



# County of Santa Cruz

0059

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## 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

January 15, 2002

**AGENDA: February 5, 2002**

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

**Re: HEALTHY FAMILIES/MEDI-CAL FOR CHILDREN OUTREACH PROJECT**

Dear Members of the Board:

On June 12, 2001, your Board approved the submission of a grant application to fund a Healthy Families/Medi-Cal for Children Outreach Project. The proposal was submitted by the Santa Cruz County Health Care Outreach Coalition with the Health Services Agency (HSA) acting as the fiscal agency. HSA has been notified by the State Department of Health Services (DHS) that the proposal has been funded for the time period of February 2002 through June 2003 in the amount of \$261,000. Funding of this application was made possible by the Packard Foundation with the matching federal funds managed by DHS. Attached are the funding notification letter and a resolution accepting and appropriating \$87,000 in unanticipated revenue for this fiscal year.

This project will provide funding for HSA to conduct outreach, enrollment and assistance with utilization of health services for uninsured children who are clients in the County's Child Health and Disability Prevention program, to maintain a countywide client tracking database to enhance retention of health benefits over time and to assist private providers with enrolling uninsured children who are their clients in Healthy Families or Medi-Cal. Subcontracts with community agencies will provide funding to conduct outreach, enrollment and utilization of health services for the families and children that they serve. Subcontracting agencies are: Walnut Avenue Women's Center (\$59,722), Familia Center (\$26,779), Watsonville YWCA (\$46,369), and Salud Para La Gente (\$27,675). Funding for fixed asset purchases of a laptop computer to conduct on-line Healthy Families enrollment in the amount of \$2,500 and a portable projector for training purposes in the amount of \$3,500 will also be provided by the grant.

The goal of the proposed outreach project is to enroll 1,295 uninsured children, to assist 755 families in utilizing health services for their children and to re-enroll or retain 755 children in Healthy Families or Medi-Cal by June 30, 2003.

HSA will submit the state contract for your Board's approval once it has been finalized. The State anticipates that this will occur by March 2002.

There are no additional county general fund costs associated with this agreement.

It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating \$87,000 in unanticipated revenue for the Medi-Cal Outreach Project into the HSA budget; and
2. Approve fixed asset purchases of a laptop computer in the amount of \$2,500 and a portable projector in the amount of \$3,500; and
3. Approve the agreements with: Walnut Avenue Women's Center for a maximum amount of \$59,722, Familia Center for a maximum amount of \$26,779, Watsonville YWCA for a maximum amount of \$46,369 and Salud Para La Gente for a maximum amount of \$27,675 to provide outreach services and authorize the Health Services Administrator to sign.


Sincerely,



Rama Khalsa, Ph.D.  
Health Services Administrator

Attachments: Resolution AUD-60  
DHS Notice of Intent to Award Letter 12/14/2001

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

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

**DEPARTMENT OF H**

714 P STREET, ROOM 1561  
P.O. BOX 942732  
SACRAMENTO, CA 94234-7320  
(916) 657-1542



December 14, 2001

**NOTICE OF INTENT TO AWARD**

Rama Khalsa, Ph.D.  
County of Santa Cruz, Health Services Agency  
P.O. Box 962, 1080 Emeline Avenue  
Santa Cruz, CA 95061

Subject: Healthy Families/Medi-Cal for Families Outreach

Dear Ms. Khalsa:

The Department of Health Services is pleased to provide this Notice of Intent to award your agency \$83,000 for State fiscal year 2002-03, for a total of \$261,000, for 2001-02 and \$174,000 for State fiscal year 2002-03 for component of the Community Based Organization Grant. This Notice is a result of the Healthy Families/Medi-Cal for Families (HF/MCF) program Request for Application. Your application submitted in response to the HF/MCF Request for Application and is made possible with funds from The David and Lucile Packard Foundation and matching federal funds. A key goal of the Packard Foundation's Children, Families and Communities program is to provide children with access to high quality health care through health insurance. The Packard Foundation has provided funds, subject to the approval by the California Legislature, to expand and enhance the number of community-based and school outreach contractors providing outreach and assistance to increase the number of children enrolled in HF/MCF in your county. The funds are intended to complement other efforts that the local counties and the Packard Foundation have undertaken in the region to increase the number of children enrolled in HF/MCF.

Pending approval of these funds by the California Legislature, the Department will contact your agency to begin Scope of Work and Budget negotiations the week of December 31, 2001. Final award of a contract is contingent upon negotiation of the terms and conditions of the award, including the Budget and the Scope of Work, including enrollment goals. The contract term is for two fiscal years, February 11, 2002 through June 30, 2002 and July 1, 2002 through June 30, 2003. Award amounts are subject to the annual appropriation of funds by the Legislature.

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**Notice of Intent**  
**Page 2**

Full execution **of** the contract **may** not occur until after March 1, 2002. Once we have **a fully** executed contract, Contractors will have the **ability** to receive **an** advance payment **of** one-third **of** the first-year's award amount **and** invoice in arrears for approved outreach activities performed after February 11, 2002.

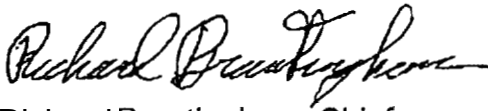
The Department **will** measure performance under the contract throughout the year. If the contractor does not, in the Department's determination, reasonably achieve **the** performance **goals** specified **in** the Scope of Work **by the end of the first** year or thereafter, the contract **will** not be continued. **In** making this determination, **the** Department will **look** closely at the number **of** children enrolled in **the** HF/MCF program **as** compared to the target number in the Scope **of** Work.

**Please** notify the Department in writing **no** later than December 31, 2001, if you are **declining** the award **of** this contract.

Congratulations on your award. We **look** forward **to** working with you to increase the number of children receiving health, dental and vision care.

If you have any questions regarding this **Notice of** Intent to **Award**, please contact Monet Parham-Lee, Chief, Outreach Unit, at **(916)**657-3087 or [mparham@dhs.ca.gov](mailto:mparham@dhs.ca.gov).

Sincerely,



Richard Brantingham, Chief  
 Education and Outreach Section  
 Medi-Cal Eligibility Branch.

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

0063

RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted: \_\_\_\_\_

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Department of Health Services for Healthy Families/Medi-Cal Program ~~program; and~~

WHEREAS, the County is recipient of funds in the amount of \$ 87,000  
which are either in excess of those anticipated or are not specifically set  
forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government code Section 29130(c)/29064(b), such funds  
may be made available for specific appropriation by a four-fifths vote of  
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 87,000 into

Department Health Services

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
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See Attached

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
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See Attached

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been  
researched and that the Revenue(s) (has been) (will be) received within the  
current fiscal year.

By [Signature] Department Head

Date 1/16/2

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COUNTY ADMINISTRATIVE OFFICER☒ Recommended to Board☐ Not Recommended to Board

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PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,  
State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by the following vote (requires four-fifths vote for approval):

AYES : SUPERVISORS

NOES : SUPERVISORS

ABSENT: SUPERVISORS

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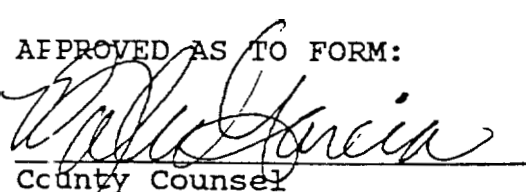
Chairperson of the Board

ATTEST:

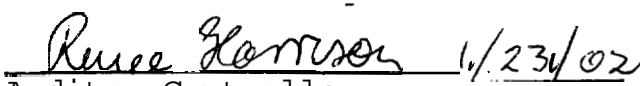
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Clerk of the Board

APPROVED AS TO FORM:

  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 1/23/02  
Auditor-Controller

Distribution:

Auditor-Controller  
County Council  
County Administrative officer  
Originating Department

HEALTH SERVICES AGENCY  
 AUD-60 ATTACHMENT  
 HEALTHY FAMILIES/MEDI-CAL OUTREACH

FISCAL YEAR 2001-2002

## REVENUES:

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	3601 20	1095	FEDERAL - MISC GRANTS	\$ 87,000
Total				\$ <u>87,000</u>

## APPROPRIATIONS:

T/C	Index Number	Expenditure Subobject Number	Account Name	Amount
021	3601 20	3493	SUPPLIES	4,000
021	3601 20	3665	PROFESSIONAL SERVICES	48,176
021	3601 20	3975	MISCELLANEOUS	10,694
021	3601 20	4166	MILEAGE	500
021	3601 20	8404	FIXED <b>ASSETS</b> - EQUIPMENT	6,000
021	3601 80	3405	MAINT - BLDG IMP STRUCTURES	17,630
Total				\$ <u>87,000</u>

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

0066

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

FROM: HEALTH SERVICES AGENCY (Department)  
BY: *[Signature]* (Signature) 1/16/2 (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 Walnut Avenue Women's Center 303 Walnut Ave Santa Cruz, CA 95060 (Name/Address)
2. The agreement will provide outreach and education activities associated with enrollment of  
eligible children in the Healthy Families and Medi-Cal for Childrer: programs.
3. Period of the agreement is from February 1, 2002 to June 30, 2002-3
4. Anticipated Cost is \$ XXXX XXXXXXXX \$17,565 ☒ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed  
Remarks: Total amount 02/11/02-06/30/03 \$59,722

5. Detail: ☐ On Continuing Agreements List for FY      . Page CC-      Contract No: 12698 OR ☒ 1<sup>st</sup> 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) 3665 (Sub object)

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

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

Contract No: 12698  
By: *[Signature]* Date: 1-23-02  
Auditor-Controller Deputy

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

Date: 1/29/02

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 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	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC1:0							
22							
Auditor Description				Amount	Index	Sub object	User Code



**COUNTY OF SANTA CRUZ**  
**Health Services Agency**

Agreement No:  
Index: **360120**  
Subobject: **3665**  
Amount: **\$59,722**  
User Code: **H121**

0067

THIS CONTRACT is entered into this **11th** day of February, **2002**, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and WALNUT AVENUE WOMEN'S CENTER, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached here and incorporated herein by this reference.

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
C	Contractor Information and Scope of <b>Work</b>
D	Fiscal and Payment Provisions

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

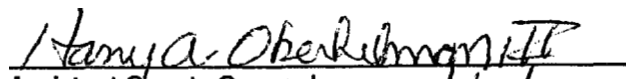
**CONTRACTOR:**

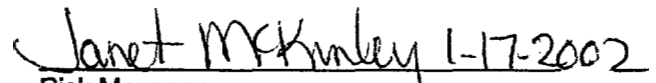
**COUNTY OF SANTA CRUZ**

Name:	Name: Rama Khalsa, Ph.D.
Title:	Title: Health Services Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:

Approved as to insurances:

  
Assistant County Counsel  
1/16/02

  
Risk Manager  
1-17-2002

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor

1. TERM. The term of this contract shall be from February 11, 2002 until June 30, 2003 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.

2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

b. Other Insurance Provisions

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

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

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

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

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

5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

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

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. 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 first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

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

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

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

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

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. 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 and shall be submitted to COUNTY'S Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. 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.
6. 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.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who expend \$300,000 or more of federal funds a year 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 to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
  - a. 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 exceptions by the COUNTY, State or Federal audit agency.

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

9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.

10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.

11. 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).

12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.

14. 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, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.

15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services.

16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any 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 fifteen 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 instruction provided by COUNTY. (b) Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

20. 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 CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

21. 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.

22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

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

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

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

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

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



## EXHIBT C

### 1. Contractor Information

Name: Walnut Avenue Women's Center  
 303 Walnut Avenue  
 Santa Cruz, CA 95060  
 (831) 426-3062

Tax ID Number:

### 2. Duties or Services Provided

**Conduct outreach, enrollment, assistance with utilization of health services and retention of health insurance benefits in Healthy Families and Medi-Cal for Children to include these components:**

- Parent Education: Strategies will include distributing low literacy printed materials, e.g. flyers, brochures, targeting children their families in Spanish and English that include schedules of well-child check-ups, immunizations, a staying healthy checklist, what services are covered by health insurance programs and information about public charge and other immigration concerns.
- Enrollment: Strategies will focus on children that are eligible for Healthy Families and Medi-Cal, but currently are uninsured.
- Utilization and retention of health insurance benefits: Strategies will include working with families throughout the Healthy Families and Medi-Cal enrollment process, assisting families with any problems encountered with being approved or denied for these programs, checking in with families at agreed upon intervals to assist with utilizing and retaining health benefits.
- Submittal of a Healthy Families/Medi-Cal Client Tracking Referral Form for each new enrollment and re-enrollment and monthly status and statistical reports to the HSA contract analyst.

By June 30,2003, to have:

Enrolled	175
Assisted with utilization	123
Retained	88

children in the Health Families and Medi-Cal programs.

## EXHIBT D-FISCAL AND PAYMENT PROVISIONS

1. COMPENSATION. In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$59,722** as detailed below.

2. BUDGET DETAIL.

A. Personnel

Health & Medical Advocate (\$15.25 hr 1.0 FTE)	\$42,553
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Benefits @ 19 %	<u>8,085</u>
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<b>TOTAL PERSONNEL</b>	<b>\$50,638</b>
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B. Operating Expenses

General Expenses	\$1,673
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Travel	\$1,700
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Other	<u>\$2,100</u>
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<b>TOTAL OPERATING EXPENSES</b>	<b>\$5,473</b>
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C. <u>Indirect Expenses</u>	\$3,611
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<b>TOTAL BUDGET</b>	<b>\$59,722</b>
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3. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.

4. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the contract is not exceeded.

# 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) 1/16/2 (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 Familia Center 711 E. Cliff Dr. Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide outreach and education activities associated with enrollment of  
eligible children in the Healthy Families and Medi-Cal for Childrer, programs.

3. Period of the agreement is from February 11, 2002 to June 30, 2003

4. Anticipated Cost is \$ ~~26,779~~ \$8,160 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Total amount 02/11/02 through 06/30/03 \$26,779

5. Detail: ☐ On Continuing Agreements List for FY        . Page CC-        Contract No:        OR ☒ 1<sup>st</sup> 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) 3665 (Sub object)

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

Appropriations are available and will be encumbered.

Contract No: 12699

By: [Signature] Date: 1-23-02  
Auditor-Controller Deputy

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

Date: 1/24/02

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 Section 300 Proc Man

By: Deputy Clerk

## AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC1:0	Auditor Description	\$	Amount	Index	Subobject	User Code

COUNTY OF SANTA CRUZ  
Health Services Agency

Agreement No:  
Index: 360120  
Subobject: 3665  
Amount: \$26,779  
User Code: Hi21

0078

THIS CONTRACT is entered into this 11th day of February, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and FAMILIA CENTER, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached here and incorporated herein by this reference.

<u>Exhibit</u>	<u>Title</u>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
C	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

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

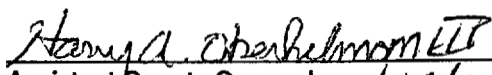
**CONTRACTOR:**

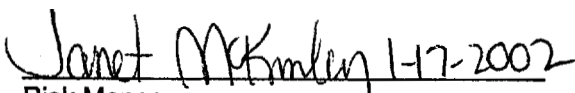
**COUNTY OF SANTA CRUZ:**

Name:	Name: Rama Khalsa, Ph.D.
Title:	Title: Health Services Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:

Approved as to insurances:

  
Assistant County Counsel 1/16/02

  
Risk Manager 1-17-2002

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor

1. TERM. The term of this contract shall be from February 11, 2002 until June 30, 2003 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.

2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broadform property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

b. Other Insurance Provisions

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

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

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

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

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

5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

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

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. 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 first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

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

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

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

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

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

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. 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 and shall be submitted to COUNTY'S Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. 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.
6. 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.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who expend \$300,000 or more of federal funds a year 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 to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
8. 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 exceptions by the COUNTY, State or Federal audit agency.



9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
11. 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).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. 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, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services.
16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any 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 fifteen 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 instruction provided by COUNTY. (b) Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
20. 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 CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
21. 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.
22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:
- This program is funded under a contract with the County of Santa Cruz.
23. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"); (b) COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

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

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

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

## EXHIBT C

### 1. Contractor Information

Name: Familia Center  
 711 East Cliff Drive  
 Santa Cruz, CA 95060  
 (831) 423-5747

Tax ID Number: 77-0071589

### 2. Duties or Services Provided

**Conduct outreach, enrollment, assistance with utilization of health services and retention of health insurance benefits in Healthy Families and Medi-Cal for Children to include these components:**

- Parent Education: Strategies will include distributing low literacy printed materials, e.g. flyers, brochures, targeting children their families in Spanish and English that include schedules of well-child check-ups, immunizations, a staying healthy checklist, what services are covered by health insurance programs and information about public charge and other immigration concerns.
- Enrollment: Strategies will focus on children that are eligible for Healthy Families and Medi-Cal, but currently are uninsured.
- Utilization and retention of health insurance benefits: Strategies will include working with families throughout the Healthy Families and Medi-Cal enrollment process, assisting families with any problems encountered with being approved or denied for these programs, checking in with families at agreed upon intervals to assist with utilizing and retaining health benefits.
- Submittal of a Healthy Families/Medi-Cal Client Tracking Referral Form for each new enrollment and re-enrollment and monthly status and statistical reports to the HSA contract analyst.

By June 30,2003, to have:

Enrolled	150
Assisted with utilization	105
Retained	75

children in the Health Families and Medi-Cal programs.

## EXHIBT D-FISCAL AND PAYMENT PROVISIONS

1. COMPENSATION. In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$26,779** as detailed below.

2. BUDGET DETAIL.

A. Personnel

Health Program Specialist (\$14.00 hr .50 FTE)	\$20,625
Benefits @ 15 %	<u>3,094</u>
<b>TOTAL PERSONNEL</b>	<b>\$23,719</b>

B. Operating Expenses

General Expenses	\$ 710
Travel	\$ 710
Other	<u>\$ 400</u>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$1,820</b>

C. Indirect Expenses \$1,240

**TOTAL BUDGET \$26,779**

3. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.

4. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the contract is not exceeded.

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

0088

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

FROM: HEALTH SERVICES AGENCY (Department)  
BY: [Signature] (Signature) 1/16/02 (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 Watsonville YWCA 340 E Beach St Watsonville, CA 95076 (Name/Address)

2. The agreement will provide outreach and education activities associated with enrollment of  
eligible children in the Healthy Families and Medi-Cal for Childrer; programs.

3. Period of the agreement is from February 11, 2002 to June 30, 2002

4. Anticipated Cost is \$ 46,369 ~~13,916~~ ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Total amount 07/11/07 through 06/30/03 \$46,369

5. Detail: ☐ On Continuing **Agreements** List for FY - . Page CC- - Contract No: - OR ☒ 1<sup>st</sup> 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 an? available and are budgeted in 360120 (Index) 3665 (Sub object)

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

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

Contract No: 12700

By: Renee Scammon Date: 1-23-02  
Auditor-Controller Deputy

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

Date 1/29/02

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 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 - \$ -  
Document No. JE Amount Lins H/TL Keyed By Date

TC1:0 - \$ - / -  
Auditor Description Amount Index Sub object User Code

**COUNTY OF SANTA CRUZ**  
**Health Services Agency**

Agreement No:  
Index: 360120 0089  
Subobject: 3665  
Amount: \$46,369  
User Code: H121

THIS CONTRACT is entered into this 11th day of February, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and WATSONVILLE YWCA, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached here and incorporated herein by this reference.

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
C	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

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

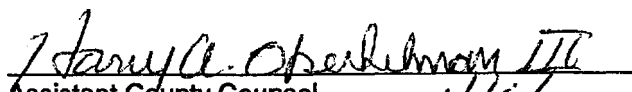
**CONTRACTOR:**

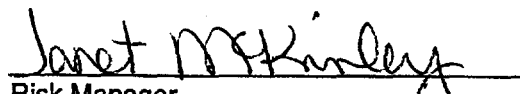
**COUNTY OF SANTA CRUZ**

Name:	Name: Rama Khalsa, Ph.D.
Title:	Title: Health Services Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:

Approved as ~~to~~ insurances:

  
Assistant County Counsel  
1/16/02

  
Risk Manager  
1-17-2002

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor

**EXHIBIT A - STANDARD COUNTY PROVISIONS**

1. TERM. The term of this contract shall be from February 11, 2002 until June 30, 2003 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.

2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

b. Other Insurance Provisions

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



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

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

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

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

5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

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

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## EXHIBIT A - STANDARD COUNTY PROVISIONS

0092

7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. 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 first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

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

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

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

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

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. 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 and shall be submitted to COUNTY'S Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. 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.
6. 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.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who expend \$300,000 or more of federal funds a year 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 to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
8. 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 exceptions by the COUNTY, State or Federal audit agency.

9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
11. 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).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. 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, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES. BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services.
16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any 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 fifteen 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 instruction provided by COUNTY. (b) Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

20. 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 CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

21. 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.

22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

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

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

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

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

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

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

## EXHIBT C

### 1. Contractor Information

Name: Watsonville YWCA  
**340 E Beach St.**  
 Watsonville, CA 95076  
 (831) 724-6078  
 Tax ID Number:

### 2. Duties or Services Provided

**Conduct outreach, enrollment, assistance with utilization of health services and retention of health insurance benefits in Healthy Families and Medi-Cal for Children to include these components:**

- Parent Education: Strategies will include distributing low literacy printed materials, e.g. flyers, brochures, targeting children their families in Spanish and English that include schedules of well-child check-ups, immunizations, a staying healthy checklist, what services are covered by health insurance programs and information about public charge and other immigration concerns.
- Enrollment: Strategies will focus on children that are eligible for Healthy Families and Medi-Cal, but currently are uninsured.
- Utilization and retention of health insurance benefits: Strategies will include working with families throughout the Healthy Families and Medi-Cal enrollment process, assisting families with any problems encountered with being approved or denied for these programs, checking in with families at agreed upon intervals to assist with utilizing and retaining health benefits.
- Submittal of a Healthy Families/Medi-Cal Client Tracking Referral Form for each new enrollment and re-enrollment and monthly status and statistical reports to the HSA contract analyst.

By June 30,2003, to have:

Enrolled	150
Assisted with utilization	105
Retained	75

children in the Health Families and Medi-Cal programs.

## EXHIBT D-FISCAL AND PAYMENT PROVISIONS

1. COMPENSATION. In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$45,972** as detailed below.

2. BUDGET DETAIL.

A. Personnel

Family Outreach Worker (\$12.00 hr 1.0 FTE)	\$35,360
Benefits @ 12 %	<u>4,243</u>
<b>TOTAL PERSONNEL</b>	<b>\$39,603</b>

B. Operating Expenses

General Expenses	\$ 1,420
Travel	\$ 1,420
Other	<u>\$ 1,420</u>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$4,260</b>

C. Indirect Expenses \$2,506

**TOTAL BUDGET \$46,369**

3. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.

4. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the contract is not exceeded.



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

0099

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)  
BY: [Signature] (Signature) 1/16/02 (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 Salud Para La Gente 204 E. Beach St. Watsonville, CA 95076 (Name/Address)

2. The agreement will provide outreach and education activities associated with enrollment of  
eligible children in the Healthy Families and Medi-Cal for Children programs.

3. Period of the agreement is from February 11, 2002 to June 30, 2003

4. Anticipated Cost is \$ 27,675 ~~XXXXXXX~~ \$2,535 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Total amount 02/11/02 through 06/30/03 \$27,675

5. Detail: ☐ On Continuing Agreements List for FY -, Page CC-- Contract No: - OR ☒ 1<sup>st</sup> 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) 3665 (Sub object)

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

Appropriations are available and will be encumbered.  
are not

Contract No: 12701

By: Renee Lamsie Date: 1-23-02  
Auditor-Controller Deputy

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

Health Services Agency (Department/Agency)

Date: 1/29/02

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 agreement 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 Document No. \$ JE Amount Lines H/TL Keyed By Date

TC1: 0 \$ Amount Index Sub object User Code **22**

COUNTY OF SANTA CRUZ  
Health Services Agency

Agreement No: 0100  
Index: 360120  
Subobject: 3665  
Amount: \$27,675  
User Code: H121

THIS CONTRACT is entered into this 11th day of February, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and SALUD PARA LA GENTE, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached here and incorporated herein by this reference.

<b>Exhibit</b>	<b>Title</b>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
C	Contractor Information and Scope of <b>Work</b>
D	Fiscal and Payment Provisions

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

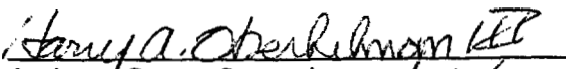
**CONTRACTOR:**

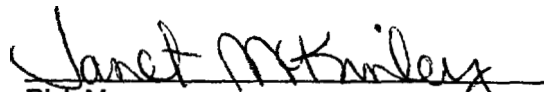
**COUNTY OF SANTA CRUZ:**

Name: Arcadio Viveros	Name: Rama Khalsa, Ph.D.
Title: Executive Director	Title: Health Services Administrator
Signature:	Signature:
Date:	Date:

Approved **as to form**:

Approved **as to insurances**:

  
Assistant County Counsel 1/16/02

  
Risk Manager 1-17-2002

Distribution:

County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Contractor

1. TERM. The term of this contract shall be from February 11, 2002 until June 30, 2003 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.

2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability (Malpractice) Insurance in the minimum amount of \$1,000,000.00.

b. Other Insurance Provisions

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

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

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

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

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

5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

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

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. 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 first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

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

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

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

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

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

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. 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 and shall be submitted to COUNTY'S Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. 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.
6. 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.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who expend \$300,000 or more of federal funds a year 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 to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
  - a. 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 exceptions by the COUNTY, State or Federal audit agency.

9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.

10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.

11. 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).

12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.

14. 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, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.

15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services, in accordance with Title VI of the Civil Rights Act of 1964, **42 U.S.C.** Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services.

16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any 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 fifteen 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 instruction provided by COUNTY. (b) Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

20. 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 CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

21. 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.

22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

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

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



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

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

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

## EXHIBT C

### 1. Contractor Information

Name: Salud Para La Gente  
 204 E. Beach St.  
 Watsonville, CA 95076  
 (831) 763-3409

Tax ID Number:

### 2. Duties or Services Provided

**Conduct outreach, enrollment, assistance with utilization of health services and retention of health insurance benefits in Healthy Families and Medi-Cal for Children to include these components:**

- Parent Education: Strategies will include distributing low literacy printed materials, e.g. flyers, brochures, targeting children their families in Spanish and English that include schedules of well-child check-ups, immunizations, a staying healthy checklist, what services are covered by health insurance programs and information about public charge and other immigration concerns.
- Enrollment: Strategies will focus on children that are eligible for Healthy Families and Medi-Cal, but currently are uninsured.
- Utilization and retention of health insurance benefits: Strategies will include working with families throughout the Healthy Families and Medi-Cal enrollment process, assisting families with any problems encountered with being approved or denied for these programs, checking in with families at agreed upon intervals to assist with utilizing and retaining health benefits.
- Submittal of a Healthy Families/Medi-Cal Client Tracking Referral Form for each new enrollment and re-enrollment and monthly status and statistical reports to the HSA contract analyst.

By June 30,2003, to have:

Enrolled	200
Assisted with utilization	140
Retained	100

children in the Health Families and Medi-Cal programs.

## EXHIBT D-FISCAL AND PAYMENT PROVISIONS

1. COMPENSATION. In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$27,675** as detailed below.

2. BUDGET DETAIL.

A. Personnel

Community Health Outreach Worker (\$13.50 hr .50 FTE)	\$19,825
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Benefits @ 20 %	<u>3,965</u>
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<b>TOTAL PERSONNEL</b>	<b>\$23,790</b>
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B. Operatins Expenses

General Expenses	\$ 710
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Travel	\$ 710
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Other	<u>\$1,275</u>
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<b>TOTAL OPERATING EXPENSES</b>	<b>\$2,695</b>
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C. <u>Indirect Expenses</u>	\$1,190
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<b>TOTAL BUDGET</b>	<b>\$27,675</b>
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3. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.

4. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the contract is not exceeded.