature]* (Signature) 12/19/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency)
and SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (Name/Address)
2. The agreement will provide funding for the Prop 10 Dental Health Program

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ n/a revenue ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: revenue agreement in the amount of \$100,000

5. Detail: ☐ On Continuing Agreements List for FY _____, Page CC-_____, Contract No: _____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☒ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 362800 (Index) 0697 \$90,000
360120 (Index) 0697 \$10,000 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: R 762

By: *[Signature]* Date: 12/27/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 12.28.01

By: *[Signature]* (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____, ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	No.	\$ JE Amount	Lines	H/T/L	Keyed By	Date
033						
TC110	Auditor Description	\$ Amount	Index	Sub object	User Code	

Contract No.

SERVICE AGREEMENT

1. PARTIES TO AGREEMENT: The SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION, hereinafter called "COMMISSION", and Health Services Agency-Dental Health Programs, hereinafter called "CONTRACTOR", hereby agree as follows: *the County of Santa Cruz by and through* **9K**

2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 2001 and shall continue in effect through June 30, 2002 unless sooner terminated in accordance with paragraph 18.

3. BASIS OF PAYMENT:

A. In consideration of services rendered, COMMISSION shall pay CONTRACTOR on the basis of appropriate claims submitted to the Children and Families Commission in accordance with Exhibit "A" ("Expenditures Positions and Salaries"), incorporated herein by reference, to be submitted by CONTRACTOR to COMMISSION prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COMMISSION to CONTRACTOR under this Agreement exceed the sum of \$100,000. These funds may not be used to supplant other funds.

B. In accordance with Exhibit "A" ("Expenditures Positions and Salaries"), CONTRACTOR shall be permitted to make transfers within the category of 'Services and Supplies.' Transfers within the "Salaries and Benefits" category may also be made. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" may be made providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Executive Director of the Children and Families Commission.

C. All fixed assets purchased under this Agreement, and valued in excess of \$1,000.00 at the time of purchase, shall become the property of the COMMISSION at the conclusion or termination of this Agreement.

D. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COMMISSION for any payments made under this Agreement.

E. CONTRACTOR will receive four quarterly advances by the 15th day of the first month of each quarter. Prior to granting advances, CONTRACTOR must submit a grant request/expenditure report form as provided by the COMMISSION.

F. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COMMISSION as loss payee, an original certificate for which must be submitted to the COMMISSION as part of the advance request and at renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COMMISSION programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

H. A grant request/expenditure report for each fiscal quarter (or quarter plus one month where applicable for the first quarter) must be submitted to the COMMISSION no later than the 20th day of the month following the end of the quarter. The final report is due to the COMMISSION on July 31, 2002. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COMMISSION at that time.

4. PERFORMANCE STANDARDS, DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of client outcome evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR agrees to participate and cooperate fully with the evaluation services vendor selected by the COMMISSION. CONTRACTOR shall comply with all the client outcome objectives, terms and conditions and all other requirements contained in the COMMISSION approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference. The CONTRACTOR agrees to cooperate fully with other service providers as directed by the COMMISSION.

B. Unless ^{is a public entity it} CONTRACTOR shall submit evidence of incorporation by the State of California to the COMMISSION in order for payments to be made to CONTRACTOR. GK

Payments to CONTRACTOR will not be made if Articles of Incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COMMISSION on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COMMISSION, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report any performance level which drops below 85% of the measurable objectives specified in Exhibit B, shall explain, and shall provide a written plan to correct said non-performance.

D. CONTRACTOR shall be responsible for reporting to COMMISSION any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COMMISSION. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final quarterly report to COMMISSION.

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when quarterly reports have not been submitted to COMMISSION by CONTRACTOR within thirty (30) days following the end of a quarter.

G. If applicable, CONTRACTOR agrees to comply with all the special conditions contained in Exhibits "C" ("Amendment of Auto Liability Insurance Requirement"), "C1" ("Amendment of Comprehensive or Commercial General Liability Insurance Requirement"), or "C2" ("Insurance Representations by CONTRACTOR"), attached hereto and incorporated herein by reference, in the provision of services under this Agreement.

H. The CONTRACTOR agrees that whenever information related to the program funded under this contract appears on or in purchased materials, reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the Santa Cruz County Children and Families Commission according to the COMMISSION'S Acknowledgement Guidelines.

5. FISCAL,, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the COMMISSION, the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless ~~the County of Santa Cruz and~~ the COMMISSION (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against: GK

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which ~~the County of Santa Cruz or~~ the COMMISSION may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County of Santa Cruz or the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. GK

B. Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any GK

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An insured public entity shall be exempt from the requirements of this paragraph, otherwise,

insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall be provided in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if the subparagraph is initialed by CONTRACTOR and COMMISSION ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration date of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement

coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The Santa Cruz County Children and Families Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with the Commission."

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Executive Director, Santa Cruz County Children and Families Commission, P.O. Box 1457, Capitola, CA 95010"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement and the time of renewal of each required insurance policy with Certificates of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COMMISSION may stop payments under this Agreement when Certificates of Insurance have not been submitted to COMMISSION by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: The Children and Families Commission, P.O. Box 1457, Capitola, California 95010.

9. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national **origin**, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status,

sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship); employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COMMISSION and shall be based on the Definitions authorized by the Santa Cruz County General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COMMISSION Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012), identifying the sex, race, physical or mental disability, and job classification of its employees, and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of Subparagraph 9B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), ~~marital~~ status, sex, sexual orientation, gender, pregnancy, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within **30** days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization **as** part of or in connection with the CONTRACTOR'S performance of this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal and State governments in operating these programs, including Titles **II** and **III** of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COMMISSION.

B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability **and** retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COMMISSION for the performance of any subcontractor.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

14. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing. Exhibits attached to this agreement and incorporated by reference are checked as follows:

<u>X</u>	Exhibit A, "Expenditures/Positions and Salaries"
<u>X</u>	Exhibit B, "Scope of Work Plan - FY 00/01"
<u> </u>	Exhibit C, "Amendment of Automobile Liability Insurance Requirement"
<u> </u>	Exhibit C1, "Amendment of Comprehensive or Commercial General Liability Insurance Requirement"
<u> </u>	Exhibit C2, "Insurance Representations By Contractor"

15. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (Worker's Compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

B. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than

the COMMISSION supplies the instrumentalities, tools, and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

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

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

17. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COMMISSION for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by the State or Federal government, which may affect the provisions, terms, or funding of this contract in any manner.

18. **EARLY TERMINATION:** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

SIGNATURE PAGESANTA CRUZ **COUNTY** CHILDREN
AND FAMILIES COMMISSIONDATED: 6/22/01By: Rafael Lopez **AL**Executive Director, Santa Cruz County Children
and Families Commission**CONTRACTOR**

DATED: _____ By:

CONTRACTOR's Auth. Representative

Typed Name/TitleRama Khalsa HSA Administrator
County of Santa Cruz
Health Services Agency
1080 Emeline Ave
Santa Cruz, CA 95060
(831) 454-4000
94-6000534

Tax ID #

Distribution: Auditor-Controller
Contractor

(prop 10 contract 6-20-01)

APPROVED AS TO FORM:

By: Hanya Oberhelman
Office of the County Counsel

12/17/01

Approved as to insurance
By: Janet McKinley
Risk Manager

Date 12-18-2001

Exhibit A
Expenditure/Positions and Salary

HSA Dental Health

	Total Program Budget 12 Months
SALARIES/BENEFITS	
7000 Salaries Total	60,414
7100 Health/Retirement	15,708
7200 Payroll Taxes	0
TOTAL SALARIES/BENEFITS	76,122
8000 Professional Services	
18010 Indep. Prof. Consultants	0
8100 Supplies	3,878
8200 Telephone	
8300 Postage & Shipping	
8400 Occupancy Total	
8500 Rent/Maintenance of Equip.	
18600 Printing & Publications	
8700 Travel & Transportation	
8900 Assistance to Individuals	
9000 Membership Dues	
9100 Awards & Gifts	
9200 Interest Expense	
9300 Insurance/Bond	
19400 Miscellaneous	20,000
9600 Dist. Of Program Costs	
9691 Payment/Affiliated Orgs.	
TOTAL SERVICES/SUPPLIES	23,878
GRAND TOTAL EXPENSES	100,000

Scope of Work – Prop. 10 : Dental disease prevention

Indicate Measurable Outcome Objectives	Summary of activities	Method of measurement
1. By June 30, 2003, at least 350 parents & caregivers will receive dental health education.	1.1 Conduct presentations to at least 175 parents and caregivers per year (in Spanish or English).	1.1 Keep log of dates, times, locations and content of presentations. Track number of parents and caregivers attending each presentation.
2. By June 30, 2003, approx. 5,000 preschoolers and kindergartners will receive preventive dental education.	2.1 Provide classroom fluoride supplements, toothbrushing and dental education to 2,500 preschoolers & kindergartners per year.	2.1 Maintain log of visits to classrooms in preschools and kindergartens, including fluoride supplies consumed and toothbrushes provided.
3. By June 30, 2003, implement a community fluoridation awareness campaign.	3.1 Provide staff support to the fluoridation task force (currently focusing on south county).	3.1 Maintain log of meetings, minutes and decisions and actions taken. Prepare an annual report of accomplishments.
4. By June 30, 2003, pay one year of dental insurance premiums for up to 150 children	4.1 County Benefit advocates will enroll clients & screen for those eligible for paid premiums.	4.1 Maintain records of families receiving paid premiums.

Per Exhibit "B" : Units of service for 2 year period pg. 4 of grant proposal

Obj. 1: 350 parents and caregivers will receive education

Obj. 2: 5,000 children will receive dental education visits

NOTE: Other contractors are providing dental screenings and dental visits for preventive &/or restorative treatment.

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Scope of Work – Prop. 10 : Dental disease prevention

Indicate Measurable Outcome Objectives	Summary of activities	Method of Measurement
1. By June 30, 2003, at least 350 parents & caregivers will receive dental health education.	1.1 Conduct presentations to at least 175 parents and caregivers per year (in Spanish or English).	1.1 Keep log of dates, times, locations and content of presentations. Track number of parents and caregivers attending each presentation.
2. By June 30, 2003, approx. 5,000 preschoolers and kindergartners will receive preventive dental education.	2.1 Provide classroom fluoride supplements, toothbrushing and dental education to 2,500 preschoolers & kindergartners per year.	2.1 Maintain log of visits to classrooms in preschools and kindergartens, including fluoride supplies consumed and toothbrushes provided.
3. By June 30, 2003, implement a community fluoridation awareness campaign.	3.1 Provide staff support to the fluoridation task force (currently focusing on south county).	3.1 Maintain log of meetings, minutes and decisions and actions taken. Prepare an annual report of accomplishments.
4. By June 30, 2003, pay one year of dental insurance premiums for up to 75 children	4.1 County Benefit advocates will enroll clients & screen for those eligible for paid premiums.	4.1 Maintain records of families receiving paid premiums.

Program budget : July 1, 2001 - June 30, 2002

Program Coordinator 1.0 \$57,349. Responsible for Objectives 1 and 2 SEE EXHIBIT B, PAGE 3

Health Educator .50 \$26,773. Responsible for Objective 3

Partial support for dental supplies and travel: \$5,878

~~Health Education management will coordinate with Medi-Cal Outreach Coordinator on Objective 4~~
~~\$10,000 for premiums per year~~

Total budget: \$100,000 per year

SEE EXHIBIT B, PAGE 2

EXHIBIT "B", PAGE 2
SCOPE OF WORK PLAN AMENDMENTS
AND/OR CONDITIONS OF GRANT AS DIRECTED BY
THE CHILDREN AND FAMILIES COMMISSION

1. CONTRACTOR will provide units of service as outlined in the original application submitted to the COMMISSION.
2. CONTRACTOR will place the COMMISSION logo, provided by the COMMISSION, on all materials purchased with COMMISSION funding as outlined in Section **4H** of the contract.
3. Funding is contingent upon CONTRACTOR agreeing to coordinate services with Dientes! and Salud Para La Gente.
4. CONTRACTOR shall prioritize services for high-risk children.
5. CONTRACTOR shall reduce salaries/benefits and supplies to ensure that dental premiums are maintained at \$20,000. CONTRACTOR may not make changes in the cost of dental premiums without prior approval from the COMMISSION.

EXHIBIT C

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(2) of Contract No. _____, dated June 1, 2001, by and between SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is hereby amended to read as follows:

/ Reduction in Requirements

CONTRACTOR represents to COMMISSION that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation, COMMISSION amends Section 8A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COMMISSION further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 8B (2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 6/1/01.

EXHIBIT C 1

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 8A(3) of Contract No. _____, dated 6/1/01, by and between **SANTA CRUZ COUNTY CHILDREN AND FAMILIES COMMISSION** (hereinafter called COMMISSION) and _____ (hereinafter called CONTRACTOR) is amended to read as follows:

___/___ 1. Guest Speaker Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable **risk** of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

___/___ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

___/___ 3. General No Risk Waiver

CONTRACTOR represents to COMMISSION that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

_____. In reliance thereon, COMMISSION amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

EXHIBIT C2

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COMMISSION as initialed and executed below, compliance with Subparagraphs 8B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

— / Additional Insured [8B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it is unable to obtain an endorsement adding COMMISSION as an additional insured pursuant to Subparagraph 8B(2). In reliance thereon, COMMISSION hereby waives said requirement.

— / Notice of Cancellation [8B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). CONTRACTOR hereby covenants and represents that it will notify COMMISSION in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). In reliance thereon, and upon performance of said covenant, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(3).

— / Certificate of Insurance [8B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 8B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COMMISSION hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 1, 2001.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 12/18/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

The Board of Supervisors hereby requested to approve the attached agreement and authorize the execution of same.

- Said agreement is between the State Department of Alcohol and Drug Programs (Department/Agency)
and HSA Alcohol and Drug Program. P.O. Box 962, Santa Cruz, CA 95060 (Name/Address)
- The agreement will provide revenue to support the Youth Development and Crime Prevention
Initiative Program.
- Period of the agreement is from June 78, 2001 to June 30, 2002
- Anticipated Cost is \$ 177,930.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Revenue accepted in October 16, 2001 Board letter.

- Detail: ☐ On Continuing Agreements List for FY -, Page CC-- Contract No: - OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☒ Section IV Revenue Agreement

- Appropriations/Revenues are available and are budgeted in 364042 (Index) 0690 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: R. 761

By: Reece Date: 12/27/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

HSA Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date 12.28.01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 12/28/01 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC110						033
	Auditor Description	\$ Amount		Index	Sub object	User Code

AGREEMENT NUMBER
00-00247

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Alcohol and Drug Programs

CONTRACTORS NAME

Santa Cruz County Alcohol and Drug Program

2. The term of this Agreement is: June 28, 2001 through June 30, 2002

3. The maximum amount of this Agreement is: **\$177,930.00**
One hundred seventy seven thousand nine hundred *thirty* dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Work	2 pages
Exhibit A – Attachment #1 Project Workplan	2 pages
Exhibit A – Attachment #2 Project-Wide Benchmarks	1 page
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B – Attachment #1 Travel and Subsistence Guidelines	2 pages
Exhibit C* – General Terms and Conditions	GTC201
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Project Budget	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Santa Cruz County Alcohol and Drug Program

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1400 Emeline Avenue, Building K, 3rd Floor
Santa Cruz, CA 95060

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcohol and Drug Programs

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ann Horn, Deputy Director, Division of Administration

ADDRESS

1700K Street, Sacramento, CA 95814-4037

California Department of General
Services Use Only

X Exempt per: Govt. C. 16366.7(b)

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK

1. Contractor will develop coordinated and comprehensive services for substance abusing youth who are engaged in, or at risk of, committing juvenile crimes. Contractor will provide an array of services that will include alcohol and other drug treatment, mental health counseling, job training and employment opportunities, and mentoring for youth. Services are as described in Exhibit A, Attachment #1 Workplan. Contractor will also be responsible for complying with Exhibit A, Attachment #2 Project-Wide Benchmarks.
2. The services shall be performed in Santa Cruz County.
3. The project representatives during the term of this agreement will be:

State Agency: Department of Alcohol and Drug Programs	Contractor: Santa Cruz County Alcohol and Drug Program
Name: Sue Heavens	Name: William F. Manov, Administrator
Address: 1700 "K" Street, 4th Floor Sacramento, CA 95814	Address: 1400 Emeline Ave., Bldg. K, 3 rd Floor Santa Cruz, CA 95060
Phone: (916) 445-0323	Phone: (831) 454-4050
Fax: (916) 323-0653	Fax: (831) 454-4747
Email: sheavens@adp.state.ca.us	Email:

Contractor agrees to direct all inquiries to the State project representative and to notify ADP of any change to the above designation.

ADP reserves the right to change its Project Representative during the term of this Agreement.

4. Contract Oversight

Contractor shall meet or confer with ADP's Project Representative at least once each month to review progress, formulate plans for the coming month, and discuss any difficulties or problems so that remedies can be developed as soon as possible.

ADP's Project Representative or any authorized representative, has the right at any reasonable time to inspect, or otherwise evaluate, the work performed or being performed hereunder, including subcontract supported activities, and the premises on which it is being performed. If any inspection, or evaluation, is made by ADP of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of ADP representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ADP's Project Representative or any authorized representative may also attend any events (e.g. conferences and training events) funded through this contract.

**Santa Cruz County Alcohol and Drug Program
Agreement Number 00-00247
Page 2 of 2**

**EXHIBIT A
(Standard Agreement)**

5. Subcontracts

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Statement of Work Modifications

Notwithstanding the amendment clause in Exhibit C, modifications of the tasks to be performed by the Contractor and any required due dates, that are mutually agreeable to ADP and the contractor, may be made without formal amendment. Modifications are not binding, therefore, modifications that would have the effect of changing the contract goals or objectives, including quantity and quality requirements, may not be made under this clause. If the Contractor is requesting statement of work modifications, the request shall be in writing and contain a clear justification statement as to the need for the modification. ADP has sole authority to determine whether or not the written justification substantiates the request for modification. Statement of work modifications shall be accomplished by written notification to the Contractor.

7. Quarterly Progress Reports

Contractor shall submit quarterly written progress reports to ADP's Project Representative in a format agreed upon by the Contractor and ADP. The Quarterly Reports shall be submitted to ADP no later than 30 days following the last day of the reportable quarter and shall include, but are not limited to, the following:

- Progress made during the quarter towards benchmarks (Exhibit A, Attachment #2);
- Summary of activities worked on during the quarter (including relevant data, statistical and anecdotal);
- Any problems encountered; and
- Recommendations for resolving problems.

8. Annual Report

The last quarterly report will be the annual report and shall contain the following: ,

- a summary of the activities performed;
- an assessment of the activities;
- and an evaluation of the results.

EXHIBIT A
(Standard Agreement)
ATTACHMENT #1

Project Workplan

Goal/Expected Outcome	Activity/Major Milestone	Estimated Completion Date	Responsible Organization
1. Measurable increase in awareness and adoption of Youth Development principles among youth-serving agencies.	<ul style="list-style-type: none"> Initiate county-wide training program for Youth Development, including interview assessment, identification of and contract with qualified training providers, provide scheduling and logistical support for trainings, evaluate training participant knowledge, attitude and skill (KAS) gain. 	Ongoing, Month 1 through end of grant	PVPSA, Project Evaluator
	<ul style="list-style-type: none"> Produce two-day Training of Trainers for 20 participants each year. 	Months 3, 11, 23	PVPSA, Training Consultants
	<ul style="list-style-type: none"> Produce four general population trainings (Awareness/Skill/Policy) per year for 80 - 100 participants each. 	Quarterly, Month 1 through end of grant	PVPSA, Training Consultants
	<ul style="list-style-type: none"> Produce 8 core skill-building trainings per year for 15 project staff and partners 	Ongoing, Month 3 through end of grant	PVPSA, Training Consultants
2. Improved collaboration and linkages in local youth-serving systems	<ul style="list-style-type: none"> Convene quarterly expanded Youth Council, and Grant Steering Committee and Direct Service Work Group as needed (possibly monthly or bi-monthly). 	Ongoing, Month 1 through end of grant	HRA/WIB
	<ul style="list-style-type: none"> Develop and implement project-wide referral, assessment and data collection tools and protocol in coordination with State cross-site evaluation. 	Month 6 completion	Project Evaluator
	<ul style="list-style-type: none"> Train school and law enforcement partners for program referral 	Months 3, 12, 24	PVPSA, MCR, YS
3. Increase workforce investment strategies and meaningful opportunities for youth.	<ul style="list-style-type: none"> Implement YCORPS program to serve 25 program youth per year in outdoor work crews and individual placement, including: employment readiness, job skill development, career exploration, community service planning, and paid work experience. 	Ongoing, Month 1 through end of grant	CAB
	<ul style="list-style-type: none"> Place 10 program graduates in County WIA program each year for continued services and employment. 	Ongoing, Month 13 through end of grant	CAB, All
4. Increase in resources dedicated to youth services.	<ul style="list-style-type: none"> Expand and augment leveraged funds for treatment and mental health services (EPSDT, Drug MediCal) 	Month 20	CMH, CADP
	<ul style="list-style-type: none"> Identify and secure new funding and resources for expanding and sustaining project objectives and activities. 	Ongoing, Month 1 through end of grant	SCYC, All

EXHIBIT A
(Standard Agreement)
ATTACHMENT #1

Santa Cruz County Alcohol and Drug Program
Agreement Number 00-00247
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Project Workplan

Goal/Expected Outcome	Activity/Major Milestone	Estimated Completion Date	Responsible Organization
5. Improved levels of personal and social functioning among project participants.	<ul style="list-style-type: none"> Provide long-term case management (6 - 12 months) to a total of 88 youth per year (MCR 40, YS 24, PVPSA 24), including: assessment, goal-setting, development and monitoring of case management plan, home visits and/or meeting with parents and other family members, 1-3 individual meetings per week. 	Ongoing, Month 1 through end of grant	MCR, PVPSA, YS
	<ul style="list-style-type: none"> Provide substance abuse treatment services to a total of 32 youth per year (MCR 8, YS 12, PVPSA 12), including: assessment, insight/awareness groups, individual sessions, day treatment. 	Ongoing, Month 1 through end of grant	MCR, PVPSA, YS, Triad
	<ul style="list-style-type: none"> Provide mental health counseling services to a total of 34 youth and their families per year (MCR 10, YS 12, PVPSA 12), including: assessment, individual, group and family counseling. 	Ongoing, Month 1 through end of grant	MCR, PVPSA, YS, Family Services
	<ul style="list-style-type: none"> Collect and analyze pre/post and 12-month post service follow-up assessment, including school records, criminal record, and work history. 	Ongoing, Month 1 through end of grant	MCR, PVPSA, YS, Project Evaluator
6. Increased supports and opportunities for project participants.	<ul style="list-style-type: none"> Implement La Escalera mentoring program in collaboration with Si Se Puede to serve a total of 24 youth and 18 young adult mentors, including weekly training and supervision of mentors, weekly group mentoring sessions, monthly community service projects, monthly mentor/family evening sessions, and youth-to-youth mentoring component. 	Ongoing, Month 5 through end of grant	PVPSA, Si Se Puede
	<ul style="list-style-type: none"> Provide assisted referral to community service providers, including academic tutoring, community service opportunities, positive alternative activities, basic needs support (food, clothing), legal and immigration services, transportation, or others as needed. 	Ongoing, Month 1 through end of grant	MCR, PVPSA, YS
	<ul style="list-style-type: none"> Develop local evaluation plan in cooperation with State cross-site evaluation, including: evaluation questions, data collection and analysis methods, evaluation instruments, follow-up tracking. 	Month 6 completion	Project Evaluator
	<ul style="list-style-type: none"> Collect and maintain project-related data. 	Ongoing, Month 1 through end of grant	All
7. Demonstrate the effectiveness of the Youth Development model	<ul style="list-style-type: none"> Conduct semi-annual analysis of outcome data and provide feedback reports to staff. 	Ongoing, Months 8 through 25	Project Evaluator
	<ul style="list-style-type: none"> Prepare final report and publicize findings locally and statewide 	Month 29	Project Evaluator, SCAC
	<p>1 and 2 and 3 goals/activities are projections and will be updated as needed with the second year budget.</p>		

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EXHIBIT A
ATTACHMENT #2

0265

YOUTH DEVELOPMENT AND CRIME PREVENTION INITIATIVE
Project- Wide Benchmarks

Benchmarks	Due Date	Completion Date	Validation Documentation
1. Work with participating state agencies to revise budgets and workplans, and identify technical assistance needs and methods of collecting data.	1 st quarter		Revised budgets and workplans, meetings with state agencies,
2. Obtain county boards of supervisors' (BOS) signatures on program contracts.	1 st quarter		Signed contracts reflecting BOS signatures.
3. Obtain MOU's from all collaborative partners identifying specific support activities each agency will contribute.	1 st quarter		Signed MOUs .
4. initiative hiring process.	1 st quarter		Job bulletins.
5. Provide staff training on: <ul style="list-style-type: none"> • Cross-discipline issues; • Youth development principles (as shown in benchmark 14); • Follow-up/aftercare issues. 	1 st quarter		Summaries of trainings and rosters with signatures of attendees.
6. Purchase equipment and supplies.	1 st quarter		Invoices and receipts
7. Hold, at a minimum, monthly collaborative meetings.	1 st quarter/ ongoing		Minutes from meetings.
8. Work with appropriate state agencies to submit county plan for collecting and sharing interagency data	1 st quarter		Counties' data collection and dissemination plan.
9. Begin recruiting and enrolling youth into program.	1 st quarter		Signed participant agreements.
10. Assess and serve youth: <ul style="list-style-type: none"> • Develop a strength-based service plan that includes opportunities for relationship building and self-empowerment. • Implement the service plan and make adjustments, minimally every 90 days, based on the youth's progress. 	1 st quarter and ongoing		Comprehensive assessments and service plans; confidentiality release signed by youth and guardian(s)
11. Submit quarterly narrative report to the state.	1 st quarter/ ongoing		Quarterly reports received by the state.
12. Case manager conducts 90-day review of youth's progress in major life domains.	2 nd quarter and ongoing		Progress reports.
13. Continue to recruit and enroll youth, train staff in new treatment and impact strategies, and improve interagency collaborations.	2 nd quarter and ongoing		Ongoing youth participation, staff training sessions, and interagency MOUs
14. Upon youth's exit (or at least annually), collect information from youth (and their families) to evaluate the implementation of youth development principles: <ul style="list-style-type: none"> • Developing youth partnerships with responsible adults; • Building on youths' unique assets; • Creating opportunities for leadership and community participation, and fostering a sense of belonging; • Supporting self-empowerment, self-worth, independence, self-control, and personal competence; • Promoting resiliency; • Developing social, vocational, physical, and cognitive skills; • Providing opportunities for creative and innovative activities; • Utilizing developmental, age-appropriate and comprehensive interventions; • Encouraging strong family involvement. 	2 nd quarter and ongoing		Documented input/feedback from youth (and their families).
15. Submit annual report to the state.	4 th quarter		Annual report received by the state.

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**Santa Cruz County Alcohol and Drug Program
Agreement Number 00-00247**

Page 1 of 6

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Limitation

The total obligation of the State under this Agreement shall not exceed \$177,930. The funds will be allocated from multiple State fiscal years as shown below, are available for purposes of this Agreement on the date as shown, and are contingent upon the limitations set forth in paragraphs 10 and 11 of this Exhibit.

<u>State Fiscal Year</u>	<u>Date Available</u>	<u>Amount</u>
2000/01	6/28/01	\$ 66,006
2001/02	10/1/01	\$111,924

2. Expenditures

Principles for determining allowable expenditures under this contract are as outlined in one of the following applicable, as determined by ADP, Office of Management and Budget (OMB) circulars:

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Government
OMB Circular A-21, Cost Principles for Educational Institutions
OMB Circular A-122, Cost Principles for Non-Profit Organizations

These circulars are available on the Internet at the following address:
www.whitehouse.gov/OMB/circulars/index.html

3. Invoicing and Payment

In consideration for the satisfactory completion of the services described herein, the State agrees to pay the Contractor, in arrears, upon receipt of invoices in duplicate, for services rendered in accordance with the line items in the Budget (Exhibit F) and upon compliance with contract provisions herein.

Payment shall be in arrears contingent upon receipt of a quarterly invoice received and approved by the designated representative(s).

The invoice must be billed to ADP, signed by an authorized representative, and include:

- Agreement number
- Time period covered
- Costs for Services completed for the period shall be identified and shall, be in accordance with ADP SAPT budget line items.

Submit invoices to ADP's project representative listed in Exhibit A.

See invoice, pages 4 and 5 of this exhibit for an example of a recommended claim format. You may use this invoice or your organization's letterhead to submit your claims.

**Santa Cruz County Alcohol and Drug Program
Agreement Number 00-00247**

Page 2 of 6

**EXHIBIT B
(Standard Agreement)**

4. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Ten Percent (10%) Withholding

Contractor agrees that in accordance with Public Contract Code, Section 10346 and 10379, ten percent of each invoice submitted to ADP for reimbursement shall be withheld as a final payment.

Contractor shall submit a final invoice requesting reimbursement of the 10% withheld. See Final Invoice page 6 of this exhibit for an example of a recommended final claim format. You may use this invoice or your organization's letterhead to submit your final claim.

6. Budget Revision - No Amendment Required

Notwithstanding the amendment clause in Exhibit C, the contract budget may be revised, without amendment, within the limitation of this clause.

Contractor may move funds between the line items shown on the budget.

Contractor shall submit a written justification of the need for any line item revisions, along with an explanation on how the funds will be adjusted. Justifications must be approved by ADP's project representative. The State reserves the right to deny any revisions. Revisions are not binding, therefore, revisions that have the effect of changing the contract objectives and methods will not be approved.

It is further understood that in no event shall the maximum amount payable under this Agreement exceed the amount specified in Paragraph 1 of this Exhibit. Line items may not be added or deleted under this provision. Revisions that exceed the above stated limits will require a formal amendment.

7. Budget Adjustments - Amendment Required

Contractor may request formal amendment to this Agreement for changes to the budget that exceed the provisions of the Budget Revisions - No Amendment Required clause herein. Said request must include:

- A. A written statement of the adjustment requested,
- B.. A detailed description of why the adjustment is necessary
- C. How the need for the adjustment came about,
- D. Indicate the adverse effects of not approving the requested adjustment,
- E. Indicate other alternatives available, and
- F. Include a revised budget with columns showing the original budget amounts, the adjustment(s), and the new amounts.

A formal amendment requires all necessary reviews and approvals in advance of the effective date of such requested changes. The state reserves the right to deny any request to amend this Agreement.

8. Travel and Per Diem

All travel and per diem reimbursed under this Agreement shall be at rates not to exceed those amounts paid to the State of California's represented employees (Exhibit B, Attachment #1 Travel

Santa Cruz County Alcohol and Drug Program

Agreement Number 00-00247

Page 3 of 6

**EXHIBIT B
(Standard Agreement)**

and Subsistence Guidelines). No travel outside the contractor's state of residence shall be reimbursed unless prior written authorization is obtained from ADP.

9. Authorization for Purchases

Prior authorization in writing by ADP will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment or services or for any fee, or other payment, except for public utility services, and for consultation costs exceeding \$350 per day.

The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price.

For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. If other than the lowest bidder or a sole-source provider is selected, justification must be presented to ADP for prior approval.

10. State Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

11. Federal Funds (Applies to contracts funded in whole or part by Federal Government funds)

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this agreement for the purposes of this program.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

Santa Cruz County Alcohol and Drug Program

Agreement Number 00-00247

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EXHIBIT B
(Standard Agreement)

INVOICE

Billed To:
Dept. of Alcohol and Drug Programs
Attn: Sue Heavens
1700 K Street, 4th Floor
Sacramento, CA 95814

Contractor: Santa Cruz County
Alcohol and Drug Program
Attn: William F. Manov, Administrator
1400 Emeline Ave., Bldg. K, 3rd Floor
Santa Cruz, CA 95060

See Invoice Instructions on next page

Contract # 00-00247

BUDGET LINE ITEMS (Must match approved contract)	BEGINNING BALANCE (1)	REVISIONS (2)	ADJUSTED BALANCE (3)	CURRENT EXPENSES (4)	ENDING BALANCE (5)
PERSONNEL SERVICES					
TOTAL PERSONNEL SERVICES					
OPERATING EXPENSE					
TOTAL OPERATING EXPENSES					
INDIRECT/ADMIN. COST					
GRAND TOTAL					
LESS 10% WITHHOLD					
AMOUNT OF INVOICE					

FOR ADP USE ONLY

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
X		
PROJECT REPRESENTATIVE	DATE	
FOR ADP ACCOUNTING USE ONLY		
TC	FY	CONTRACT#
INDEX	OBJ	PCA
VENDOR #	GRANT	

FOR CONTRACTOR'S USE

PLEASE USE BLUE INK FOR SIGNATURE	
X	
CONTRACTORS ORIGINAL SIGNATURE	
DATE:	
CONTACT PERSON (PLEASE PRINT)	
TELEPHONE #:	
EMAIL ADDRESS:	

EXHIBIT B
(Standard Agreement)

INVOICE INSTRUCTIONS

BUDGET LINE ITEMS: Enter the line items exactly as budgeted in the approved contract.

COLUMN (1) "BEGINNING BALANCE" - Enter the Ending Balance, column (5), of the prior invoice. (For the initial "Beginning Balance" enter line items exactly as budgeted in the approved contract).

COLUMN (2) "REVISIONS" - Use this column only if making revisions to the contract budget which are necessary to accommodate current expenses listed on invoice.

Note: Please read your contract to determine your budget revision limitations.

COLUMN (3) "ADJUSTED BALANCE" - Use this column only when column (2), Revisions, was used. Column (1) plus/minus column (2) = column (3).

COLUMN (4) "CURRENT EXPENSES" - Enter expenses to be claimed by this invoice. These amounts must not exceed the adjusted balances in column (3).

COLUMN (5) "ENDING BALANCE" - The amounts in this column are arrived at as follows:

A. Column (1) minus column (4) = column (5).

B. If a revision was made, column (3) minus column (4) = column (5).

Column (5) becomes the Beginning Balance, column (1) on your next invoice.

Santa Cruz County Alcohol and Drug Program

Agreement Number 00-00247

Page 6 of 6

EXHIBIT B
(Standard Agreement)

FINAL INVOICE

Billed To:
 Dept. of Alcohol and Drug Programs
 Attn: Sue Heavens
 1700 K Street, 4th Floor
 Sacramento, CA 95814

Contractor: Santa Cruz County
 Alcohol and Drug Programs
 Attn: William F. Manov, Administrator
 1400 Emeline Ave., Bldg. K, 3rd Floor
 Santa Cruz, CA 95060

Contract# 00-00247

This is our claim for the 10% that has been withheld from our quarterly invoices.

MONTH	AMOUNT
JULY 2001	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY 2002	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
TOTAL	

Please pay this amount less any outstanding amounts owed to ADP.

FOR ADP USE ONLY

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
X		
PROJECT REPRESENTATIVE	DATE	
<u>FOR ADP ACCOUNTING USE ONLY</u>		
TC	FY	CONTRACT #
INDEX	OBJ	PCA
VENDOR #	GRANT	

OR CONTRACTOR'S USE

PLEASE USE BLUE INK FOR SIGNATURE
X
CONTRACTOR'S ORIGINAL SIGNATURE
DATE:
CONTACT PERSON (PLEASE PRINT)
TELEPHONE #:
EMAIL ADDRESS:

EXHIBIT B
(Standard Agreement)

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
TRAVEL AND SUBSISTENCE GUIDELINES
EFFECTIVE 7-1-97

TRAVEL: The Department will pay commuter-type transportation costs from your headquarters (this may be your home) to the place of the meeting, training, etc. Amounts claimed without justification are considered taxable income.

TRAVEL BY PERSONAL AUTOMOBILE:

31 cents per mile

Where public transportation **is** not available or is available only with an undue **loss** of time, mileage for your personal automobile **is** allowed. Where automobile travel is an option and there **is** adequate public transportation, travel allowance will be made on the basis of **the** cost of the lowest rail, bus, or air fare available in lieu of the automobile mileage.

SUBSISTENCE: Actual costs for meals, lodging and incidental expenses may be claimed in accordance with the following guidelines:

MEALS: Breakfast \$6.00 Lunch \$10.00 Dinner **\$18.00** Total \$34.00

BREAKFAST: To claim breakfast, travel must begin before **6** a.m.

LUNCH: To claim lunch, travel must begin at or before 11 a.m.

No lunch allowance will be paid when travel status is for less than 24 hours.

DINNER: To claim dinner, travel must begin at or before **5** p.m.

FRACTIONAL DAY OF TRAVEL AT END OF TRIP:

Travel must end at or after:

8 a.m. for breakfast to be claimed

2 p.m. for lunch to be claimed

7 p.m. for dinner to be claimed

FOR TRAVEL OF LESS THAN 24 HOURS:

Travel must begin at or before 6 a.m. and end at or after **9** a.m. to claim Breakfast.

Travel must begin at or before 4 p.m. and end at or after **7** p.m. to claim Dinner.

No lunch or incidentals may be reimbursed on travel of less than 24 hours.

LODGING:

\$84.00 With receipt for actual cost up to \$84.00 plus tax

\$110.00 With receipt for actual cost up to **\$110** plus tax for the counties of Alameda, San Francisco, San Mateo, Santa Clara, and Central and Western **Los** Angeles.

EXHIBIT B
(Standard Agreement)

INCIDENTALS: \$6.00 for each full 24 period

Incidental expenses include tips, newspapers and magazines, personal telephone calls, laundry and dry cleaning, and whatever small miscellaneous expenses **are** incurred during the course of travel. No incidental expense reimbursement **is** allowed for period of less than **24** hours. No receipts are required.

OTHER ALLOWABLE COSTS: Taxi fares, airport shuttle fares, parking, etc. are reimbursable **as** used in connection with State business, providing original receipts are submitted with the claim.

CCC201

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
Santa Cruz County Alcohol and Drug Programs	94-6000534
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990(a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 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.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 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. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

033

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

033

2. LABOR CODE/WORKERS' COMPENSATION Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

a When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7 AIR OR WATER POLLUTION VIOLATION Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8, PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not mother state agency or other government entity.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Conflict of Interest-Non-Profit

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

2. Disputes

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, listed below.
- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

3. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Santa Cruz County Alcohol and Drug Program**Agreement Number 00-00247****Page 2 of 2****EXHIBIT D
(Standard Agreement)**

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as ~~of~~ the date indicated ~~on~~ the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it **is** impractical to continue service, or in the event the Contractor *is* unable to render service as a result of any action by any governmental authority.

4. Force Maieure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super- imposed after the fact. **If** a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Federally Funded Contracts

The following laws apply to persons or entities doing business with the State of California with federal funds.

1. Federal Laws - Substance Abuse Prevention and Treatment Block Grant

This contract is governed by Government Code 16366.1 and following; the federal reauthorization provisions of Title 42 United State Code (U.S.C.), commencing with Section 300w, Public Law 102-321, amendment to 42 U.S.C in the U.S.C. advance sheets (August 1992); and **45** Code of Federal Regulations (CFR), Part 96. The Catalog of Federal Domestic Assistance Number is 93.959. Federal Award Year is 2001 with a grant period for expenditure of funds through September 30, 2002 and Federal Award Year is 2002 with a grant period for expenditure of funds through September 30, 2003.

2. Salary Restriction (Applies to SAPT funded contracts only)

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to pay the salary of an individual at a rate in excess of \$161,200 per year direct salary exclusive of overhead, fringe benefits, and general and administrative expenses.

3. Prohibition Against Supportina **Lobbying** Activities

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal Grant funds and is not intended to offset your right, or that of any other organization, to petition Congress, or any other level of Government, through the use of other resources. (Reference 31 U.S.C. 1352)

4. Documents and Written Reports

Any document of written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

5. Clear Air And Water

(Reference 42 U.S.C. 7401 et. seq. & 33 U.S.C. 1251 et. seq.)

A. The following is applicable only if the contract is not with a sole source vendor of products or services and if it exceeds \$5,000.

1. Contractor agrees under penalty of perjury (it, he, she) ~~is~~ is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution control district.

**Santa Cruz County Alcohol and Drug Program
Agreement Number 00-00247**

Page 2 of 3

**EXHIBIT E
(Standard Agreement)**

2. Contractor agrees (it, he, she) is not subject to a cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.
- B. The following is applicable only if the contract or subcontract exceeds \$100,000 or the contract is not otherwise exempt under 40 **CFR** 15.5.
1. Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act 42 U.S.C. 7401 et seq., as amended by Public Law (5-95) and Section 308 of the Federal Water Pollution Control Act 33 U.S.C. 1251 et seq., as amended by Public Law 92-500, respectively, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued to implement those Acts before the start date of this contract.
 2. Contractor agrees that no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the Environmental Protection Agency eliminates the name of such facility or facilities from such listing.
 3. Contractor agrees to use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
(Reference: 45 CFR, Appendix B to Part 76)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant *is* unable to certify to any of the Statements in this certification, such prospective participant shall attached an explanation to this proposal.

The contractor agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Lower tier covered transactions *is* defined as:

- A. Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
- B. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a primary covered transaction.

EXHIBIT E
(Standard Agreement)

- C. Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are:
1. Principal investigators
 2. Providers of Federally-required audit services
 3. Researchers

7. Contract Renewal

ADP shall have the option to renew this contract. It is understood that the contract renewal is at the Department's discretion and is contingent upon successful completion of the preceding year's objectives, the availability of funds, and a demonstrated need to continue services.

8. Incorporated Solicitation for Proposal (SFP) Documents

This agreement is comprised of the terms of this Standard Agreement (STD 213) including Exhibits and the following Solicitation for Proposal (SFP) documents which are incorporated herein and made a part of this contract by this reference:

- a. The SFP entitled: Youth Development and Crime Prevention, released October 2, 2000. This SFP is on file at ADP, Contracts Office.
- b. The contractor's written proposal in response to the above named SFP. This proposal is on file at ADP, Contracts Office, with 812001 revisions.

9. Order of Precedence

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements:

- a. Applicable State and Federal laws;
- b. The terms of the Standard Agreement (STD 213) including all exhibits and attachments;
- c. Solicitation for Proposal entitled Youth Development and Crime Prevention; released 10/2/2000; and
- d. The Contractor's response to the SFP which includes the signed Operational Agreement, Project Narrative, Applicant's Ability to Manage Project, Project Workplan and Project Budget including 8/2001 revisions.

Santa Cruz County Alcohol and Drug Program

Agreement Number 00-00247

Page 1 of 2

EXHIBIT F
(Standard Agreement)**Project Budget**FY 01/02 Youth Development/Crime Prevention, Grant
Santa Cruz County

	WIA	Mental	ADP	Subtotal
	Youth	Health	Alcohol/ Drug Prvnt	Grant Only
	\$ 347,555	\$ 129,597	\$ 177,930	\$ 655,082
	51%	19%	26%	95%
Contractors				
Administrative Cap	\$ 34,755.50		\$ 26,689.50	\$ 61,445
				\$ -
Valley Resource Center	\$ 68,360		\$ 55,561	\$ 123,921
Pajaro Valley Prevention	\$ 99,406		\$ 80,796	\$ 180,202
Youth Services-	-	\$ 129,597		\$ 129,597
Community Action Board	\$ 126,722			\$ 126,722
Project Evaluation	\$ 18,312		\$ 14,883	\$ 33,195
HRA Grant Administration	\$ 34,756		\$ 26,690	\$ 61,445
	\$ 347,555	\$ 129,597	\$ 177,930	\$ 655,082

	WIA Youth	Mtnl Hlth	ADP	Subtotal Grant Only
Valley Resource Center	\$ 68,360		\$ 55,561	\$ 123,921
Personnel	\$ 60,710		\$ 49,344	\$ 110,054
Contractual Services	\$ 2,297		\$ 1,867	\$ 4,164
Operating Expenses	\$ 1,784		\$ 1,450	\$ 3,234
Indirect Costs	\$ 3,568		\$ 2,900	\$ 6,469
	\$ 68,360		\$ 55,561	\$ 123,921

	WIA Youth	Mtnl Hlth	ADP	Subtotal Grant Only
Pajaro Valley Prvntion	\$ 99,406		\$ 80,796	\$ 180,202
Personnel	\$ 48,381		\$ 39,323	\$ 87,704
Contractual Services	\$ 38,013		\$ 30,896	\$ 68,909
Operating Expenses	\$ 7,396		\$ 6,011	\$ 13,407
Indirect Costs	\$ 5,616		\$ 4,565	\$ 10,181
	\$ 99,406		\$ 80,796	\$ 180,202

EXHIBIT F
(Standard Agreement)

0284

0283

Budget Narrative

In-Kind Costs. Dedicated in-kind resources are listed below. Because the project will serve to link youth to a wide variety of services, the actual amount of matching and leveraged resources will greatly exceed the matching funds listed here. Some of these resources include Sheriff and school district staff time (trainings, referral consultation and follow-up); one-stop career center staff, library and equipment costs; school and community-based academic tutoring programs; volunteer center staff and facilities; church youth groups; food and clothing distribution; legal aid and immigration assistance; low-cost medical and dental services; and many others.

Santa Cruz County ADP	
Administrative staff time for collaboratives and State liaison	\$4,441
Santa Cruz County Children's Mental Health	
Administrative staff time for collaboratives and State liaison	\$4,183
Santa Cruz County Human Resources Agency WIB	
Staff support for collaborative, project management	\$19,600
Meeting supplies	\$2,000
Valley Resource Center	
On-campus office/counseling facility	\$7,500
Transportation of youth participants: 4WD vehicle	\$6,250
Counseling services (Family Services contract)	\$6,000
Business support/Support services (bus passes, etc.)	\$2,000
Director and administrative support staff time	\$3,600
Volunteer Coordinator staff time	\$1,940
Pajaro Valley Prevention and Student Assistance	
Family counseling for project participants	\$15,000
Substance abuse treatment for project participants	\$15,000
Transportation of youth participants: vehicle	\$2,500
Training facilities	\$2,000
Community Action Board	
Individual paid work program	\$29,296
Director and administrative staff time	\$12,132
Total In-Kind Support	\$133,442

Three Funding Sources. The proposed project is an integrated, holistic model of service: the majority of services are attributable and allowable under all three funding sources, and these costs have been spread based on the percentage formula of total State funding. Other costs are specific to individual sources: program participant salaries are charged solely to EDD/WIA; substance abuse and counseling staff and contracts are divided between DMH/PPBG and ADP/SAPT; Project Evaluator contract is divided among the funding sources based on the complexity of data collection and analysis. The overall totals reflect the State percentage formula.

Indirect Costs. Indirect charges reflect each agency's overhead operating costs, as follows: HRA (5%); VRC (5.5%); PVPSA (6%); Youth Services (10%); CAB (6%).

Salaries, Contracts and Supplies. All salaries and contracts are within standard and customary remuneration in this county, based on the local job market and cost of living. Supplies are based on typical costs associated with local program operation in Santa Cruz County.

Training Consultants. Possible consultants for the Youth Development training component include Search Institute, Youth On Board, The Mentoring Center, the National Youth Development Information Center, as well as local and regional training professionals.

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)
BY: [Signature] (Signature) 12/18/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement? ☐ Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz Health Services Agency (Department/Agency)
and Santa Cruz Schools, 2931 Mission Street, Santa Cruz, CA. 95060 (Name/Address)

2. The agreement will provide for continuation drug abuse prevention and parenting education services.

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 25,835.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: INCREASED FROM \$12,635 LISTED ON CCH OF CONTINUING AGREEMENTS LIST

5. Detail: ☒ On Continuing Agreements List for FY 2001-02. Page CC- 11 Contract No: 10900 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 364042 (Index) 3638 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
cc: Therese

Contract No: CO 10900-01
By: [Signature] Date: 12/27/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

HEALTH SERVICES ADMINISTRATOR (Dept/Agency Head) to execute on behalf of the HEALTH SERVICES AGENCY

Date 1.2.02 By: [Signature] (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$ JE Amount	Lines	H/TL	Keyed By	Date
033					
TC1:0		\$		/	
Auditor Description	Amount	Index	Sub object	User Code	

AGREEMENT between the COUNTY OF SANTA CRUZ

County Dept/Agency: HEALTH SERVICES AGENCY
Alcohol and Drug Program

Contract # C010900-01

Hereinafter called COUNTY and:

SANTA CRUZ CITY SCHOOLS
2931 Mission Street
Santa Cruz, CA 95060

Telephone: (831) 429-3305

Hereinafter called CONTRACTOR for: Community based Alcohol and Drug Services

WHEREAS **COUNTY** has need of comprehensive school-based primary prevention programs for FY 2001/02; and,

WHEREAS CONTRACTOR has skills and capacity to provide such services; and,

WHEREAS, pursuant to the provisions of California Government Code Section 26227, the Board of Supervisors of COUNTY is authorized to enter a contract for such services,

NOW, **THEREFORE**, the parties hereto do mutually agree as set forth in:

EXHIBIT	TITLE
A	Specific Contractor Information
B	HSA Standard Provisions
C	HSA Alcohol & Drug Program Provisions
D	Contractors Fiscal Provisions
E	Description of Services
F	Assurances

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 2001 through June 30, 2002.

CONTRACTOR

COUNTY:

Ryck Nelson
(Signature)

(Signature)

SUPERINTENDENT
(Title)

(Title)

Approved as to form:

County Counsel

Approved as to Insurances:

Risk Management Division Chief

Index # 364042
Subobject # 3638
Contract # C010900-01
Amount \$ 25,835

(Reserved for Clerk of Board)

(DISTRIBUTION)
County Administrative Office
County Counsel
Auditor Controller
Alcohol and Drug Program Administrator
Health Services Agency
Contractor

EXHIBIT A
INDIVIDUAL CONTRACTOR INFORMATION

- A.1. ADMINISTRATION: County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator **shall** represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Superintendents shall administer this Agreement on behalf of Contractor.
- A.2. TERM: The term of this Agreement shall commence on July 1, 2001 and continue through and including June 30, 2002 during which time Contractor shall perform the services provided herein.
- A.3. COMPENSATION: Total contract amount shall not exceed Twenty five Thousand, Eight Hundred Thirty-five and No/100 dollars (\$25,835.00) for services performed during the term of this Agreement, In no event shall County obligation of State Drug and Alcohol Allocation base and required County funds exceed this amount.

FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay contractor a total sum not to exceed \$12,635 for services performed during the term of this Agreement in accord ~~with~~ the negotiated rates set forth in Exhibit D.

FOR COST REIMBURSEMENT CONTRACTS (PROPOSITION 10): County agrees to pay Contractor a total sum not to exceed \$13,200 for services performed during the term of this Agreement, based on reimbursement of allowable costs.

In no event shall County be required to pay for the cost of services which are covered by funding received by Contractor from other governmental contracts or grants.

- A.4. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Programs, 1400 Emeline Avenue, Santa Cruz CA 95060, or to Contractor at: Santa Cruz City Schools, 2931 Mission Street, Santa Cruz, CA 95060

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COUNTY OF SANTA CRUZ
EXHIBIT B
STANDARD COUNTY/AGENCY PROVISIONS

B.1. **INDEPENDENT CONTRACTOR.** It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

B.2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

B.3. RESPONSIBILITY FOR INVENTORY ITEMS.

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

B.4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with

respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

- B.5. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- B.6. **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.
- B.7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- B.8. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- B.9. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for ~~tax~~ exempt corporations pursuant to 26 **C.F.R.** Section 501(c)(3)-ib(3).
- B.10. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
- B.11. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
- B.12. **ADMISSION POLICIES.** Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, and that no one will be refused services because of inability to pay for services.
- a. **Nondiscrimination in Services, Benefits and Facilities.** There shall be no discrimination in the provision of services because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender or pregnancy, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by

others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender or pregnancy.

B.13. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- a.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s age (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

- b.** If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B.14. CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- B.15. MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
- B.16. REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- B.17. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- B.18. EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
- B.19. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- B.20. VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
- B.21. TRAVELING EXPENSES, FOOD AND LODGING.**
- a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
 - b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.
- B.22. CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator

may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

- B.23. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.
- B.24. **CHANGES.**
- a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
 - b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.
- B.25. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
- a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress *so* as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice ~~from~~ COUNTY specifying such failure, COUNTY **may** by written notice of default terminate the whole or **part** of this Agreement.
 - b. In the event of a termination pursuant to Paragraph 25a, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.
- B.26. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY ~~or~~ the CONTRACTOR with **thirty** (30) days written notice.
- B.27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- B.28. **EXTENSION OF TIME.** COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
- B.29. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five **(5)** years after final payment under ~~this~~ Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five **(5)** years after final payment under this Agreement.

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later ~~than~~ eight (8) months following the end of the fiscal year being audited.

- B.30. ~~WITHHOLDING OF~~ PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- B.31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- B.32. OVERPAYMENTS. Over payments as determined by audits shall be payable to COUNTY within ~~thirty~~ (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
- B.33. INSURANCE.
- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.
 - b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
 - (1) Types of Insurance and Minimum Limits
 - (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
 - (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage,
 - (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability.
 - (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
 - (e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of COUNTY'S inventoriable items in the possession of CONTRACTOR. Insurance policy must name COUNTY as the loss payee.
 - (2) Other Insurance Provisions
 - (a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post

agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

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

- (c) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Claims Desk, Health Services Administration, P.O. **Box 962**, Santa Cruz, CA **95061**."

- (d) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: Claims Desk, Health Services Administration, P.O. **Box 962**, Santa Cruz, CA **95061**.

B.34. SAFETY AND INFECTION CONTROL.

- a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are ~~no~~ enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
- b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

B.35. CULTURAL COMPETENCY:

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations. CONTRACTOR shall provide or make available to staff cultural competency training. CONTRACTOR'S clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

EXHIBIT C SPECIFIC ALCOHOL & DRUG PROGRAM PROVISIONS

FISCAL PROVISIONS

- c.1. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of Contractor and County and in no event shall Contractor be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.
- c.2. **PARTIAL PERFORMANCE:** In the event that less than all services are performed in a proper and timely manner, Contractor shall be paid only the reasonable cost for the services performed for the payment period as determined by County's Administrator.
- C.3. **FINAL BUDGET/CONTRACT REVISION:** Contractor has the option to revise contract and/or contract budget with approval of County Administrator. Final revisions shall be submitted to County's Administrator no later than sixty (**60**) days prior to the last day of this Agreement.
- C.4. **BUDGET:** Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the unit of service rate or cost reimbursement amount in Exhibit D, which shall be incorporated by reference in this agreement.
- C.5. **COST ALLOCATION:** Contractor agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all program components and to permit County to examine all books and accounting records, including, invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- C.6. **REOPENING ~~OF~~ AGREEMENT:** Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. If County agrees to reopen Agreement, Contractor may be reimbursed for services provided after the date of County approval to amend the agreement. In no event shall Contractor be reimbursed for services not covered under this Agreement until a written amendment to this Agreement is approved by County. If Contractor provides services not covered by this Agreement after County has agreed to reopen, it does so at its own risk and will not be compensated for costs related to those services in the event that a final written amendment to this Agreement is not approved by the Board of Supervisors.
- C.7. **PAYMENT BY CLAIM:** County agrees to pay Contractor on receipt of a properly submitted claim on forms provided by County. Each claim shall be approved by County prior to payment. County may withhold payment of any claim until contract reports are received and approved by County.
- C.8. **METHOD OF PAYMENT**

FEE FOR SERVICE CONTRACTS: County shall compensate Contractor on a fee-for-service basis for performing the services listed in Exhibit E. Contractor shall report to County in arrears all costs and units of service provided. All reports shall clearly reflect all required information regarding the services for which claim is made. Each report shall reflect any, and all, payments made to Contractor by, or **on** behalf of, clients. County shall make payment to Contractor in accordance with the unit of service rates set forth in Exhibit D.

COST REIMBURSEMENT CONTRACT (Proposition 10 Parenting Classes): County shall compensate Contractor on a cost reimbursement basis for actual net costs incurred for Proposition 10 Parenting Classes as described in Exhibit E in accordance with the approved budget. Any costs in excess of the approved budget must be approved by the County Alcohol and **Drug** Program Administrator. Contractor shall report to County all costs for providing services. All reports shall clearly reflect all required information regarding the costs for which claim is made. Each report shall reflect any, and all payments made to Contractor by, or on behalf of, clients.

ADVANCE: Contractor shall be provided the option of electing to receive from County an advance payment. Contractor assures that a cash advance is needed each month in order to provide the contracted services. The amount of the advance payment shall be equal to 1/12th of the County's maximum compensation, as shown in Exhibit D of this Agreement. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that the contractor does not need the full advance amount to support the program's cash flow during the month. Contractor may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon County Administrator's approval. Any unused funds exceeding the carry-over base shall be offset against the next month's advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to County's Administrator shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs. Advance claims will include contract performance data as prescribed by the County. Contractors with cost reimbursement contracts shall file monthly or quarterly expenditure reports with each advance request. The expenditure reports must be identical in format as the contract budget or in a format approved by the County's Administrator.

- c.9. ACCOUNTS RECEIVABLE: In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. The accounts receivable either shall be assigned to County or shall be used to offset any amounts that may be due to Contractor resulting from such termination.
- C.10. ANNUAL COST REPORT: For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- c.11. ANNUAL AUDIT: Contractors expending less than \$300,000 of Federal funds may be required by the County to have an audit, and will be notified in writing by the County Alcohol and Drug Program of any audit requirement and the due date. The scope of the audit and auditor's opinion shall include tracing a sample of units of service or costs charged to the contract to source documents. Any exceptions on units of service or costs shall be reported as adjustments in the audit report. Contractors having independent audits shall submit a copy of all audit reports, comments on findings and recommendations, and corrective action plans to the County Alcohol and Drug Program Administrator within 15 days of receipt of the audit report. County may withhold payment of claims until such reports are received.

Contractor agrees to pay County the full amount of any liability found to be due County due to audit exceptions of Contractor. County agrees to pay Contractor any additional amounts found to be owed by County to Contractor as a result of the audit report findings, not to exceed the maximum financial obligation of County under this agreement.

- c.12. RECORDS, AUDIT, AND INSPECTION THEREOF: Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Agreement. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.

MISCELLANEOUS PROVISIONS:

- C.13. **INCIDENT REPORTING:** Contractor will report all incidents affecting the immediate health, safety and well-being of clients to the County Alcohol and Drug Program Administrator or his/her designee within **24** hours of knowledge of the condition or incident. Reportable incidents include, but are not limited to, deaths; episodes of acute life-threatening illness; serious physical or psychological injuries or risk thereof; and allegations of abuse and/or neglect.
- a. Contractor shall establish policies and procedures for investigation of such incidents and cooperate fully with County Alcohol and Drug Program Administration in any additional investigation it may wish to conduct.
- C.14. **ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS:** Contractor's Superintendent, or his/her designee, shall attend all duly called meetings of the Santa Cruz County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled or a portion of any claim may be withheld.
- C.15. **CONFORMANCE TO REGULATIONS:** Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Government Code of Regulations - Title IX, California Health and Safety Code - Division 10.5, Drug Program policies as identified in the Drug Program Fiscal Systems Manual (March 1985), ADP's "County Monitoring Manual for Treatment Providers (July 1982) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C.16. **PERSONNEL POLICIES:** In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to County.
- C.17. **REAL PROPERTY DISCLOSURES:** If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an affidavit sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

EXHIBIT D FISCAL PROVISIONS

- D.1. **M A X I ** ALLOCATION:** Contractor agrees that County's Maximum Allocation under the terms of this Agreement for each mode of service are listed below. The County reserves the right to change the source of funds based on County and State requirements.

BY FUNDING SOURCE

TOTAL	Modality	Other Funds	Proposition 10 Funds
\$ 12,635	Prevention	\$ 12,635	
\$13,200	Parenting Education		\$ 13,200
\$25,835	Total	\$ 12,635	\$ 13,200

- D.2. **FEE FOR SERVICE CONTRACTS UNIT OF SERVICE RATES:** County agrees to compensate Contractor at the unit of service rates set forth below. Settlement will be done at the end of the contract with the Cost Report. Contractors may request a change in the below rates, by a written request to the County Administrator. County Administrator may approve rate changes of 10% or less. Rate changes above 10% will require a contract amendment.

UNIT	RATE	SERVICE
Staff Hour	\$24.21	Prevention

- D.3. **DEFINITIONS:** Definition of above units of service shall be as follows:

STAFF HOUR: Those ~~hours~~ that a direct service staff person is on the job and available to provide services. A direct service staff person is defined as a staff person who spends time providing services directly to program clients. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to County. Volunteer and unpaid intern time may not be billed to County. Prevention time is to be billed in 15 minute increments of direct staff time that a direct service staff person is on the job and available to provide prevention services.

- D.4. **COST REIMBURSEMENT (Proposition 10 Parenting Classes):** Payment of State and County funds shall be based on actual costs and shall not exceed **\$13,200**. Contractor will provide documentation of actual costs within **30** days of the end of each quarter. Each class will include two hours of classroom instruction weekly for eight weeks to up to **20** Proposition 10 clients that are authorized and approved by the HSA Mental Health Client Specialist as part of the Child Welfare Services Treatment Team. In addition, CONTRACTOR will provide Client Progress Reports in accordance with **COUNTY** Protocols.
- D.5. **ADVANCE BASE:** Advances for NNA and Proposition 10 services shall be made on a base of **\$ 25,835**.
- D.6. **INCREASE IN M A X I ** ALLOCATION FOR MODE OF SERVICE:** Funds may not be shifted between modalities, e.g., Outpatient and Prevention, without written approval by County Administrator. Shifts can be requested to the extent that there are funds available as a result of reduced billings for another mode of service or other modes of services hereunder. Such shifting of funds shall be on a dollar for dollar basis and as the Maximum Allocation for provision of a particular mode of service is augmented, there shall be a corresponding reduction in the Maximum Allocation for another mode of service or modes of services.

EXHIBIT E-1
DESCRIPTION OF SERVICES

Contractor: Santa Cruz City Schools
 Component: Health Services
 Modality: Primary Prevention
 Primary Target Groups Treated Youth in Schools

Provider #: 44-4407

Budget and Unit of Service (UOS) Data

	99-00 Past Year Actual	00-01 Current Year Estimated	01-02 New Budget Year Estimated
Gross Program Cost	\$232,824.00	\$ 12,149	\$ 12,635
County Funding	\$ 11,569.00	\$ 12,149	\$ 12,635
Number of clients funded by County	60	60	60

PRIMARY PROBLEMS TREATED

The Santa Cruz City Schools (SCCS) provides school-based alcohol, tobacco and other drug abuse prevention services through a comprehensive K-12 program. The need for continued primary intervention services for elementary students (K-3) and their families is addressed in the program goals and objectives. Prevention services are curriculum and activity based and integrated into a district wide program that includes a comprehensive substance abuse policy, staff and administrator training.

PROGRAM GOALS AND OBJECTIVES: Santa Cruz City Schools will provide a total of 522 staff hours of primary prevention services as described in Goals I through III below.

GOAL I. To reduce the likelihood of alcohol and drug use through building skills of youth, parents teachers, families, and concerned persons with activities such as training parents in parenting skills and how to talk to their children about alcohol and drugs; training teachers and school administrators in implementation of alcohol and drug prevention classroom curriculum; mentoring of youth; teaching youth communication, conflict resolution and drug refusal skills; and training youth and community members on leadership skills.

The Primary Intervention Program (PIP) is an early intervention and prevention program. It is cost effective as it employs paraprofessionals who provide direct services to students. By relying on SCCS staff for the majority of prevention services, the district maintains control in terms of hiring, supervision, training and program quality. The program objectives are clearly linked to quantifiable outcomes such as attendance, school success, and discipline referrals. This facilitates program monitoring, evaluation and budget analysis.

- OBJECTIVE A.** Provide a total of 522 NNA direct service hours of primary intervention services to the students enrolled in the six elementary schools in the Santa Cruz City School District, and maintain and strengthen direct service linkages with community agencies.
- OBJECTIVE B.** At least 30 Students will be identified and referred for assistance from the Primary Intervention Program (PIP).
- OBJECTIVE C.** Approximately 30 parents with children participating in PIP will receive consultation and appropriate referrals for support services as needed.
- OBJECTIVE D.** At least 15 (50%) of parents with children participating in PIP will attend Open House and/or Back to School Night, and visit the PIP play room and meet with program staff,

OBJECTIVE H. At least 30 families whose children participate in PIP are invited to attend a conference at the conclusion of their child's 12 sessions.

GOAL II. To provide skilled professional assistance in the overall coordination of the district-wide prevention and Student Assistance Program.

OBJECTIVE A. The District will continue to maintain the position of Program Director who will coordinate and support the Primary Intervention Program (PIP) at each elementary school.

OBJECTIVE B. The Program Director will provide coordination of prevention services related to objectives of this contract.

GOAL III. To promote staff development and competency by providing training to staff,

OBJECTIVE A. Document trainings attended by staff in individual employee training **logs** and maintain in employees' personnel files.

GOAL IV. To ensure accessibility to individuals with disabilities into county funded programs and to meet the Americans With Disabilities Act (ADA) requirements, and County and ADP reporting and action requirements.

OBJECTIVE A. To conduct ~~an~~ annual review of the agency's ADA Accessibility Policy, and report on any revisions to the policy in the First Quarter Report. Name the agency staff person who is responsible for ADA compliance.

OBJECTIVE B. Any complaints related to ADA compliance must be reported verbally to DADPA within **24** hours and in writing within three days.

GOAL V. To maintain a high level of Latino accessibility to services and to take needed actions to improve agency cultural competency and service accessibility for non-English speaking clients.

OBJECTIVE A. To conduct an annual review of the agency's Latino Accessibility Policy and agency's cultural competency/accessibility objectives.

GOAL VI. To evaluate program effectiveness.

OBJECTIVE A. To evaluate in the annual report the effectiveness of services provided including any outcome study results controlled by the agency.

EXHIBIT E-2
DESCRIPTION OF SERVICES

Contractor: Santa Cruz City Schools

Component: Adult Education

Provider #: 44-4407

Modality: Parent Education

Primary Target Groups Treated: Proposition 10 Parents in Recovery

Budget and Unit of Service (UOS) Data

	99-00 Past Year Actual	00-01 Current Year Estimated	01-02 New Budget Year Estimated
Gross Program Cost			\$13,200
			\$13,200
Number of clients funded by County			60

PRIMARY PROBLEMS TREATED

This course is for people in early recovery who have children and who want to break unhealthy, discouraging patterns of relating that are created by chemical abuse. The course provides participants with an opportunity to explore the long range results of their discipline methods, a framework for better understanding of the goals of misbehavior, and develop communication skills that foster mutual respect and dignity. They will become familiar with parenting options that promote the development of internal discipline and the personal characteristics of being responsible, confident and capable.

PROGRAM GOALS AND OBJECTIVES: Santa Cruz City Schools Adult Education will provide series to a total of 60 persons in three Positive Parenting for Parents in Recovery educational classes.

GOAL, I. To provide parents with the tools and skills necessary to successfully use the Positive Discipline methods developed by Jane Nelsen and others associated with the philosophies of Alfred Adler and Rudolf Dreikurs. Parents will understand the importance of encouragement and ways to involve their children in decision making and problem solving. Through reading, group discussions, and experiential opportunities, parents will explore a variety of options available such as consequences versus punishment, limited choices, and following through with dignity and respect. They will learn from each other by using Parents Helping Parents Problem Solving Steps with real problems they are having with children in their lives.

OBJECTIVE A. Provide three Positive Parenting in Recovery programs to Proposition 10 parents. Each class will include two hours of classroom instruction weekly for eight weeks to up to 20 Proposition 10 clients that are authorized and approved by the HSA Mental Health Client Specialist as part of the Child Welfare Services Treatment Team. In addition, CONTRACTOR will provide Client Progress Reports in accordance with COUNTY Protocols.

EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

Santa Cruz City Schools, (hereinafter called the "Recipient") agrees that it will comply with Article 9.5 (commencing with Section 1135) of the Government Code and the regulations adopted or actions taken by the State Department of Alcohol and Drug Programs to implement such Article to the end that no person in the State of California shall, on the basis of ethnic group identification, religion, age, gender, color, or disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under any program receiving State financial assistance.

Recipient shall ensure that each of its employees are aware of the rights of ultimate beneficiaries and the responsibilities of recipients under Article 9.5, and make available to ultimate beneficiaries and other interested persons information regarding the provisions of Article 9.5 and implementing regulations and their applicability to the program or activity for which the Recipient receives State financial assistance. Further, the Recipient certifies that it has a process in place by which complaints pursuant to Article 9.5 are resolved informally and quickly at the lowest possible level.

Recipient shall permit access by representative of the State Department of Alcohol and Drug Programs at any time during normal business hours to such of its books, records, accounts, other sources of information and its facilities as may be pertinent to ascertain compliance with Article 9.5. Recipient recognizes and agrees that State financial assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the State of California shall have the right to seek administrative and judicial enforcement of this assurance. This assurance is binding on the Recipient, its successor transferees, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

SANTA CRUZ CITY SCHOOLS
2931 Mission Street
Santa Cruz, CA 95060

(Authorized Official)

(Date)

EXHIBIT F-2ASSURANCES REGARDING THE NO UNLAWFUL
USE OF DRUGS OR ALCOHOL

Consistent with the requirements of California Health and Safety Code, Division 10.5, Sections 11999 through 11999.3 (**SB 1377**), Statutes of 1989, Chapter 1429, and on behalf of Santa Cruz City Schools (official program name) the undersigned person does hereby assure that:

1. He or she understands the requirements of Section 11999.2, which states:
 - (a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use **of** drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful of drugs or alcohol.
 - (b) All aspects of a drug- **or** alcohol-related program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings. These materials and program may include information regarding the health hazards of use **of** illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive concepts consistent with the "no unlawful use" of drugs and alcohol message.
 - (c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.
 - (d) This section does not apply to any programs funded by the state that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use.
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

Printed Name* _____

Original Signature* Title Date

* NOTE: This form must be signed by the person responsible for operating a drug- or alcohol-related program.

ADP 7290 (4/92)

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0303
0304

0303

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

FROM:

HSA / CLINICS

(Dept.)

(Signature)

14/18/11

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the HEALTH SERVICES (Agency)
and NURSEFINDER'S 4880 STEVENS CREEK BLVD
SAN JOSE, CA 95129 (Name & Address)
- The agreement will provide NURSING AND LICENSED TECH SERVICES
- The agreement is needed TO PROVIDE FOR ABOVE
- Period of the agreement is from 7-1-01 to UNTIL TERMINATED
- Anticipated cost is \$ ~~25000~~ (Fixed amount; Monthly rate Not to exceed)
- Remarks: LATE AMENDMENT ONLY
- Appropriations are budgeted in 366010 AND 366120 (Index#) 3665 (Subobject)

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

Appropriations ~~are available and have been~~ encumbered.
~~are not~~ will be

Contract No. 2531 Date 12/31/01

GARY A. KNUTSON, Auditor - Controller

By Renee Garrison

Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the

HSA ADMINISTRATOR

to execute the same on behalf of the HEALTH SERVICES AGENCY

(Agency).

County Administrative Officer

Remarks

(Analyst)

By

Gary Knutson

Date 1.2.02

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Crig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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

19

By

033

0305
CONTRACT 2531
Account: 366110
366120
Subobject: 3665

0304

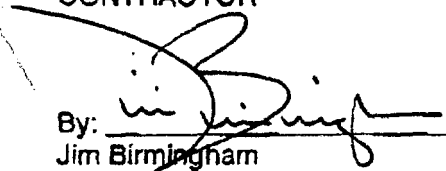
Santa Cruz County Health Services Agency

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated July 1, 2001, by and between the COUNTY OF SANTA CRUZ and NURSEFINDER'S by deleting "Exhibit A: Rate Schedule" and substituting the attached and revised "Exhibit A: Rate Schedule". The revised Exhibit A is now in effect unless terminated by either party subsequent to 30 days written notice.

All other provisions of said agreement shall remain in full force and effect.

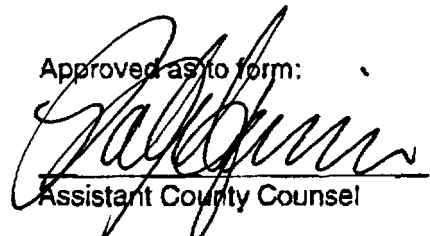
CONTRACTOR

By: 
Jim Birmingham
VP, Staffing Division
Nursefinder's, Inc. d/b/a/
Nursefinder's of San Jose
Address: P.O. Box 910477
Dallas, Texas 75391
408-554-0422
Date:

COUNTY OF SANTA CRUZ

By: _____
Rama Khalsa, HSA Administrator
Date:

Approved as to form:


Assistant County Counsel

Distribution:

Auditor-Controller
County Counsel
HSA Administration
Contractor

FAX NO. : 0500

Nov. 05 2001 01:25PM P2

0305

EXHIBIT A

RATES

	M-F 7-3/9-5	M-F 3-11	M-TH 11-7	WEEKEND All Shifts
RN General Staff	48.95	49.95	49.95	50.95
LVN/LPT General Staff	35.95	36.95	36.95	37.95
Licensed Radiologic Technologist	26.95	27.95	28.95	29.95
CNA/MA Unlicensed Staff	25.05	25.95	26.95	27.95

OVERTIME

Any overtime in excess of eight (8) hours per day or forty (40) hours per week by an employee will be billed at time and one half the regularly scheduled hourly bill rate. Overtime in excess of twelve (12) hour per day will be billed at double time the regularly scheduled hourly bil. rate. Overtime requires written approval.

HOLIDAYS

Holiday rates are paid for the day, evening and night shifts on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas and for the evening and night shifts on Christmas Eve and New Year's Eve. The holiday billing rate is one and one-half (1%) times the regular billing rate for each hour worked.

TEMPORARY TO PERMANENT CONVERSION

if the County desires to hire a Contractor employee, the County will give immediate written notice to the Contractor. The employee will remain an employee of Contractor for a period of one hundred eighty (180) working days or one thousand (1,000) hours from the date of receipt of such notice, and Contractor will bill the County for the hours worked by the employee for the County. At the end of the one hundred eighty (180) working day or one thousand (1,000) hour period, the employee will become an employee of the County.

INDEMNIFICATION (Provisions of Paragraph 5 are deleted and the following indemnification provisions shall apply instead.)

Each party agrees to indemnify and hold the other, including directors, officers, agents and employees, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the duties prescribed in this Agreement. Each party shall give the other immediate written notice of any claim, suit or demand

033

FROM :

FAX NO. : 0307

Nou. 05 2001 01:26PM P3

0306

which may be subject to this provision. This provision shall survive the termination of the Agreement.

033

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

To: **Board of Supervisors**
County Administrative Office
Auditor ~~Controller~~

FROM: HEALTH SERVICES AGENCY (Mental Health) (Department)

BY: *Don York* (Signature) 12/18/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

- Said agreement is between the Co. of Santa Cruz Mental Health & Substance Abuse Services (Department/Agency) and Family Service Agency of the Central Coast (Name/Address)
- The agreement will provide a Suicide Prevention Language Translation Line & Senior Outreach Counseling Training program.
- Period of the agreement is from July 1, 2001 to June 30, 2002
- Anticipated Cost is \$ 20,800 ☐ Fixed ☐ Monthly Rate ☒ Annual Rate ☐ Not to Exceed
Remarks: Name change only. Formerly Family Service Assoc. of Santa Cruz
- Detail: ☒ On Continuing Agreements List for FY 01 - 02, Page CC-10 Contract No: C010492-01 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 363210 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations ~~are~~ are not ~~have been~~ will be ~~encumbered.~~

Contract No: 10492

By: *Renee Ho mison* Date: 12/31/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Date: 1-2-02 By: *Sharon Peckman* (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code

033

Index No. 363210
Subobject No. 3665
Contract No. CO10492-01

Family Services Association of Santa Cruz
Amendment to the 2000-2001 Agreement

The parties hereto agree to amend that certain agreement dated July 1, 2001, County Contract No. 492-01, by changes as **follows**:

1. Coversheet

Change contractor name from FAMILY SERVICE ASSOCIATION OF SANTA CRUZ to FAMILY SERVICE AGENCY OF THE CENTRAL COAST.

All other provisions, excepting those mentioned above, shall remain the same.

Dated: December 15, 2001

COUNTY OF SANTA CRUZ

CONTRACTOR

By _____
Health Services Administrator

By David A. Bianchi
David Bianchi, Executive Director
Family Service Agency of The Central Coast
104 Walnut Avenue, Suite 208
Santa Cruz, California 95060

APPROVED AS TO FORM

Harry A. Oberhelman III
County Counsel 12/17/01

Approved as to Insurance
By Janet McKinley
Risk Manager
Date 12-17-2001

TC11.0	\$	/		
Auditor Description	Amount	Index	Sub object	User Code

033

COUNTY OF SANTA CRUZ
HEALTH SERVICES AGENCY
COMMUNITY MENTAL HEALTH

AMENDMENT TO AGREEMENT

Contract #: CO1471A

Between: County of Santa Cruz - Health Services Agency
and
Center for Applied Local Research
5200 Huntington Ave., Suite 200
Richmond, CA 94804

Effective Date of Amendment: November 20, 2001

The parties named above agree to amend contract CO1471A as set forth in the attached Exhibit "A" by increasing the amount of compensation for fiscal year 2001-02 from \$7,000 to \$13,000; amending Section 2; amending Attachments C and D; and extending the contract to FY 2002-03 for \$6,000. Additions are in **bold and underlined** and a line has been drawn through old language to be deleted. All other provisions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below,

CONTRACTOR:

COUNTY OF SANTA CRUZ:

BY: 

BY: _____

DATE: 10/22/01

DATE: _____

Approved as to form:

Attest:


Assistant County Counsel

Clerk, Board of Supervisors

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
HSA Administration
Community Mental Health
Center for Applied Local Research

~~0312~~**Exhibit "A"**

Contract No. CO1471A

Index No. 363124,
363103, and
364035

Account No. 3665

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: As itemized on Attachments A and C - Scope of Work.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

~~\$112,500~~ **\$124,500** maximum agreement amount over ~~six~~ **seven** fiscal years, \$6,000 for FY 96-97, \$21,000 for FY 97-98, \$20,532 for FY 98-99, \$37,468 for FY 99-2000, \$20,500 for FY 2000-01, ~~and \$7,000~~ **\$13,000** for FY 2001-02 ~~and \$6,000 for FY 2002-03~~ **as** specified on Attachments B and D - Evaluation Budgets. This includes all salaries, benefits, travel, office expenses, etc. utilized in development of deliverables.

Reimbursements shall be based on receiving deliverables.

CONTRACTOR shall bill monthly. Claims shall be sent to Glenn Kulm, Administrative Deputy Director, P.O. Box 962, Santa Cruz, CA, 95061

ATTACHMENT C

Center for Applied Local Research

Scope of Work

Santa Cruz County Drug Court Evaluation

CAL Research will be responsible for evaluating the Santa Cruz County Drug Court consistent with the evaluation design described in the County's application for Federal Drug Court funds. Specifically, CAL Research will be responsible for the following:

1. Database design, data entry, and analysis on all quantitative data collected by project staff related to numbers of clients screened; reasons for ineligibility; client demographics; changes in employment and educational status; changes in status related to alcohol and drug use, housing, public assistance utilization, hospitalizations, emergency room visits, arrests, days in jail, and court appearances; urinalysis and breathalyzer results; and program completion.
2. Analysis of cost-effectiveness data, using data supplied by the County on average costs of Drug Court program services, court appearances, arrests, jail days, hospital days, and emergency room visits.
3. Preparation of quarterly progress reports regarding evaluation activities necessary to meet State and Federal reporting requirements.
4. Preparation of annual written reports on description of participants, analysis of outcome results, and cost-effectiveness.

For the 2001-02 and 2002-03 fiscal years, CAL Research will be responsible for evaluating the Santa Cruz County Drug Court consistent with the evaluation design described in the County's application for Federal Drug Court Enhancement Grant funds. Specifically, CAL Research will be responsible for the following:

1. Data analysis on all quantitative data collected by project staff related to client demographics; changes in employment and educational status: changes in status related to alcohol and drug use, housing, public assistance utilization, hospitalizations, emergency room visits, arrests, convictions, and indicated sentence versus jail days actually served; urinalysis and breathalyzer results; drug-free babies born; and program completion.
2. Analysis of cost-effectiveness data, using data supplied by the County, on average costs of Drug Court program services, arrests, jail days, hospital days, and emergency room visits.

3. Preparation of an annual report at the end of 2001-02 and a final report at the end of 2002-03 regarding evaluation activities necessary to meet Federal reporting requirements.

Attachment D**2001-02 Drug Court Evaluation Budget**

<u>Personnel</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Project Supervisor</u>	<u>6.00</u>	<u>\$100.00</u>	<u>\$600</u>
<u>Project Director</u>	<u>42.00</u>	<u>70.00</u>	<u>2,940</u>
<u>Research Assistant</u>	<u>42.00</u>	<u>50.00</u>	<u>2,100</u>
<u>Total Personnel</u>			<u>\$5,640</u>
<u>Other Costs</u>			
<u>Mileage (@ \$.30/mile)</u>			<u>120</u>
<u>Other Travel</u>			<u>60</u>
<u>Postage & Shipping</u>			<u>60</u>
<u>Duplication</u>			<u>30</u>
<u>Telephone</u>			<u>90</u>
<u>Total Other Costs</u>			<u>\$360</u>
<u>Total Charges</u>			<u>\$6,000</u>

\$66.67 = Rate/Hour

2002-03 Drug Court Evaluation Budget

<u>Personnel</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Project Supervisor</u>	<u>6.00</u>	<u>\$100.00</u>	<u>\$600</u>
<u>Project Director</u>	<u>42.00</u>	<u>70.00</u>	<u>2,940</u>
<u>Research Assistant</u>	<u>42.00</u>	<u>50.00</u>	<u>2,100</u>
<u>Total Personnel</u>			<u>\$5,640</u>
<u>Other Costs</u>			
<u>Mileage (@ \$.30/mile)</u>			<u>120</u>
<u>Other Travel</u>			<u>60</u>
<u>Postage & Shipping</u>			<u>60</u>
<u>Duplication</u>			<u>30</u>
<u>Telephone</u>			<u>90</u>
<u>Total Other Costs</u>			<u>\$360</u>
<u>Total Charges</u>			<u>\$6,000</u>

\$66.67 = Rate/Hour

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