



# County of Santa Cruz<sup>0189</sup>

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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

April 22, 2002

**AGENDA May 21, 2002**

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

**Re: Hepatitis Project Agreements**

Dear Members of the Board:

On February 12, 2002, your Board authorized the Health Services Agency (HSA) to negotiate an agreement with the Santa Cruz AIDS Project (SCAP) for activities funded by the Hepatitis C Prevention and Control Project. HSA requests your Board's approval of the agreement with SCAP in the amount of \$36,186 and a one-time augmentation of \$17,445 to an existing agreement with HIV Prevention Project for Injection Drug Users (HPPIDU) for the Hepatitis Screening and Vaccination Project.

The Hepatitis C Prevention and Control Project is funded by a grant from the California Department of Health Services, Disease Investigations and Surveillance Branch. The Hepatitis C Project is a regional collaborative effort that involves HSA, SCAP, the County Veteran Services Office and the Veterans Administration Medical Center in Palo Alto. The agreement with SCAP provides counseling, HCV prevention program planning, and group education sessions to persons at high risk for Hepatitis C in order to reduce their risk and to prevent Hepatitis C infection and transmission. The term of the agreement is consistent with the fourteen-month grant term of February 1, 2002 through March 31, 2003. There are no Net County Costs associated with this agreement.

The Hepatitis Screening and Vaccination Project provides screening tests for HCV, counseling, referral for medical care and Hepatitis A and B vaccinations. The Project services are provided by HPPIDU at their Drop-In Centers located in Santa Cruz and Watsonville. A one-time augmentation of \$17,445 is necessary to provide additional lab tests and vaccine in order to meet Project demands. The Public Health 2001-02 Budget has sufficient appropriations to provide a one-time augmentation of \$17,445 to the HPPIDU agreement for costs associated with the purchase of additional lab test and vaccine. The one-time augmentation will not effect Net County Cost.

It is, therefore, RECOMMENDED that your Board:

01 90

1. Approve the agreements with Santa Cruz AIDS Project, a new contract effective February 1, 2002, in the amount of \$36,186; and HIV Prevention Project for Injection Drug Users, contract No. 2216, increasing the maximum amount by \$9,194 to \$239,409 and authorize the Health Services Administrator or, as their designee, the Director of Administration to sign.

Sincerely,



Rama Khalsa, Ph.D.  
Health Services Administrator

RECOMMENDED:



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Susan A. Mauriello  
County Administrative Officer

Attachments: ADM-29, Contracts

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

Contract No: 2216  
index: 362700  
Subject: 3665 0191

### AMENDMENT No. 1 TO AGREEMENT

The parties hereto agree to amend that certain above Agreement dated July 1, 2001, by the changes as follows:

**A. Contract Payment Limit**

**1. Cover Sheet**

Increasing the total contract maximum by \$9,194 for a new total contract maximum of \$239,409.

**2. Budget Sheets**

Deleting existing Revised Exhibit D and replacing with Revised A-1 Exhibit D. Deleting existing Exhibit D<sup>1,2</sup> and replacing with Revised A-1 Exhibit D-1 and 2.

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

**CONTRACTOR**

**COUNTY OF SANTA CRUZ**

By: *Neatley Masche*  
HIV Prevention Project for Injection Drug Users

By: \_\_\_\_\_

**Health Services Agency**

Approved as to form: -

*Henry A. Oberhelman III*  
County Counsel 4/14/02

1. COMPENSATION. In consideration for CONTRACTOR providing services described in Exhibits C-1, C-2, and C-3 (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$239,409** as detailed in the attached Program Budgets (Revised A-2 Exhibit D-1, Revised A-1 Exhibit D-2, and Exhibit D-3), which by this reference are made part of this agreement. Total contract amount is based on and limited to the availability of funding via the County budget and the State Master Grant Agreement. If Master Grant Agreement funding is reduced or eliminated, the amount available for services provided under this agreement will likewise be reduced or eliminated. Project No. 1 (Revised A-2 Exhibit D-1) of this Agreement is funded in its entirety by the COUNTY. Project No. 3 (Exhibit D-3) of this Agreement includes COUNTY funds in the amount of \$3,554 for supplies.
2. MONTHLY PAYMENT. CONTRACTOR may elect to receive compensation advanced in monthly installments of 1/12th of the maximum contract amount as shown in Paragraph D (1) above. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon COUNTY approval. Any unused funds exceeding the carry-over base shall be offset against the next months advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs.
3. 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 by funding source of the contract is not exceeded.

## EXHIBIT D-1

**HIV Prevention Project for Injection Drug Users  
(HPPIDU)**

**HEPATITIS TESTING "UFO/CHUPA HIGADO" BUDGET**

Term: July 1, 2001 to June 30, 2002

A.	Personnel	Salary	Percent of Time	FTE	Total
	Executive Director	\$63,997	10%	0.10	\$ 6,400 •
	Associate Director	55,000	10%	0.10	5,500 •
	UFO Program Coordinator	24,930	100%	1.00	24,960 *
	Phlebotomists (2)	4,680	100%	0.20	4,680
	Public Health Nurses	4,680	100%	0.20	in-kind
	Test Counselors (3)	9,360	100%	0.20	9,360
	Subtotal salaries			1.80	\$ 50,900
	Benefits @ 15% of full-time salaries* = \$36,860 @ 15%				5,529
	<b><u>Total Personnel Expenses</u></b>				<b>\$ 56,429</b>
<b>B.</b>	<b>Indirect Expenses @ approx. 10% of Total Personnel</b>				
	Expenses				\$ 5,643
<b>C.</b>	<b>Operating Expenses and Equipment (OE&amp;E)</b>				
	Lab Tests (250 @ \$65.40)				\$ 16,350
	Vaccine (40 Hep A @ \$65 ea; 20 Hep B @ \$75 ea; 55 Twinrix @ \$94 ea)				9,270
	Phlebotomy Supplies				500
	Office Supplies				503
	Participant Stipends (125 @ \$30 ea)				3,750
	<b><u>Total Operatins Expenses</u></b>				<b>\$ 30,373</b>
	<b>REVISED A-2 TOTAL BUDGET</b>				<b>\$ 92,445</b>

**HIV Prevention Project for Injection Drug Users  
(HPPIDU)**

0194

**REVISED  
HIV PREVENTION AND EDUCATION BUDGET  
July 1,2001 –June 30,2002**

<b>A. <u>Personnel</u></b>	<b><u>Annual Salary</u></b>	<b><u>FTE</u></b>	<b><u>Amount</u></b>
<u>Administrative Salaries:</u>			
Executive Director	\$63,997	16%	\$10,208
Associate Director	55,000	6%	3,080
<u>Direct Service Salaries:</u>			
Associate Director*	55,000	10%	5,720
Program Director	24,960	31%	
Outreach Worker	24,960	22%	5,491
Outreach Worker	18,720	29%	5,491
Subtotal Salaries:			\$37,690
Benefits @ approx. 20% of Personnel:			7,538
<b>Total Personnel Expenses</b>			<b>\$45,228</b>
<b>B. Indirect Expenses @ approx. 10% of Total Personnel</b>			
Expenses			<b>4,524</b>
<b>C. Operating Expenses and Equipment (OE&amp;E)</b>			
1. General Expense			\$10,758
2. Travel	-		-0-
<b>Subtotal OE&amp;E</b>			<b>\$10,758</b>
 <b>TOTAL BUDGET:</b>			 <b>\$60,510</b>

\* The Associate Director spends approximately 5 hours per week performing direct service. Therefore 10% FTE is spent on direct service. 6% of her time is billed to administration.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0195

TO: Board of supervisors  
county Administrative Office  
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)

BY: [Signature] (Signature) 4/25/02 (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)  
HIV PREVENTION PROJECT FOR INJECTION DRUG USERS, P.O. Box 661, Santa Cruz, CA 95061-0661  
and \_\_\_\_\_ (Name/Address)

2. The agreement will provide services and activities in connection with the Hepatitis Screening and Vaccination Project

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

4. Anticipated Cost is \$ 9,194 increase for a new  Fixed  Monthly Rate  Annual Rate  Not to Exceed  
total of \$239,409

Remarks: 2216-01 = \$92,445 (increase of \$17,445); 2216-02 = \$60,510;  
2216-03 = \$86,454 DECREASE OF \$8,251

5. Detail:  On Continuing Agreements List for FY 01 - 02 Page CC- 8 Contract NO: 2216 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 362700 (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 available and have been encumbered.

Contract No: 12216-01/02  
By: [Signature] Date: 05/09/02  
Auditor-Controller Deputy

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

Date: 5/10/02 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 approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Roc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

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) 4/25/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [X] Revenue Agreement [ ]

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

1. Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency)
and SANTA CRUZ AIDS PROJECT, P.O. Box 557, Santa Cruz, CA 95061-0557 (Name/Address)

2. The agreement will provide counseling, HCV prevention program planning and group education
sessions to persons at high risk for Hepatitis C to reduce their risk and to prevent
Hepatitis C infection and transmission

3. Period of the agreement is from February 1, 2002 to March 31, 2003

4. Anticipated Cost is \$ 16,139 in FY 2001/2002 for a [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed
total contract amount of \$36,186
Remarks: Section I Continuing Agreement for 2002/03

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

6. Appropriations/Revenues are available and are budgeted in 362700 (Index) 3665 (Sub object)

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

Appropriations are available and encumbered.
are not will be

Contract No: 12766
By: [Signature] Auditor-Controller Deputy Date: 09/05/02

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

Health Services Agency (Department/Agency)

Date: 5/10/02 By: [Signature] County Administrative Office

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

ADM - 29 (8/01) Title I, section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keyed By, Date, Amount, Index, Sub object, User Code



The COUNTY OF SANTA CRUZ through the  
HEALTH SERVICES AGENCY – ADMINISTRATION  
1080 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

0197

hereinafter called COUNTY and:

SANTA CRUZ AIDS PROJECT  
P.O. Box 557  
Santa Cruz, CA 95061-0557

hereinafter called CONTRACTOR for:

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

<u>EXHIBIT</u>	<u>TITLE</u>
A	Standard County/Agency Provisions
B	Standard Public Health Provisions
C	Scope of Services
D	Budget, Fiscal and Payment Provisions
X	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference.

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:

**Date: February 1, 2002 through March 31, 2003**

**CONTRACTOR**  
*Michelle*

**COUNTY**

HEALTH SERVICES AGENCY

Approved as to Form:

*Hanya A. Oberhelman* 4/19/02  
County Counsel

Approved as to Insurances:

*Janet McKinley* 4-22-2002  
Risk Management Division

Suffix: 01

Index: 362700

Subobject: 3665

Amount: \$36,186

Total Annual Contract Amount: \$36,186

Distribution:  
Clerk of the Board  
Auditor-Controller  
Health Services Agency  
HSA Division  
Contractor

1. TERM. The term of this contract shall be from February 1, 2002 until March 31, 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 statutory 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 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.”

c. 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.

5. 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, 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. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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.

13. 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.

14. 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.

15. 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)-(b)(3).

16. 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.

17. 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.

**EXHIBIT B - STANDARD PUBLIC HEALTH PROVISIONS**

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0202

Agreement Number: \_\_\_\_\_

1. DUTIES OR SERVICES PROVIDED.

CONTRACTOR agrees to provide various services to persons at high risk for Hepatitis C to reduce their risk to prevent Hepatitis C infection and transmission as follows:

- A. Counseling. CONTRACTOR will provide face-to face counseling to individuals who have recently tested HCV positive. CONTRACTOR will offer information, resources and referrals to individuals receiving counseling services. CONTRACTOR will provide such counseling to 10-15 individuals in fiscal year 2001-02 and to 15-20 individuals in fiscal year 2002-03.
- B. HCV Prevention Program Planning. CONTRACTOR will participate in meetings with HSA Program Coordinator and Health Program Specialist to plan HCV prevention programming.
- C. Group Education Sessions. CONTRACTOR will provide HCV prevention group education sessions at sites such as alcohol/drug treatment centers and transitional housing sites to encourage people at risk to test for HCV. CONTRACTOR will administer pre- and post-tests to individual participants in the group education sessions. CONTRACTOR will provide such educational sessions and testing to 15-25 groups in fiscal year 2001-02 and to 25-35 groups in fiscal year 2002-03.
- D. Staff Training. CONTRACTOR staff will participate in HCV trainings available during the term of this Agreement.
- E. All work performed under this agreement shall be accomplished in accordance with the State Standard Agreement No. 01-16259 for the Hepatitis C Prevention and Control Project Grant. **By** this reference said State Standard Agreement is incorporated herein and made part of this Agreement.

Exhibit 6-1  
Scope of Work

SCOPE OF WORK

Goal 1: Persons at high risk for Hepatitis C will reduce their risk to prevent Hepatitis C infection and transmission.

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES
<p><b>Objective 1:</b> By 3/15/02, HSA test counselors will integrate HCV risk reduction counseling into all HIV test counseling sessions with those individuals at risk for HCV at drug/alcohol treatment centers, detentions facilities and transitional housing sites. Counselors will offer the HCV test to those at risk and provide the test to clients who accept.</p>	<p><b>Activity 1a:</b> The Program Coordinator (PC) or designated staff will amend HIV Test Program Protocols to include HCV testing and counseling policies and procedures <b>Activity 1b:</b> The PC will conduct an initial evaluation one month after the implementation of HCV risk reduction counseling and testing of all Test Counselors performing HCV risk reduction counseling and testing to assess effectiveness and skill level. <b>Activity 1c:</b> HIV Test Counselors will document HCV risk reduction and HCV testing sessions on the HIV risk assessment forms and clerical staff will keep count and document number of sessions on a monthly basis.</p>	<p>2-01-02 to 3-15-02  3-15-02 to 4-15-02  3-1-02 to 1-31-03</p>	<p>HIV/HCV testing protocols will be maintained on file.  PC will keep written notes from evaluations of test counselors.  HIV risk assessment forms will be reviewed and number of HCV assessments and tests will be documented</p>



Exhibit C-1  
Scope of Work

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION PROCEDURES
<p><b>Objective 4:</b> By 1/31/03, 345 HCV tests will be administered to individuals at high risk for HCV at HIV testing sites, drug/alcohol treatment centers, detention facilities and transitional housing sites.</p>	<p><b>Activity 2a:</b> The PC and clerical staff will monitor the number of tests provided on a monthly basis. <b>Activity 2b:</b> Incentives such as phone cards will be given to those individuals who agree to test and will be utilized to encourage participants at transitional housing sites to return for their results. <b>Activity 2c:</b> During one month in the grant year individuals who receive an HCV test will be offered a client satisfaction survey. <b>Activity 2d:</b> At monthly test counselor meetings staff will have ongoing opportunity to problem solve issues related to HCV testing and counseling.</p>	<p>3-01-02 to 1-31-03</p> <p>3-1-02 to 1-31-03</p> <p>3-01-02 to 1-31-03</p> <p>3-01-02 to 1-31-03</p>	<p>Clerical staff will log number of HCV tests provided and report to PC on a monthly basis.</p> <p>Number of incentives given will be kept on file.</p> <p>Satisfaction surveys completed by individuals tested for HCV will be kept on file.</p> <p>Sign in sheets and minutes from test counselor meetings will be kept on file.</p>
<p><b>Objective 5:</b> By 1/31/03, a minimum of 35 individuals who have recently received an HCV + result will be offered face-to-face counseling from a HCV educator and receive educational information, referrals to treatment centers and other available resources.</p>	<p><b>Activity 3a:</b> The SCAP subcontractor staff will arrange to meet with all newly identified HCV+ clients referred from the test counselor from the treatment centers, detention facilities and transitional housing sites, and will provide educational resource and referral sessions. <b>Activity 3b:</b> The counselor will maintain records to document the number of sessions conducted and referrals given.</p>	<p>3-1-02 to 1-31-03</p> <p>3-1-02 to 1-31-03</p>	<p>Records of client sessions, information and referrals given will be maintained on file.</p>

Exhibit C-1  
Scope of Work

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION TRACKING MEASURES
<p><b>Objective 4:</b> By 1/31/03, 35 individuals who recently tested HCV+ will be offered Partner Counseling Referral and Notification Services to their needle-sharing partners.</p>	<p><b>Activity 4a:</b> The PC or designated staff will adapt the California DHS HIV PCRS model for HCV partner counseling and referral services. <b>Activity 4b:</b> The PC will train staff on how to offer HCV PCRS to HCV positive clients with at risk needle sharing partners. <b>Activity 4c:</b> Disease Control Unit staff trained in contract tracing and partner notification will follow up on requests for and conduct any field notifications.</p>	<p>2-1-02 to 3-15-02  2-1-02 to 3-15-02  3-1-02 to 1-31-03</p>	<p>PCRS policies and procedures will be kept on file.  Records of all clients offered and those who accept PCRS will be kept on file.</p>
<p><b>Objective 5:</b> By 1/31/03, 60 group education sessions on HCV prevention and transmission will be provided at alcohol/drug treatment centers and transitional housing sites in order to encourage HCV testing among at risk populations.</p>	<p><b>Activity 5a:</b> SCAP subcontractor staff will participate in HCV training with HSA HIV test counselors. <b>Activity 5b:</b> SCAP subcontractor staff will coordinate with HSA HIV prevention staff for scheduling educational presentations at alcohol and drug treatment centers and transitional housing sites. <b>Activity 5c:</b> SCAP subcontractor staff will conduct monthly educational sessions. (Monthly at alcohol/drug treatment centers and transitional housing sites)</p>	<p>2-15-02 to 1-31-03  2-1-02 to 1-31-03  2-1-02 to 1-31-03</p>	<p>Sign in sheet of HCV training will be kept on file.  Documentation of scheduled presentations will be kept on file.  Outline of presentation will be maintained on file.</p>

Exhibit C-1  
Scope of Work

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES
<p><b>Objective 5, cont:</b></p>	<p><b>Activity 5d:</b> SCAP subcontractor staff will administer pre/post tests to individuals receiving group education, along with referrals for HCV testing.</p>	<p>2-1-02 to 1-31-03</p>	<p>Pre and post tests will be scored and kept on file.</p>
<p><b>Objective 6:</b> By 1/31/03, an HSA staff member will attempt to contact all of the 377 eligible HCV+ individuals in the HSA database including 281 who are over the age of 47 and the 96 known Veterans and offer educational information, referrals and resources to support groups, and medical care.</p>	<p><b>Activity 6a:</b> An HPS will research the database and make contact with at least 75% of the 377 eligible HCV+ clients by phone or letter and offer resource referral sessions to all clients who accept the referral. <b>Activity 6b:</b> It is anticipated that approximately 50% of those eligible HCV+ clients offered HCV resource referral sessions will accept the referral. The HPS will strive to provide at least 141 HCV+ clients with a resource referral session. <b>Activity 6c:</b> For those clients not interested in a face to face session, the HPS will offer to mail information to the client. <b>Activity 6d:</b> The HPS will keep written documentation of all contacts and resource referral sessions</p>	<p>2-01-02 to 1-31-03</p> <p>2-1-02 to 1-31-03</p> <p>2-1-02 to 1-31-03</p> <p>2-1-02 to 1-31-03</p>	<p>Documentation of all clients contacted and services provided will be kept on file.</p>

Exhibit C-1  
Scope of Work

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES
<p><b>Objective 7:</b> By 2/15/02, coordinate with Veterans Administration to provide HCV Services to 200 Veterans who live in Santa Cruz County.</p>	<p><b>Activity 7a:</b> HSA staff will contact Veterans Administration staff and finalize plans to offer testing to the Veterans that live in Santa Cruz County. <b>Activity 7b:</b> HSA staff will collaborate with the local VA to plan educational events where HCV testing is offered.</p>	<p>2-1-02 to 2-15-02</p> <p>2-15-02 to 1-31-03</p>	<p>Notes from all meetings with the VA will be kept on file.</p> <p>Curriculum outline and documentation of number of Veterans reached at educational sessions will be kept on file.</p>
<p><b>Objective 8:</b> By 1/31/03 HSA staff will administer 200 HCV tests to Veterans at high risk for HCV.</p>	<p><b>Activity 8a:</b> VA staff will coordinate with HSA staff to provide HCV pre and post-test counseling and HCV tests to Veterans who live in Santa Cruz County. <b>Activity 8b:</b> Incentives such as phone cards will be given to individuals at the completion of testing.</p>	<p>2-1-02 to 1-31-03</p> <p>Ongoing</p>	<p>All HCV tests will be documented and a log will be maintained on file.</p> <p>Number of incentives given will be kept on file</p>

Exhibit C-1  
Scope of Work

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES
<p><b>Objective 9:</b> By 1/31/03, a minimum of 20 Veterans who have recently received an HCV + result will be offered face-to-face counseling from a counselor and receive educational information, referrals to treatment centers and other available resources.</p>	<p><b>Activity 9a:</b> VA staff will meet with the anticipated 20 newly identified HCV+ Veterans referred from VA testing, and will provide each client with an educational, resource and medical referral session. <b>Activity 9b:</b> Staff will maintain records to document the number of sessions conducted and referrals given.</p>	<p>2-1-02 to 1-31-03  3-1-02 to 1-31-03</p>	<p>Records of client sessions, information and referrals given will be maintained on file.</p>
<p><b>Objective 10:</b> By 1/31/03, 20 Veterans who recently tested HCV+ will be offered Partner Counseling Referral and Notification Services to their needle-sharing partners.</p>	<p><b>Activity 10a:</b> The PC or designated staff will adapt the California DHS HIV PCRS model for HCV partner counseling and referral services. <b>Activity 10b:</b> The PC will train HSA and VA staff on how to offer HCV PCRS to HCV positive clients with at risk needle sharing partners. <b>Activity 10c:</b> Disease Control Unit staff trained in contract tracing and partner notification will follow up on requests for and conduct any field notifications.</p>	<p>2-1-02 to 3-31-02  2-1-02 to 3-15-02  3-1-02 to 1-31-03</p>	<p>Records of all clients offered and those who accept PCRS will be kept on file.</p>

Exhibit C-1  
Scope of Work

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES
<p><b>Objective 11:</b> By 1/31/03, all data collected from HCV+ individuals will be entered in the HSA HCV database for data analysis, to assist with program planning and provide on-going surveillance.</p>	<p><b>Activity 11a:</b> The PC will train clerical staff on how to fill out the Confidential Morbidity Report (CMR) for all HCV positive individuals. <b>Activity 11b:</b> Clerical staff will send all CMR's to the HSA Disease Control Unit. <b>Activity 11c:</b> Disease Control Unit staff will enter all HCV+ data into database. <b>Activity 11d:</b> HSA Epidemiologist will add data field to capture Veteran status in HCV database. <b>Activity 11e:</b> HSA Epidemiologist will query database for reports on local HCV data.</p>	<p>2-1-02 to 3-1-02  3-1-02 to 1-31-03  3-1-02 to 1-31-03  2-1-02 to 1-31-03  8-1-02 to 1-31-03</p>	<p>Clerical staff will log all CMR's completed and sent to Disease Control Unit.  All reports issued from database on HCV will be kept on file.</p>

1. COMPENSATION. In consideration for CONTRACTOR providing services described in Exhibit C -1 (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$36,186** as detailed in the attached Program Budget (Exhibit D-I), which by this reference is made part of this agreement. Total contract amount is based on and limited to the availability of funding via the State Standard Agreement No. 01-16259. If State Standard Agreement funding is reduced or eliminated, the amount available for services provided under this agreement will likewise be reduced or eliminated. No COUNTY funds will be used to fund services under this agreement.
  
2. MONTHLY PAYMENT. CONTRACTOR may elect to receive compensation advanced in monthly installments of 1/12th of the maximum contract amount as shown in Exhibit D, Paragraph 1 above. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon COUNTY approval. Any unused funds exceeding the carry-over base shall be offset against the next months advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs.
  
3. 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.

## PROGRAM BUDGET EXHIBIT D-1

Contractor: County of Santa Cruz  
 Contract: 01-16259  
 Name: Hepatitis C Prevention and  
 Control Project Grant

**SCAP BUDGET**

Term: February 1,2002 to March 31,2003

<b>A.</b>	<b>Personnel</b>	<b>Total</b>
	Salaries	\$ 22,915
	Benefits @21%	<u>4,812</u>
	<b><u>Total Personnel Expenses</u></b>	<b>\$ 27,727</b>
<b>B.</b>	<b>Operating Expenses</b>	
	General Expense	\$ 1,300
	Travel/per diem	1,200
	Incentives	<u>1,800</u>
	<b><u>Total Operatinu Expenses</u></b>	<b>\$ 4,300</b>
<b>C.</b>	<b>Capital Expenditures</b>	<b>\$</b>
<b>E.</b>	<b>Indirect Expenses @ 15%</b>	<b>\$ 4,159</b>
	<b>TOTAL BUDGET</b>	<b>\$ 36,186</b>