



County of Santa Cruz

HEALTH SERVICES AGENCY

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

HEALTH SERVICES AGENCY
ADMINISTRATION

May 29, 2002

AGENDA: June 11, 2002

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

RE: Approval of Various HSA Agreements, Amendments to Agreements and Related Year End Cleanup Actions

Dear Members of the Board:

The Health Services Agency (HSA) is requesting your Board's approval of following minor contracts and amendments to existing agreements, authorization to sign an amendment to the state standard revenue agreement when it is received and various year end clean up actions which are consistent with the budget and involve no new county general funds.

Health Benefits and Long Term Care Services:

On February 5, 2002, HSA notified your Board that the State Department of Health Services funded the Healthy Families / Medical Outreach for Children Project in the amount of \$261,000 through June 2003. At that time, the final state revenue agreement was not yet available and HSA stated that we would return to your Board with the final contract upon receipt. This standard state revenue agreement includes the terms and scope of work previously reported to your Board in February with no significant changes.

An amendment to the agreement with Community Bridges is needed to extend the end date of this agreement to June 30, 2003. This agreement is for the development of an Elderday South program in Watsonville. Development of this program is continuing and will not be completed before the end of this fiscal year. HSA last reported the status of implementing this program on April 9, 2002 and will provide your Board with a further update during budget hearings. This amendment will allow development to continue into next year, with no change to the scope of work.

In order to improve services and access for seniors and individuals with disabilities, the State provided grant funding for "Network of Care" web sites in Alameda and Sacramento. The total cost for the site development, public relations campaign, and phone linkage technology was

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approximately \$300,000 per County. Funding was later made available to expand this resource to several additional sites at minimal cost. Because of the progress in Santa Cruz County towards long term care service integration, the State is allowing the vendor, Trilogy Inc., to expand this web resource to Santa Cruz County for \$20,000 (one time) plus \$2,000 per month for maintenance. Funds are available in the HSA Long Term Care budget for this community resource. Ongoing costs can be claimed as part of the Human Resources Agency (HRA) administrative claim with matching funds from HSA. Trilogy will manage this resource at a long-term care web site developed specifically for Santa Cruz County. This resource will also link to the United Way funded site and be the primary link for senior services and long term care resources.

Substance Abuse Services:

On January 8, 2002 your Board approved a \$177,930 revenue agreement with the State to fund the alcohol and drug treatment portion of a joint HRA/HSA Youth Development and Crime Prevention Initiative (YDCP) grant program approved by your Board on October 16, 2001. This program provides services to youth that are at risk of criminal involvement and substance abuse. The substance abuse portion of the grant provides funding to Pajaro Valley Prevention and Student Assistance and Mountain Community Resources, and also funds a portion of HRA grant administration and program evaluation expenses.

On account of the late allocation of grant funds by the State, funding from the first grant year ending June 30, 2002 is available for rollover into the 2002/03 fiscal year. The State is requiring that the County sign an amendment to the original agreement to permit rollover of the funds.

HSA requests your Board's approval of a \$7,500 revenue agreement with the Tulare County Superintendent of Schools. This agreement will provide funding for the Santa Cruz County Friday Night Live Youth Council to complete an alcohol media prevention campaign. The term of the contract is from April 1, 2002 to September 30, 2003 and provides funding of \$430 in 2001/02 and \$7,070 in 2002/03.

Mental Health Services:

An amendment to HSA Mental Health's agreement with Santa Cruz Community Counseling Center (SCCCC) is needed to augment funding for 3 grant programs and realign one program component within 2 parts of the contract. The amendment enhances services provided by the Tyler House adolescent drug treatment program, initiates a new Youth Services program targeted at youth at risk of involvement in the juvenile justice system, moves the Paloma House dual diagnosis residential treatment program into the Community Support Services portion of the contract and establishes an Independent Housing program for adults.

Two amendments to the agreement with the Volunteer Center are attached for your Board's approval. The first amendment incorporates the special budget augmentation for living wage approved by your Board during budget hearings. The second amendment with the Volunteer Center increases funding for CalWORKS mental health services by \$20,000 to \$224,600 to provide for a greater level of services that has occurred.

An amendment in the amount of \$62,339 is needed to the existing agreement with Front Street to implement the Rent Plus program. The program attempts to outreach difficult to serve adults who are homeless, mentally ill and not currently accessing services through the mental health system of care. Services are provided through an intensive case management model by offering support with housing, employment and social integration.

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Public Health Services:

Two agreements with Monterey County are needed, one revenue agreement for lab services provided in HSA's public health lab which are not performed in Monterey and one expenditure agreement for lab services provided in Monterey but not performed in our lab. Services are paid (both ways) at each County's Board approved charges. Anticipated revenue and expenditures are approximately \$1,000 per year.

Several AIDS Programs recently received increases in funding allocations for 2001/02. Programs that received increases include Title II of the Ryan White Comprehensive AIDS Resource Emergency (CARE) Act, the Housing Opportunities for People with AIDS (HOPWA) Program, Human Immunodeficiency Virus Transmission Prevention Project (HTTP), and the Latino High Risk Initiative Program. A resolution accepting and appropriating \$38,626 in unanticipated revenue in 2001/02 for these AIDS Programs is attached. The state previously gave HSA informal notice of these increases and contracts with various community based organizations delivering services associated with these programs had previously been amended to include these funds.

HSA is also requesting your Board's authorization to submit the 2002/03 HOPWA renewal application. The grant application is on file with the Clerk of the Board.

Sufficient funds exist within the HSA budget to take the above actions and no new county general funds are needed nor requested.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached agreements with: the State of California, a new revenue agreement in the amount of \$261,000 for Healthy Families Medical Outreach program, Community Bridges, Contract No. 2386, extending the end date to June 30, 2003, Trilogy Inc., a new agreement in the amount of \$20,000 plus \$2,000 monthly, for the Senior/Disabled Network of Care web site for Santa Cruz County, the Tulare County Superintendent of Schools, a new revenue agreement with in the amount of \$7,500 for the Friday Night Live program, Santa Cruz Community Counseling Center, Contract No. 129, increasing the maximum amount by \$292,136 to \$4,837,426; Volunteer Center, Contract No. 205, increasing the maximum amount by \$16,900 to \$942,019; Volunteer Center, Contract No. 205, increasing the maximum amount by \$20,000 to \$962,019, Front Street, Contract No. 539, increasing the maximum amount by \$62,339 to \$3,565,239, Monterey County, a new revenue agreement for lab services and Monterey County, a new agreement for lab services and authorize the Health Services Agency Administrator, or as their designee the Director of Administration, to sign; and
2. Authorize the Health Services Agency Administrator, or as their designee the Director of Administration, to sign an amendment to the state standard revenue agreement with the State Department of Alcohol and Drug Programs, Contract No. R761, to extend the end date of the contract, permitting rollover of unspent 2001/02 Youth Development and Crime Prevention Initiative grant funds into 2002/03; and
3. Adopt the attached resolution accepting and appropriating \$38,626 in unanticipated revenue for the Public Health AIDS Programs; and

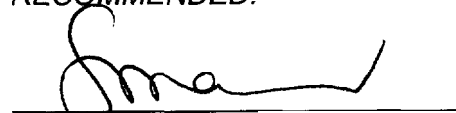
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4. Authorize the Health Services Agency to apply for continuation funding in the amount of \$100,764 for the Housing Opportunities for People with AIDS (HOPWA) program; and
5. Approve the fixed asset purchase of three mobile computing systems with public health grant funds in the amount of \$8,500.

Sincerely,


Rita Garcia, PhD
Health Services Administrator

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer

Attachments: Contracts & ADM-29 (1)
AUD-60 Resolution Accepting Unanticipated Revenue

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
Public Health Administration
Mental Health & Substance Abuse Administration

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Medi-Cal Outreach
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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) 5/24/02 (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 - Administration (Department/Agency)
and State of CA Dept. of Health Services, 714 P St., Sacramento, CA 94234 (Name/Address)

2. The agreement will provide Medi-Cal Healthy Families Outreach Grant Funding
State Contract #01-16317

3. Period of the agreement is from 2/11/02 to 6/30/03

4. Anticipated ^{revenue} cost is \$ \$87,000 in FY 01/02 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Approved by Board of Sups. 2/5/02 - Item 22

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

6. Appropriations/Revenues are available and are budgeted in 360120 (Index) 0574 (Sub object)

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

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

Contract No: R-775
By: [Signature]
Auditor Controller Deputy

Date: 5/24/02

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 6-04-02

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 Section 300 Proc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

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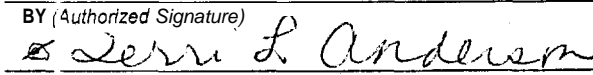
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1. This Agreement is entered into between the State Agency and the Contractor named below:
- | | | | |
|--|--|--|--|
| STATE AGENCY'S NAME | | | |
| California Department of Health Services | | | |
| CONTRACTOR'S NAME | | | |
| County of Santa Cruz Department of Public Health | | | |
2. The term of this Agreement is: 02/11/02 through 06/30/03
3. The maximum amount of this Agreement is: \$261,000
Two hundred sixty-one thousand dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.
- | | |
|---|------------------------|
| Exhibit A - Scope of Work | 5 pages |
| Exhibit A, Attachment I - Work Plan (Year 1) | 5 pages |
| Exhibit A, Attachment II - Work Plan (Year 2) | 4 pages |
| Exhibit B - Budget Detail and Payment Provisions | 5 pages |
| Exhibit B, Attachment I - Budget (Year 1) | 1 pages |
| Exhibit B, Attachment II - Budget (Year 2) | 1 pages |
| Exhibit C * - General Terms and Conditions | GTC 201 dated 02/20/01 |
| Exhibit D(F) - Special Terms and Conditions (Attached hereto as part of this agreement) | 26 pages |
| Exhibit E - Additional Provisions | 2 pages |
| Exhibit F - Contractor's Release | 1 pages |
| Exhibit G - Travel Reimbursement Information | 2 pages |

See Exhibit E. Provision 1 for additional incorporated exhibits.

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
County of Santa Cruz Department of Public Health		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	4/3/02	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Rama Khalsa, Agency Administrator		
ADDRESS		
1080 Emeline Avenue, Santa Cruz, CA 95061		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Health Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	5-3-02	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ed-xard Stahlberg, Chief, Program Support Branch		
ADDRESS		
1800 3rd. Street, Rm. 455, P.O. Box 942732, Sacramento, CA 94234-7320		

☒ Exempt per: W & I Code 14067

Exhibit A
Scope of Work

- I. The Contractor agrees to provide the Department of Health Services (Department) the services described below:
 - A. As provided in this Exhibit A and in Attachments I and II, the Contractor will develop, implement, and provide direct outreach and education services related to the Healthy Families and Medi-Cal (HF/MC) programs to eligible children and their parents. Goals and objectives include increasing HF/MC enrollment, increasing retention of coverage, encouraging appropriate utilization of services, and increasing public awareness about the availability of the Healthy Families and Medi-Cal programs. Attachments I and II to this Exhibit A provide a detailed description of the work that must be performed by the Contractor, and may reflect a scope of work and a level of funding that is different than that requested by the Contractor in its response to the Request for Applications.
 - B. Services to be provided by the Contractor, as specified in this agreement include, but are not limited to, the following:
 - (i) Providing assistance to eligible parents in the enrollment of themselves and their children into the HF/MC programs.
 - (ii) Increasing the retention of enrollment of eligible parents and children in the HF/MC programs.
 - (iii) Assisting HF/MC families to appropriately utilize HF/MC health care services, especially preventive services.
2. The services shall be performed at various community-based settings located in Santa Cruz County.
3. The services shall be provided during the normal Contractor working hours, Monday through Friday, excluding national holidays.
4. The project representatives during the term of this agreement will be:

<u>Department of Health Services</u> Richard Brantingham, Chief Medi-Cal Eligibility Branch 714 "P" St., Room 1440 Sacramento, CA 95814 Phone: (916) 654-6821 FAX: (916) 654-0653	<u>Contractor:</u> Jeri Ross Project Director 1080 Emeline Avenue Santa Cruz, CA 95061 (831) 454-4301 FAX: 831-454-5048
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Direct all inquiries to:

Department of Health Services

Education and Outreach Section
Attention: Monet Parham-Lee
714 "P" St., Room 1650
Sacramento, CA 95814
Telephone: (916) 657-3087
Fax: (916) 657-3224

Contractor:

Jeri Ross
1080 Emeline Avenue
Santa Cruz, CA 95061
(831) 454-430 ■
FAX 831-454-5048

Either party may make changes to the information above by giving written notice to the other party. Such changes do not require an amendment to this agreement.

5. Allowable Informal Scope of Work Changes:

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in this Exhibit A and in Attachments I and 11, provided such changes do not alter the overall goals and basic purpose of the agreement. Such informal changes or revisions may include the substitution of specified activities or tasks, the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- B. Informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames permitted under paragraph A above do not require a formal amendment to this agreement, provided the contractor's annual budget does not increase or decrease as a result of the informal changes or revisions.
- C. Unless otherwise expressly provided in this agreement, all Informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames permitted under paragraph A above are subject to prior written approval by the State.
- D. In implementing this provision, the State may provide a format for the Contractor's use to request Informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames. If no format is provided by the State, the Contractor may use its own format.

6. Monitoring Performance of Services

The Contractor must complete all identified activities and tasks, and provide any deliverables, within the timeframes outlined in this Exhibit A and in Attachments I and 11. The Department will monitor the Contractor's performance of its duties under this agreement on an ongoing basis. If the Contractor does not, in the Department's determination, reasonably achieve the performance goals specified

in this Exhibit A and Attachments I and II by the end of the first year following the effective date of this agreement or thereafter, the State may terminate this agreement in accordance with Paragraph 3 of Exhibit E. In determining whether the Contractor has achieved its performance goals, the State will compare the number of children actually enrolled in the Healthy Families and Medi-Cal programs with the target number in this Exhibit A and its Attachments.

7. The Contractor may not begin outreach to or enrollment of parents of eligible or enrolled children until the Contractor has received written notification from the State.

- a. Prohibited Activities

- A. In accordance with California Code of Regulations, Title 10, section 2699.6629(f), the Contractor is prohibited from assisting any applicant in choosing a health, dental, and vision plan as part of their outreach and enrollment activities. The Contractor may provide factual information comparing, contrasting, and explaining the differences between plans and/or provider networks when assisting an applicant. In no instance may an applicant assistant suggest which plan or provider and applicant should choose.
- B. In accordance with California Code of Regulations, Title 22, sections 53880 and 53920, the Contractor is prohibited from engaging in any activity which could be construed as the marketing of Medi-Cal health plans, as that term is used in these sections, without the express, prior approval of the Department.

9. Media Approval

All media developed (including creative concepts, scripts, storyboards, videos, radio announcements, opinion editorials, press releases, and advertisements) must be submitted for prior review and approval to the State's Contract Administrator. To the extent applicable, with respect to media development, the Contractor must comply with Exhibit D(F), paragraph 10, entitled, "Intellectual Property Rights."

10. Progress Reports and Related Provisions

- A. Quarterly Progress Reports must quantify and document progress-to-date on Scope of Work objectives and performance goals for the quarter being reported, and must be consistent with any invoices submitted by the Contractor. Each Quarterly Progress Report shall cover a calendar quarter, beginning with the first working day of the first month following the execution of the contract. Each Quarterly Progress Report must include documentation showing the number of people assisted and enrolled, materials developed, and activities conducted. The Department will specify the content and format of the documentation to be included.

Quarterly Progress Reports must document the identity and number of any Certified Application Assistants or Enrollment Entities to which the Contractor has referred families for application assistance. Quarterly Progress Reports must document the reason(s) for the referrals.

Quarterly Progress Reports must be submitted to the State's Contract Administrator identified in Paragraph 4, above.

Each Contractor must submit:

- (i) An original and one copy of each Quarterly Progress Report.
 - (ii) A Final Report that summarizes all accomplishments during the entire Contract period.
- B. The State may also require that the Contractor submit monthly progress reports if the Contractor is not reasonably achieving its performance goals specified in this Exhibit A its Attachments. If a monthly progress report is required, the State will provide the contractor with a 10-business day notice and specify the time period the progress report must cover.
- C. All reports must be submitted in the manner and format specified by the State and in accordance with the schedule set forth at subparagraph D, below.
- D. Schedule of Report Due Dates
- (i) Progress Reports are due quarterly. All Quarterly Progress Reports must accompany the payment request for the third month of the quarter being reported and must be postmarked no later than the 21st calendar day of the month following the third month of the quarter being reported.
 - (ii) The Final Report must cover the entire period of this agreement and must be submitted with the accompanying final payment request to the State's Contract Administrator postmarked no later than October 31, 2003.
 - (iii) Any required monthly report must be submitted within the time specified in the notice provided to the Contractor.
- E. If Contractor fails to timely and completely submit any required progress report, the State may withhold up to one hundred percent (100%) from future monthly or quarterly payments, or terminate this agreement, or both.

11. Program and Policy Letters

Contractor must comply with all numbered state program and policy letters that may be issued by the State and received by the Contractor during the term of this agreement **and** which are applicable to Contractor's performance under this agreement

Exhibit A, Attachment I – Work Plan

Year 1

02/11/02-06/30/02

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

1. Goal: To ensure that all eligible children in California have healthcare coverage through the Healthy Families and Medi-Cal Programs.

2. Objectives:

1. Enrollment

By June 2002, the Santa Cruz County Health Care Outreach Coalition will assist to enroll 500 children in HF/Medi-Cal.

2. Utilization

By June 2002, the Santa Cruz County Health Care Outreach Coalition will assist 350 HF/Medi-Cal families in the utilization of services, especially preventive services.

3. Retention

By June 2002, the Santa Cruz Health Care Outreach Coalition will assist to re-enroll 200 children in HF/Medi-Cal.

Objective #1: Enrollment – Provide Application Assistance to HF/MC eligible individuals

Major Objective	Major Functions, Tasks, and Activities	Time Frame	Responsible Party (Contractor and Sub-contractor Names)	Success Measures
1. Conduct HF/Medi-Cal outreach and enrollment for Latino families in north county that utilize services of a community women's center including the Teen Mom Program, Battered Women & Children Program and the Downtown Children's Center.	<p>1a. Hire and train a bilingual, bicultural Health & Medical Advocate</p> <p>1b. Provide HF/Medi-Cal information to agency clients through teen parenting presentations, at women's safe house group meetings and intake, child care center packets and monthly health-related workshops.</p> <p>1c. Provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance.</p>	<p>Feb 02 Apr 02</p> <p>Mar 02- On-going</p> <p>Mar 02- On-going</p>	<p>a. Walnut Avenue Women's Center Manager & Health Care Outreach Coalition</p> <p>b. Health and Medical Advocates</p> <p>c. Health & Medical Advocate</p>	<p>1a. Health & Medical Advocates monthly work plan</p> <p>1b. Work shop notes, agendas & sign-in sheets, advocacy log sheets</p> <p>1c. Client Benefits Tracking Form, monthly STAT sheets submitted to fiscal agency.</p>

Exhibit A, Attachment I – Work Plan
Year 1
02/11/02-06/30/02

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

	1d. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems	Mar 02-On-going	d. Health & Medical Advocate	1d. STAT sheet submitted to fiscal agency with approvals/denials ENROLL: 150
2. Conduct HF/Medi-Cal outreach and enrollment for Latino families in north county that utilize services of a community Family Resource Center (FRC) and that live in the surrounding low-income neighborhood.	2a. Attend parent meetings and conduct workshops at area schools, recreation programs, with child-care providers, & tenants of low-income apartment complexes.	Feb 02-On-going	a. Familia Center Health Program Specialist	2a. Health Program Specialist monthly work plan, work shop notes, agendas & sign-in sheets, advocacy log sheets
	2b. Provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance	Feb 02-On-going	b. Health Program Specialist	2b. Client Benefits Tracking form, monthly STAT sheets submitted to fiscal agency
	2c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems	Feb 02-On-going	c. Health Program Specialist	2c. STAT sheet submitted to fiscal agency w/ approvals/ denials ENROLL: 150
3. Conduct HF/Medi-Cal outreach and enrollment in south county for Latino families that utilize the services of the local YWCA including a state funded preschool, after-school childcare program, teen program, women's program.	3a. Hire and train a bilingual, bicultural Family Outreach Worker	Feb 02-Apr 02	a. Watsonville YWCA Program Manager & Health Care Outreach Coalition	3a. Family Outreach Worker monthly work plan
	3b. Attend monthly parent meetings at the child care center, after-school childcare program, as part of the women's seminar series, develop teen outreach program	Mar 02-On-going	b. Family Outreach Worker	3b. Work shop notes, agendas & sign-in sheets, advocacy log sheets

Exhibit A, Attachment I – Work Plan

Year 1

02/11/02-06/30/02

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

4. Conduct HF/Medi-Cal outreach and enrollment for Latino families in south county that access medical care through a community health clinic in Watsonville and live in the surrounding neighborhood.	3c. Provide on –the –spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance	Mar 02- On-going	c. Family Outreach Worker	3c. Client Benefits Tracking form, monthly STAT sheets submitted to fiscal agency
	3d. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems.	Mar 02- On-going	d. Family Outreach Worker	3d. STAT sheet submitted to fiscal agency with approvals/denials ENROLL: 100
	4a. Hire and train a bilingual, bicultural Community Health Outreach Worker.	Feb 02- Apr 02	a. <i>Salud Para La Gente</i> Program Manager & Health Care Outreach Coalition	4a. Community Health Outreach Worker monthly work plan.
	4b. Provide HF/Medi-Cal information to clinic patients, at migrant camp child care centers, at the Migrant Head Start Program, at community events and conduct door-to-door migrant family neighborhood campaigns	Mar 02- On-going	b. Community Health Outreach Worker	4b. Work shop notes, agendas & sign-in sheets, advocacy log sheets
	4c. Community Health Outreach Worker provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance	Mar 02- On-going	c. Community Health Outreach Worker	4c. Client Benefits Tracking form, monthly STAT sheets submitted to fiscal agency
	4d. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems.	Mar 02- On-going	d. Community Health Outreach Worker	4d. STAT sheet submitted to fiscal agency with approvals/denials ENROLL: 50

Exhibit A, Attachment I – Work Plan

Year 1

02/11/02-06/30/02

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

5. Conduct HF/Medi-Cal outreach and enrollment for Latino families countywide in conjunction with public health prevention services.	5a. Provide HF/Medi-Cal information to families reached through the public health CHDP and HSA General Medical Clinics & for uninsured children at private physician offices	Feb 02-On-going	a. Health Services Agency Health Program Specialist	5a. Health Program Specialist monthly work plan
5b. Provide on –the –spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance.	5b. Client Benefits Tracking form, monthly STAT sheets submitted to fiscal agency	Feb 02-On-going	b. Health Program Specialist	
5c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems	5c. STAT sheet submitted to fiscal agency with approvals/denials ENROLL: 50	Feb 02-On-going	c. Health Program Specialist	
Objective #2: Utilization - By June 2002, the Santa Cruz County Health Care Outreach Coalition will assist 350 HF/Medi-Cal families in the utilization of services, especially preventive services				
Major Objective	Major Functions, Tasks, and Activities	Time Frame	Responsible Party (Contractor and Sub-contractor Names)	Success Measures
1. Families enrolled in HF/Medi-Cal through the outreach efforts of participating agencies will ensure that Latino families of enrolled children understand service utilization and make appropriate appointments.	1a. Encourage parents to take children in for preventive checkups by providing and reviewing educational materials outlining schedules of well-child check-ups including dental, immunizations, and a staying healthy checklist	Feb 02-On-going	a. & b. Walnut Ave Women's Center, Familia Center, Watsonville YWCA, Salud Para La Gente, HSA	350 of parents will be provided with educational materials & assisted with making health appts

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Exhibit A, Attachment I – Work Plan

Year 1

02/11/02-06/30/02

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

Objective #3: Retention – By June 2002, the Santa Cruz Health Care Outreach Coalition will assist to re-enroll 200 children in HF/Medi-Cal.				
Major Objective	Major Functions, Tasks, and Activities	Time Frame	Responsible Party (Contractor and Sub-contractor Names)	Success Measures
Objective # 3 1. Develop and implement a tracking system to ensure retention of Latino children and parents in HF/Medi-Cal	1a. Utilize the Client Tracking Database System reports to notify families 1 month prior to re-enrollment date	June/02	a. & b. Walnut Ave Women's Center, Familia Center, Watsonville YWCA, Salud Para La Gente, HSA	200 of children and parents enrolled in HF/Medi-Cal will be retained in HF/Medi-Cal program
	1b. Contact parents to notify them it is time to re-enroll and ensure monthly premiums are being paid	On-going		
	1c. Assist families in re-enrollment process	On-going		
	1d. Monitor retention			

Exhibit A, Attachment II – Work Plan

Year 2

07/01/02-06/30/03

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

1. Goal:

To ensure that all eligible children in California have healthcare coverage through the Healthy Families and Medi-Cal Programs.

2. Objectives:

Objective #1: Enrollment

By June 2003, the Santa Cruz County Health Care Outreach Coalition will assist to enroll 1,100 children in HF/Medi-Cal.

Objective #2 Utilization

By June 2003, the Santa Cruz County Health Care Outreach Coalition will assist 800 HF/Medi-Cal families in the utilization of services, especially preventive services.

Objective #3: Retention

By June 2003, the Santa Cruz Health Care Outreach Coalition will assist to re-enroll 500 children in HF/Medi-Cal.

Objective #1: Enrollment – By June 2003, the Santa Cruz County Health Care Outreach Coalition will enroll 1,100 children in HF/Medi-Cal.				
Major Objective	Major Functions, Tasks, and Activities	Time Frame	Responsible Partner	Success Measures
1. Conduct HF/Medi-Cal outreach and enrollment for Latino families in north county that utilize services of a community women's center including the Teen Mom Program, Battered Women & Children Program and the Downtown Children's Center.	1a. Provide HF/Medi-Cal information to agency clients through teen parenting presentations, at women's safe house group meetings and intake, child care center packets and monthly health-related workshops.	July 02-On-going	a. Walnut Avenue Women's Center Health & Medical Advocate.	1a. Health & Medical Advocate monthly work plan, workshop notes, agendas & sign-in sheets, advocacy log sheets.
	1b. Provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance.	July 02-On-going	b. Health & Medical Advocate	1b. Client Benefits Tracking Form, monthly STAT sheets submitted to fiscal agency
	1c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems	July 02-On-going	c. Health & Medical Advocate	1c. STAT sheet submitted to fiscal agency with approvals/denials. ENROLL: 300

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Exhibit A, Attachment II – Work Plan
Year 2

07/01/02-06/30/03

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

<p>2. Conduct HF/Medi-Cal outreach and enrollment for Latino families in north county that utilize services of a community Family Resource Center (FRC) and that live in the surrounding low-income neighborhood.</p>	<p>2a. Attend parent meetings and conduct workshops at area schools, recreation programs, with child-care providers, summer lunch program participants & tenants of low-income apartment complexes.</p> <p>2b. Provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance</p> <p>2c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems</p>	<p>July 02-On-going</p>	<p>a. Familia Center Health Program Specialist</p> <p>b. Health Program Specialist</p> <p>c. Health Program Specialist</p>	<p>2a. Health Program Specialist monthly work plan, work shop notes, agendas & sign-in sheets, advocacy log sheets</p> <p>2b. Client Benefits Tracking Form, monthly STAT sheets submitted to fiscal agency</p> <p>2c. STAT sheet submitted to fiscal agency w/ approvals/denials ENROLL: 300</p>
<p>3. Conduct HF/MC outreach and enrollment in south county for Latino families that utilize the services of the local YWCA including a state funded preschool, after-school childcare program, teen program and women's program.</p>	<p>3b. Provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance</p> <p>3c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems.</p>	<p>July 02-On-going</p> <p>July 02-On-going</p>	<p>b. Family Outreach Worker</p> <p>c. Family Outreach Worker</p>	<p>3b Client Benefits Tracking Form, monthly STAT sheets submitted to fiscal agency</p> <p>3c. STAT sheet submitted to fiscal agency with approvals/denials ENROLL: 200</p>
<p>4.. Conduct HF/Medi-Cal outreach and enrollment for Latino families in south county that access medical</p>	<p>4a. Provide HF/Medi-Cal information to clinic patients, at migrant camp child care centers, at the Migrant Head Start Program and at community events conduct door-to-door migrant family</p>	<p>July 02-On-going</p>	<p>a. Salud Para la Gente Community Health Outreach Worker</p>	<p>4a. Community Health Outreach Worker monthly work plan, monthly STAT sheets submitted to fiscal agency</p>

**Exhibit A, Attachment II – Work Plan
Year 2**

07/01/02-06/30/03

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

care through a community health clinic in Watsonville and that live in the surrounding neighborhood	neighborhood campaigns 4b. Community Health Outreach Worker provide on-the-spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance 4c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems.	July 02- On-going	b. Community Health Outreach Worker c. Community Health Outreach Worker	4b. Client Benefits Tracking Form, monthly STAT sheets submitted to fiscal agency 4c. STAT sheet submitted to fiscal agency with approvals/denials, ENROLL: 150
5. Conduct HF/Medi-Cal outreach and enrollment for Latino families countywide in conjunction with public health prevention services.	5a. Provide HF/Medi-Cal information to families reached through the public health CHDP and HSA General Medical Clinics & for uninsured children at private physician offices 5b. Provide on –the –spot HF/Medi-Cal application assistance or make appointments for follow-up application assistance 5c. Follow-up with families after one month & renewal to determine if they have received their cards and assist with any application or re-application processing problems.	July 02- On-going July 02- On-going	a. Health Services Agency Health Program Specialist b. Health Program Specialist c. Health Program Specialist	5a. Monthly STAT sheets submitted to fiscal agency 5b Client Benefits Tracking Form, monthly STAT sheets submitted to fiscal agency 5c. STAT sheet submitted to fiscal agency with approvals/denials ENROLL: 150

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Exhibit A, Attachment II – Work Plan
Year 2

07/01/02-06/30/03

Healthy Families/Medi-Cal Community-Based Organization Outreach Component

Objective #2: Utilization - By June 2003, the Santa Cruz County Health Care Outreach Coalition will assist 800 HF/Medi-Cal families in the utilization of services, especially preventive services.				
Major Objective	Major Functions, Tasks, and Activities	Time Frame	Responsible Party	Success Measures
1. Families enrolled in HF/Medi-Cal through the outreach efforts of participating agencies will ensure that families of enrolled children understand service utilization and make appropriate appointments.	1a. Encourage parents to take children in for preventive checkups by providing and reviewing educational materials outlining schedules of well-child check-ups including dental, immunizations, and a staying healthy checklist.	July 02- On-going	a. & b. Walnut Ave Women's Center., Familia Center, Watsonville YWCA, Salud Para la Gente, HSA	800 parents will be provided with educational materials & assisted with making health appts
Objective #3: Retention - By June 2003, the Santa Cruz Health Care Outreach Coalition will re-enroll 500 children in HF/Medi-Cal.				
Major Objective	Major Functions, Tasks, and Activities	Time Frame	Responsible Party	Success Measures
1. Implement a tracking system to ensure retention in HF/Medi-Cal	1a. Utilize the Client Tracking Database System reports to notify families 1 month prior to re-enrollment date 1b. Contact parents to notify them it is time to re-enroll and ensure monthly premiums are being paid 1c. Assist families in re-enrollment process 1d. Monitor retention	July 02- On-going July 02- On-going On-going On-going	a. & b. - Walnut Ave Women's Center, Familia Center, Watsonville YWCA, Salud Para la Gente, HSA	500 of children and parents enrolled in HF/Medi-Cal will be retained in HF/Medi-Cal program

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Exhibit B
Budget Detail and Payment Provisions

I. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the Contractor's invoices submitted in compliance with Paragraph 1.C, below, the State agrees to pay the Contractor for actual expenditures incurred, not to exceed the amounts specified in Paragraph 4, below.
- B. Invoices must include the agreement Number and must be submitted in triplicate not more frequently than monthly, in arrears, to the State's Contract Administrator:

Runyon Saltzman & Einhorn
One Capitol Mall, Suite 400
Sacramento, CA 95814
Attn: HF/MC Contract Administrator

- C. Contractor must submit an original and two copies of all invoices by the 21st calendar day of the month following completion of specific work products as identified in the annual Work Plan. Progress reports submitted in accordance with Paragraph 10 of Exhibit A to this agreement must justify the amount of the invoice(s). Payment requests must be submitted to the State's designated Contract Administrator, as identified in Paragraph 4 of Exhibit A to this agreement, and must include all of the following information:
 - (1) Contractor name and address (on letterhead stationary)
 - (2) Contract Number
 - (3) Billing Period
 - (4) Amount Claimed, by budget category and total claimed
 - (5) Original signature of an authorized representative and date signed (original signature, not copy)
 - (6) Receipt(s), if applicable
- D. Upon the termination of this agreement pursuant to Paragraph 3 of Exhibit E, the Contractor must submit to the Contract Administrator its termination claim, which, in addition to all of the information listed in Paragraph 1.C above, must comply with any additional requirements imposed under Paragraph 3 of Exhibit E.
- E. The State may withhold up to one hundred percent (100%) from each monthly payment(s), pursuant to the provisions of Paragraph 10 of Exhibit A. Upon receipt and approval by the State of the progress reports required under Paragraph 10 of Exhibit A, Contractor may submit a request for payment of previously withheld payment(s). The provisions of

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this paragraph supercede Exhibit D(F), paragraph 22, "Payment Withholds".

2. Budget Contingency Clause

- A. If funding for any fiscal year is reduced by the Budget Act for purposes of this program, the State shall have the option to either terminate this agreement with no liability occurring to the State, or to offer the Contractor an amendment that reflects the reduced amount.
- B. If funding for this program for any fiscal year is deleted in the Budget Act, this agreement shall be of no further force and effect. In this event, the State will have no liability to pay any funds whatsoever to Contractor or to render any other performance under this agreement, and Contractor will not be obligated to perform any of the duties otherwise required by this agreement.

3. Prompt Payment Clause

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

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - \$ 87,000 for the budget period of 02/11/2002 through 06/30/2002, as described in Attachment I.
 - \$ 174,000 for the budget period of 07/01/2002 through 06/30/2003, as described in Attachment 11.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. Budget and Accounting Requirements
 - (i) The Contractor's Budget, included within Attachments I and II to this Exhibit B, identifies the personnel/salaries, fringe benefits, operating expenses, equipment expenses, travel, subcontractor expenses, other expenses and indirect costs of the projects based upon the maximum amount specified in this agreement.
 - (ii) The Contractor must allocate at least 5 percent of each annual budget towards participation in an individual contractor and state-level independent evaluation.

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- (iii) Contractor must utilize standard payroll practices including state and federal tax withholding requirements. Contractor must have appropriate procedures designating who in the contracting agency may sign payroll time cards, requisitions and invoices.
- (iv) Contractor must maintain books, payroll records, documents, and ledgers following generally accepted accounting principles that properly reflect all direct and indirect expenses related to this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice must be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager specified in Paragraph 4 of Exhibit A. Such invoice must be clearly marked "Final Invoice," indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval must be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor must submit, with the final invoice, a "Contractor's Release" (Exhibit F) acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable line item shifts

- A. Cumulative line item shifts of up to \$10,000 each may be made among the line items specified in Attachments I and II to this Exhibit B, provided that the total annual budget for this agreement not changed.
- B. Line item shifts meeting this criteria do not require a formal amendment to this agreement, but are subject to prior written approval by the State.
- C. Contractor must adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

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7. Budget Change or Revisions

If any of the activities, tasks, or deliverables (as identified in Exhibit A or its Attachments) need to be modified because of a line item shift as described in Paragraph 6, above, Contractor must submit to the State for approval the following items, as appropriate:

- A. Revised Exhibit B, Attachment I, entitled, "Budget Year 1, 2001-2002," with written justification.
- B. A revised Exhibit B, Attachment II, entitled "Budget Year 2, 2002-2003," with written justification.
- C. A revised Exhibit A, including Attachments I and II.

Revisions to this Exhibit B, Attachments I or II, and to Exhibit A, Attachments I and II, are not binding until approved in writing by the State and formalized in an amendment to this agreement.

8. Prohibited Expenses

The Contractor shall not use funds from this contract for reimbursement of the cost related to any of the following goods, services, or activities:

- A. Bonuses/commissions – excludes commissions associated with media purchases
- B. Lobbying
- C. Motor Vehicles
- D. Fund raising
- E. Purchases of real property
- F. Interest
- G. Leases or purchase options
- H. Religious doctrine/benefits – For purposes of this contract, religious doctrine/benefits means program services or educational curricula that promote religious doctrine, or payments to, or in aid of, a church, religious sect, creed, or sectarian purpose
- I. Food not intended for the targeted outreach population

9. Duplicate Billing Prohibition

Contractor is prohibited from billing for or receiving any \$50 Application Assistance Fee, any \$25 Annual Eligibility Review fee, any \$25 Parent Enrollment Fee, or any fee for referring persons to other Enrollment Entities. This prohibition shall remain in effect throughout the entire term of this agreement. If the Contractor violates this prohibition, the State may immediately terminate this agreement, and the Contractor must repay the State the amount of all payments received under this agreement and any amounts received as assistance fees. This prohibition is applicable for the entire term of this contract,

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and is applicable to all subcontractors. The annual independent financial audit required under Exhibit D(F), paragraph 16, shall include a program review of the contractor's referral of any parents to enrollment entities or certified application assistance for compliance with the federal prohibition against receiving such fees during the term of the contract.

10. Coordination of Provisions - Compensation

The provisions of this Exhibit B and Attachments I and II supercede paragraph 13 of Exhibit C to this agreement, entitled "General Terms and Conditions." (Exhibit C to this agreement can be viewed at www.dqs.ca.gov/contracts.)

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Exhibit B, Attachment I
Budget
Year 1
02/11/02 - 6/30/02

Personnel Expenses:

<u>Position Title and Number of Each</u>	<u>Salary Range</u>	<u>FTE%</u>	<u>Annual Cost</u>
Health Program Specialist	\$34,360-\$41,650	80%	\$13,880

Total Salaries:	\$13,880
Total Fringe Benefits:	\$3,750
Total Personnel Expenses:	\$17,630

Operating Expenses:

<u>General Expenses Description</u>	<u>Cost</u>
Office Expenses	\$3,612
Printing	\$500

Total Operating Expenses:	\$4,112
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Equipment Expenses:

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Laptop Computer	1	\$ 2,500	\$ 2,500
Portable Projector	1	\$ 3,500	\$ 3,500

Total Equipment Expenses:	\$ 6,000
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Travel Expenses:

Local Trips @.31/mile:	<u>cost</u> \$388
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Total Travel Expenses:	\$388
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Subcontracts

Walnut Avenue Women's Center

Personnel Expenses:	\$12,891	Travel Expenses:	\$700
Operating Expenses:	\$800	Other Expenses:	\$2,548
Equipment Expenses:	\$0	Indirect Cost:	\$626

Subcontract Total:	\$17,565
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Familia Center

Personnel Expenses:	\$6,975	Travel Expenses:	\$210
Operating Expenses:	\$210	Other Expenses:	\$409
Equipment Expenses:	\$0	Indirect Cost:	\$356

Subcontract Total:	\$8,160
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Watsonville YWCA

Personnel Expenses:	\$11,645	Travel Expenses:	\$420
Operating Expenses:	\$420	Other Expenses:	\$816
Equipment Expenses:	\$0	Indirect Cost:	\$615

Subcontract Total:	\$13,916
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Salud Para La Gente

Personnel Expenses:	\$6,990	Travel Expenses:	\$210
Operating Expenses:	\$210	Other Expenses:	\$790
Equipment Expenses:	\$0	Indirect Cost:	\$335

Subcontract Total:	\$8,535
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Other Expenses:

Audit:	<u>cost</u> \$0
Training for Project Staff:	\$0
incentive Materials:	\$4,956
Evaluation:	\$4,350

Total of Other Expenses:	\$9,306
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Indirect Costs:

Total of Indirect Costs:	\$1,388
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TOTAL COST of CONTRACT:	<u>\$87,000</u>
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Exhibit B, Attachment II
Budget
Year 2
7/1/02 - 6/30/03

Personnel Expenses:

<u>Position Title and Number of Each</u>	<u>Salary Range</u>	<u>FTE%</u>	<u>Annual Cost</u>
Health Program Specialist	\$34,360 - \$43,470	80%	\$ 33,320
Total Salaries			\$ 33,320
Fringe Benefits (27% of Personnel Expenses):			\$ 8,996
Total Fringe Benefits:			\$ 8,996
Personnel Expenses:			\$ 42,316

Operating Expenses:

<u>General Expenses Description</u>	<u>Cost</u>
Office Expenses	\$ 957.00
Printing	\$ 2,325.00
Total Operating Expenses:	\$ 3,282.00

Equipment Expenses:

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Total Equipment Expenses:			\$0

Travel Expenses:

	<u>Cost</u>
Local Trips @.31/mile:	\$1,000
Non-Local Trips:	\$0
Total Travel Expenses:	\$1,000

Subcontracts

(Itemize and provide budget justification, if total exceeds \$50,000 attach subcontractor budget)

Walnut Avenue Women's Center

Personnel Expenses:	\$37,753	Travel Expenses:	\$1,000
Operating Expenses:	\$1,570	Other Expenses:	\$0
Equipment Expenses:	\$0	Indirect Cost:	\$1,835
Subcontract Total:			\$42,158

Familia Center

Personnel Expenses:	\$16,744	Travel Expenses:	\$500
Operating Expenses:	\$370	Other Expenses:	\$0
Equipment Expenses:	\$0	Indirect Cost:	\$1,005
Subcontract Total:			\$18,619

Watsonville YWCA

Personnel Expenses:	\$27,955	Travel Expenses:	\$1,000
Operating Expenses:	\$1,022	Other Expenses:	\$1,000
Equipment Expenses:	\$0	Indirect Cost:	\$1,476
Subcontract Total:			\$32,453

Salud Para La Gente

Personnel Expenses:	\$16,800	Travel Expenses:	\$500
Operating Expenses:	\$534	Other Expenses:	\$500
Equipment Expenses:	\$0	Indirect Cost:	\$806
Subcontract Total:			\$19,140

Other Expenses:

	<u>Cost</u>
Audit:	\$3,000
Training for Project Staff:	\$0
Incentive Materials:	\$0
Evaluation:	\$8,700
Total of Other Expenses:	\$11,700
Indirect Costs (10% of Costs/Expenses):	\$3,332
TOTAL COST of CONTRACT:	\$ 174,000

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GTC201

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies

offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it

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may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ORGANIZING For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing,

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Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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Special Terms and Conditions

(For federally funded service contracts and grant awards)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean "grant", "Grantee" and "Subgrantee" respectively.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	18. Novation Requirements
2. Travel and Per Diem Reimbursement	19. Debarment and Suspension Certification
3. Procurement Rules	20. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	21. Covenant Against Contingent Fees
5. Subcontract Requirements	22. Payment Withholds
6. Income Restrictions	23. Performance Evaluation
7. Audit and Record Retention	24. Officials Not to Benefit
8. Site Inspection	25. Year 2000 Compliance
9. Federal Contract Funds	26. Prohibited Use of State Funds for Software
10. Intellectual Property Rights	27. University of California Mutual Indemnification
11. Air or Water Pollution Requirements	28. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	29. Alien Ineligibility Certification
13. Confidentiality of Information	30. Union Organizing
14. Documents, Publications, and Written Reports	31. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	32. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	
17. Human Subjects Use Requirements	

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements 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, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such

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34 provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from DHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from DHS.

3. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

(1) Major equipment: A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.

(2) Minor equipment: A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.

(3) Miscellaneous property: A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.

(1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining

equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

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- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 4, the definitions in Provision 3, Paragraph a shall apply.

All equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement and not fully consumed in performance of this agreement shall be considered state equipment and the property of DHS.

- (1) DHS requires the reporting, tagging and annual inventorying of all equipment and/or miscellaneous property that is furnished by DHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to DHS according to the instructions appearing on the inventory form or issued by the DHS program contract manager.

- (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.
- (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or

miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHS program contract manager.

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under this agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.

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- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
 - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (9) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.

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(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (9) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following Internet address: <http://www.sam.dgs.ca.gov>.

(4) Unless otherwise mandated by the funding agency (i.e., federal government), **DHS** may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.

b. **DHS** reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.

(1) Upon receipt of a written notice from **DHS** requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by **DHS**.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of **DHS**. **DHS** may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by **DHS**.

d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by **DHS**, make said copies available for approval, inspection, or audit.

e. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by **DHS** to the Contractor.

f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from **DHS**, to permit **DHS** or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by **DHS**, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

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- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: **1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 32.**

6. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS under this agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect **costs** of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC **8546.7**, CCR Title **2**, Section **1896**).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
- (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
- (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code **§ 10115.10**, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- d. DHS has the option to void or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where DHS has agreed in a signed writing to accept a license, **DHS** shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or **DHS** and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing

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those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. Except as otherwise set forth herein, neither the **Contractor** nor **DHS** shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS. Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such

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person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

f. Warranties

- (1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

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- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (9) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.
- (2) DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to

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obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

11 Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under **40 CFR 15.5**.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (**40 CFR** part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (**42 U.S.C.** 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior **DHS** approval of the location, **costs**, **dates**, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this contract and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
 - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division funding this agreement or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated by DHS, dispute, grievance and/or appeal correspondence shall be directed to the **DHS** program contract manager.

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16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. **or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 Per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. **or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$300,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in **OMB** Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- d. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- e. The **cost** of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in **this** agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

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- h. Nothing in this provision limits the authority of the State to make audits of this agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organizationwide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this agreement, Contractor agrees that if any performance under this agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, **DHS** shall act upon the proposal within 60 days after receipt of the written proposal. DHS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, **DHS** will initiate an amendment to this agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

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- (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHS program funding this contract.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHS may terminate this agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

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- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHS shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this contract, DHS may, at its discretion, withhold 10 percent (10%) of the face amount of the agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHS receives a final report that meets the terms, conditions and/or scope of work requirements of this agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

25. Year 2000 Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHS or if IT equipment is procured.)

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this agreement are "Year 2000 Compliant." For the purposes of this agreement, a good or services is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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27. University of California Mutual Indemnification

(Applicable only to agreements entered with the Regents of the University of California or a University of California campus under its jurisdiction.)

- a. The State and the Regents of the University of California shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, **loss**, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either the State or the Regents of the University of California.
- b. It should be expressly understood that the obligations hereunder shall be conditioned upon this contract being one that falls within the purview of Section **895** of the Government Code.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (**8** U.S.C. 1601, et seq.)

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30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code **16645** through **16649** to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

- a. **No** state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in 2 above, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. **As** used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. **As** used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, **SUI**, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

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f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to **DHS** program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Services
(Name of the DHS program providing the funds)
P.O. Box 942732
714 P Street
Sacramento, CA 94234-7320

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMS
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input checked="" type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District. If known: _____		5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District. If known: _____
5. Federal Department/Agency: _____	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, If necessary)		b. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, If necessary)
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11: (Attach Continuation Sheet(s) SF-LLL-A. If necessary)		
15. Continuation Sheet(s) SF-LLL-A Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form-LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL - A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (b) Enter the full names of the individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

I. Incorporated Exhibits Continued

The following additional exhibits are attached and made a part of this agreement by this reference:

- a. Exhibit H "Contractor Equipment Purchased with DHS Funds"
1 page
- b. Exhibit I "Inventory/disposition of DHS Funded Equipment"
1 page

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation/Termination

A. Termination for Cause:

Termination for cause is governed by Paragraph 7 of Exhibit C, entitled, "General Terms and Conditions". (View this exhibit at www.dqs.ca.gov/contracts.)

B. Termination at Will

- (i) This agreement may be terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of the termination. Contractor must comply with any instructions or requirements regarding final performance, payment, or invoicing received from the State.

- (ii) Upon receipt of a notice of termination from the State, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent costs under this agreement.
- (iii) The State will pay Contractor for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred prior to the effective date of termination, provided that such expenses do not exceed the stated maximum amounts payable.

4. Equipment Purchases

- A.** The State will not make funds under this agreement available to reimburse the Contractor for equipment purchased or ordered prior to the effective date of this agreement.
- B.** Notwithstanding Paragraph 4 of Exhibit D(F), the maximum amount available to the Contractor and any subcontractors for equipment purchases is \$15,000.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 01-16317 entered into between the State of California Department of Health hereby Services and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): County of Santa Cruz Department of Public Health

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program CMU contract file

Travel Reimbursement Information
Effective November 1, 1999

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1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
 - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area	\$ 84.00 plus tax
High Cost Areas including the following counties: Alameda, San Francisco, San Mateo, Santa Clara and Central and Western Los Angeles (L.A.). Central and Western L.A. is the territory bordered by Sunset Blvd. On the north, the Pacific Ocean on the West, Imperial Blvd./Freeway 105 on the South and Freeways 110, 10, and 101 on the East. Central and Western L.A. includes downtown L.A., Englewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.	\$110.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.

Exhibit G (Continued)

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- f. **No** meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, **DHS** shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge **tolls**; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> • Travel period ends at least one hour after the regularly scheduled workday ends, or ◦ Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

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Exhibit H

CONTRACT EQUIPMENT PURCHASED WITH DHS FUNDS

01-16317

Date Current Contract Expires: 06/30/03

Previous Contract Number (if applicable):

DHS Program Name: Healthy Families/Medi-Cal for Children Outreach

Contractor's Name: County of Santa Cruz Department of Health Public

DHS Program Contract Manager: Lydia Ilomin

DHS Program Address: 714 P Street, Room 1650

1080 Emeline Avenue

Sacramento, CA 95814

Santa Cruz, CA 95061

DHS Program Contract Manager's Telephone Number: (916) 654-0021

Telephone Number: (831) 454-4301

Date of this Report:

Contractor's Contact Person: **Jeri Ross**

(THIS IS NOT A BUDGET FORM)

[illegible]

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INSTRUCTIONS FOR HAS 1203

(Please read carefully.)

The information on this form will be used by the Department of Health Services (DHS) Asset Management Unit to track Contractor equipment and miscellaneous property which is purchased with DHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time DHS equipment and/or miscellaneous property has been received, the DHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to the DHS Asset Management Unit. The DHS Program Contract Manager is responsible for ensuring that the information is complete and accurate. (See "Special Terms and Conditions" and *Health Administrative Manual*, Section 2-1000 et seq.)

Upon receipt of this form from the DHS Program Contract Manager, the DHS Asset Management Unit will fill in the assigned state/DHS property tag number, if applicable, for each item. Asset Management will return the original form to the DHS Program Contract Manager, along with the appropriate property tags. The DHS Program Contract Manager will then forward the property tags to the Contractor. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front, left-hand corner. The manufacturer's brand name and model number are not to be covered the property tags.

1. If the item was shipped via the DHS warehouse and was issued a property tag by warehouse staff, fill in the tag number. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, serial number, and base unit cost for each item of:

Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video)

These items are issued green numbered state/DHS property tags.

B. **Minor Equipment:** Tangible item having a base unit cost less than \$5,000, with a life expectancy of one (1) year or more, and listed on DHS Asset Management Unit's Minor Equipment List. (A Minor Equipment List can be obtained by calling the DHS Asset Management Unit at the telephone number in number 6 below.) These items are issued green numbered state/DHS property tags.

C. **Miscellaneous Property:** Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, portable dictators, nondigital cameras). These items are issued a green, unnumbered state/DHS property tag. NOTE: It is DHS policy not to tag modular furniture.

3. Provide the DHS Purchase Order (STD. 657) number if the items were purchased by DHS. For all items, provide the date of purchase.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number.

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3"). The DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, P.O. Box 942732, 1800 Third Street, Room 455, Sacramento, CA 94234-7320.

6. Property tags that have been lost or destroyed must be replaced and can be obtained by contacting the DHS Asset Management Unit at (916) 323-4524.

Exhibit 1

INVENTORY/DISPOSITION OF DHS-FUNDED EQUIPMENT

Current Contract Number: 01-16317

Date Current Contract Expires: 06/30/03

Previous Contract Number (if applicable):

DHS Program Name: Healthy Families/Medi-Cal for Children Outreach

Contractor's Name: County of Santa Cruz Department of Public Health

DHS Program Contract Manager: Lydia Ilomin

DHS Program Address: 714 P Street, Room 1650

DHS Program Address: 714 P Street, Room 1650

Complete Address: 1090 Emeline Avenue

Sacramento CA 95814

Santa Cruz, CA 95061

DHS program Contact Manager's Telephone Number: (916) 654-0021

Contractor's Contact Person: **Jeri Ross**

Date of s Report:

Contact's Telephone Number: (831) 454-4301

(THIS IS NOT A BUDGET FORM)

[illegible]

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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) 5/24/02 (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 - Administration (Department/Agency)
and Community Bridges, 236 Santa Cruz Avenue, Aptos, CA 95003 (Name/Address)

2. The agreement will provide an adult day health center for Pajaro Valley. Amendment extending
the term of the agreement to June 30, 2003.

3. Period of the agreement is from April 17, 2001 to June 30, 2003

4. Anticipated Cost is \$ 250,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Amendment extending the term to June 30, 2003.

5. Detail: ☒ On Continuing Agreements List for FY 01 - 02 . Page CC-6 Contract No: C012386 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 360120 (Index) 5191 (Sub object)

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

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

Contract No: C012386

By: [Signature]
Auditor-Controller Deputy

Date: 5/24/02

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

Date 6-04-02

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

Distribution:

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

State of California
County of Santa Cruz

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

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TC110 50-1 Auditor Description \$ Amount Index Sub object User Code

67
Contract No.: 2386
Account: 360120
Subobject: 5191


County of Santa Cruz

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated April 17th, 2001, by and between the COUNTY ~~OF~~ SANTA CRUZ and Community Bridges, by extending the term of the agreement to June 30, 2003.

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

CONTRACTOR

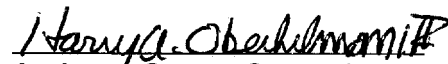

By: _____
Sam Storey, Executive Director

Address:
236 Santa Cruz Ave.
Aptos, CA 95003

COUNTY OF SANTA CRUZ

By: _____
HSA Administrator

Approved as to form:


Assistant County Counsel
4/25/02

Distribution:

Auditor-Controller
County Counsel
HSA Administration



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Trilogy

COUNN 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) 5/6/2 (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 - Administration (Department/Agency)
and Trilogy Integrated Resources, 17 Linda Vista Ave, Belvedere Tiburon, CA 94920-1918 (Name/Address)
2. The agreement will provide development, launch, and maintenance of Network of Care website for seniors and disabled.

3. Period of the agreement is from May 21, 2002 to June 30, 2002 (continuous)
4. Anticipated Cost is \$ 20,000 for dev & launch, plus \$2,000/mo. for maintenance ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: _____

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

6. Appropriations/Revenues are available and are budgeted in 360120 (Index) 3665 (Sub object)

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

Appropriations are available and will be encumbered.

Contract No: 12785
By: [Signature] Date: 5/23/02
Auditor Controller Deputy

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

Date: 5/31/02

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 trig request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

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

TC110 _____ \$ _____ / _____
Auditor Description Amount Index Sub object User Code

50.1

Contract No.:
Index: 360120
Subobject: 3665

69

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is entered into this 21st day of May, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Trilogy Integrated Resources LLC, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide a Network of Care website, including website maintenance, for information and referral services in Santa Cruz County as detailed in the attached Scope of Work (Attachment A), which by this reference is made part of this agreement.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: a total of \$20,000 for development and launch of the site, and a rate of \$2,000 per month for maintenance costs, which shall begin thirty (30) days site has been accepted in writing by COUNTY as being fully implemented.

Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice COUNTY at the conclusion of the services rendered.

3. TERM. The term of this contract shall be: from May 21, 2001 until terminated in accordance with Paragraph 4.

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

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 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).

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

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

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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 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

b. Other Insurance Provisions

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

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

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

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

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

4. 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.

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

a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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:

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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 Division.

2. 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.

3. CONTRACTOR shall cause the foregoing provisions of Subparagraph 7b. 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.

8. 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.

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. ATTACHMENTS. This agreement includes the following attachment:

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. 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.

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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.

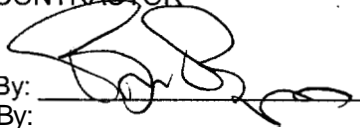
By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written:

HEALTH SERVICES AGENCY

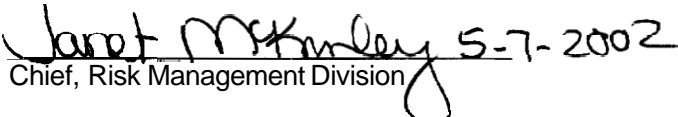
By: _____

CONTRACTOR

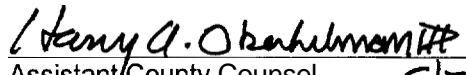
By:  _____
By: _____

Address: PO Box 130
TIBURON CA 94920
Telephone: 415 789-2585
Tax ID number: 68-0475366

Approved as to insurances:

 5-7-2002
Chief, Risk Management Division

Approved as to form:

 6/7/02
Assistant County Counsel

50.1

ATTACHMENT A

Scope of Work

Development of Network of Care for Aging for Santa Cruz County

I. Contractor Responsibilities and Deliverables

- A. Contractor shall develop and launch the Network of Care website, which is estimated to be completed within 60 days of signing of the contract. Contractor shall provide the following:
- B. Schedule meetings with appropriate county staff and Area Agency on Aging (AAA) contractors, service providers, and community representatives to discuss and identify data necessary to the development of the website and the manner or method to secure the data necessary for the construction of the Resource Finder channel on the site.
- C. Acquire, collect, assemble, and evaluate the data, and calculate the necessary improvements to the data and data fields for the Resource Finder.
- D. Complete the taxonomy coding, resolve any integration issues, and finalize any necessary update procedures.
- E. Complete additional customization for Santa Cruz, including the Links section, Legislate module, and any and all county specific requirements for a Santa Cruz County Network of Care site.
- F. Complete final site design and construction.
- G. Complete all necessary site testing requirements.
- H. Conduct training sessions for key county staff.
- I. Assist County with the planning and execution of the official launch activities.
- J. Additionally, the Contractor shall provide for the complete, ongoing maintenance requirements, which shall include:
 - 1. monthly updates of the Resource Finder directory
 - 2. quarterly updates of the Assistive Devices directory
 - 3. regular and annual updates of the Library for both consumers and caregivers
 - 4. daily updates of the News channel
 - 5. daily updates of the Legislate channel
 - 6. regular and annual updates of the Links channel
 - 7. all other updates that the site would normally provide for any of its locations statewide

11. County Responsibilities

County shall provide the following:

- A. Meeting room space and work stations, such as hardware and software, as necessary and mutually agreed upon to provide the services and produce deliverables.
- B. Key contact and liaison for both the site construction and ongoing maintenance requirements.

74.

111. Reporting

Contractor shall provide the following:

A. Weekly reports to the Director of Aging and Adult Services as to the progress of the site development.

B. After the launch of the site, daily reports on traffic and use of all aspects of the site, and quarterly reports regarding the overall site use, expansion and any related issues.

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MH-SCCCC Amend
75

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) 5/24/02 (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 - Mental Health (Department/Agency)
and Santa Cruz Community Counseling Center, Inc., 195A Harvey West Blvd. (Name/Address)
Santa Cruz, CA 95060

2. The agreement will provide an amendment to the existing agreement.

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

4. Anticipated Cost is \$ 4,837,426 through 6/30/02 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: This is the second amendment in 2001/02 to this contract.

5. Detail: ☒ On Continuing Agreements List for FY 01 - 02 . Page CC-9&10 Contract No: 10129 OR ☐ 1st Time Agreement

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

☒ Section III Board letter required

☐ Section IV Revenue Agreement

☒ Amendment

363113 (\$902,600)

363114 (\$213,400)

6. Appropriations/Revenues are available and are budgeted in 363119 (\$385,300) (Index) 3638 (Sub object)
363210 (\$3,336,126)

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

Appropriations are available and will be encumbered.

Contract No: 129
By: [Signature]
Auditor Controller Deputy

Date: 5/24/02

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: 6-04-02

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, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 2002

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
TC110						
	Auditor Description		Amount	Index	Sub object	User Code

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Encumbrance Schedule
CO10129

suffix	Encumbrance		Total
	Current	Additional	
01	2,678,700	203,400	2,882,100
02	570,000	0	570,000
03	274,500	58,100	332,600
04	86,488	7,638	94,126
05	203,400	(9,000)	194,400
06	385,300	0	385,300
07	213,400	0	213,400
08	133,500	0	133,500
09	0	32,000	32,000
Total	4,545,288	292,138	4,837,426

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Contract **No.** 129
Index **No.** 363210
Subobject **No.** 3638

Santa Cruz Community Counseling Center, Inc.,
AMENDMENT #2 to Agreement

The parties hereto agree to amend that certain above agreement dated July 1, 2001 and previously amended, by changes **as** follows:

1. Cover Sheet

Increase Index 363113 amount by \$58,100 for a new Index total of \$902,600. Increase Index 363210 amount by \$234,038 for a new Index total of \$3,336,126. Increase total contract maximum by \$292,138 for a new total contract maximum of \$4,837,426.

2. Exhibit C, Scope of Service and Budget (Part 01)

Delete existing Budget page and replace with new attached Budget (page 11 of 11).

3. Exhibit C, Scope of Service and Budget (Part 03)

Delete existing Budget page and replace with new attached Budget (page 7 of 7).

4. Exhibit C, Scope of Service and Budget (Part 04)

Delete existing Budget page and replace with new attached Budget (page 4 of 4).

5. Exhibit C, Scope of Service and Budget (Part 05)

Delete existing Exhibit C, Scope of Service and Budget and replace with new attached Exhibit C, Scope of Service and Budget (pages 1-4).

6. Exhibit C, Scope of Service and Budget (Part 09)

Add new attached Exhibit C, Scope of Service and Budget for new Part 09 (pages 1-3) of Agreement.

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

CONTRACTOR

COUNTY OF SANTA CRUZ

By Paul M. O'Brien 5/7/02
Paul O'Brien, Exec. Director
S.C.C.C.C., Inc.
195-A Harvey West Blvd.
Santa Cruz, CA 95060

By _____

Health Services Agency

APPROVED AS TO FORM

Yancy A. Obukhman #1 5/1/2007
County Counsel

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LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Community Support Services/EI Dorado
 INDEX NUMBER: 363210

FISCAL YEAR: 2001/2002
 CONTRACT #: CO10129-01
 DATE: 05/22/02
 w/LIVING WAGE & PALOMA ADJUST

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

C TRACT
TAL

PROGRAM COMPONENT	T-House	River St.	Day Tx	MHS	MHS	MHS	MHS	PALOMA	EDRES	EDCOP
PROVIDER #	4408	4436	4424	4424	4424	4424	4424	44xx	44AW	4424
MODE	05	45	10	15	15	15	15	05	05	15
SERVICE FUNCTION	65	20	95	10-50	01	70	65	65	65	01-79
CONTRACTOR'S COSTS	292,980	363,768	357,003	696,899	188,345	20,320	322,102	479,617	312,672	

3 3,033,706

REVENUES										
GRANTS		151,606								
PATIENT FEES										
PATIENT INSURANCE										
OTHER										
TOTAL REVENUES		151,606								
NET CONTRACT AMOUNT	292,980	212,162	357,003	696,899	188,345	20,320	322,102	479,617	312,672	

FUNDING SOURCES										
MEDI-CAL (FFP & MATCH)	272,480		299,873	634,175	171,394	18,491	296,314	426,830	278,278	
MAC (FFP & MATCH)										
MEDICARE	20,500	212,162	57,130	62,724	16,951	1,829	25,788	52,787	34,394	
REALIGNMENT/COUNTY										
OTHER										
TOTAL FUNDING SOURCES	292,980	212,162	357,003	696,899	188,345	20,320	322,102	479,617	312,672	

2

UNIT COST CALCULATION										
CONTRACTOR'S COSTS	292,980	212,162	357,003	696,899	188,345	20,320	322,102	479,617	312,672	
COUNTY'S DIRECT COSTS	42,155	5,396	51,367	100,273	27,100	2,924	53,615	159,166	61,915	
TOTAL DIRECT COSTS	335,135	217,558	408,370	797,172	215,445	23,244	375,717	638,783	374,587	
UNITS OF SERVICE	3,544	7,292	4,985	501,364	135,500	14,619	3,897	5,179	309,576	
COST PER UNIT - TOTAL	94.56	29.84	81.92	1.59	1.59	1.59	96.41	123.34	1.21	
CONTRACT COST PER UNIT	82.67	29.10	71.62	1.39	1.39	1.39	82.65	92.61	1.01	
COUNTY COST PER UNIT	11.89	0.74	10.30	0.20	0.20	0.20	13.76	30.73	0.20	

2,882,100
503,911
3,386,011

The COUNTY agrees to purchase the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	3,544	7,292	4,985	501,364	135,500	14,619	3,897	5,179	309,576	
CONTRACT MEDI-CAL UNITS	3,296	0	4,187	456,241	123,305	13,303	3,585	4,609	275,523	
CONTRACTOR SHARE OF SDMC FFP RATE	41.34	NA	35.81	0.70	0.70	0.70	41.33	46.31	0.51	
SDMC FFP BASE	136,240	NA	NA	317,087	85,697	9,246	NA	NA	NA	
SDMC FFP ALLOWABLE VARIANCE	13,624	NA	NA	31,709	8,570	925	NA	NA	NA	

548,270
54,828

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LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Tyler House / New School
 INDEX NUMBER: 363113

FISCAL YEAR: 2001/2002
 CONTRACT #: CO10129-03
 DATE: 05/22/02
 w/Living Wage + New School

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

CONTRACT
TOTAL

PROGRAM COMPONENT	TYLER	TYLER	Residential	NEW SCHOOL	
PROVIDER #	44BF	44BF	Group	44AR	
MODE	10	15	Operations	15	
SERVICE FUNCTION	85	01-70		01-70	
CONTRACTOR'S COSTS	245,037	20,563	304,786	30,000	

600,386

REVENUES	
GRANTS	
PATIENT FEES	267,786
PATIENT INSURANCE	
OTHER	
TOTAL REVENUES	267,786
NET CONTRACT AMOUNT	332,600

			267,786		
			267,786		
			37,000	30,000	
	245,037	20,563			

FUNDING SOURCES	
MEDI-CAL (FFP & MATCH)	295,600
MAC (FFP & MATCH)	
MEDICARE	
REALIGNMENT / HSA COUNTY	37,000
OTHER	
TOTAL FUNDING SOURCES	332,600

		20,563		30,000	
			37,000		
	245,037	20,563	37,000	30,000	

UNIT COST CALCULATION	
CONTRACTOR'S COSTS	332,600
COUNTY'S DIRECT COSTS	35,128
TOTAL DIRECT COSTS	367,728

	245,037	20,563	37,000	30,000	
	29,171	2,448		3,509	
	274,208	23,011	37,000	33,509	
	1,432	12,240		17,544	
	191.49	1.88		1.91	
	171.12	1.68		1.71	
	20.37	0.20		0.20	

COST PER UNIT - TOTAL	
CONTRACT COST PER UNIT	
COUNTY COST PER UNIT	

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the following maximum amount: total Realignment County funds specified above plus Medi-Cal FFP and Healthy Families FFP earned plus EPSDT State General Funds for New School services.
 FFP will be earned at 50% for Medi-Cal units at Contractor's share of the State Negotiated Rate, 66% for Healthy Families and 0% for all other units.

CONTRACT UNITS	
CONTRACT MEDI-CAL UNITS	1,432
CONTRACT INDIGENT UNITS	1,432
CONTRACT OTHER UNITS	

	1,432	12,240		17,544	
	1,432	12,240		17,544	

**SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C**

FISCAL YEAR: 2001/2002
CONTRACT #: CO10129-04
DATE: 05/08/02

LEGAL ENTITY: Santa Cruz Community Counseling Center
PROGRAM NAME: Supported Housing
INDEX NUMBER: 363210

[illegible][illegible][illegible][illegible]

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

[illegible]

SV

EXHIBIT C -- Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 05

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: N/A
Provider Telephone: (831) 469-1700
Program: **Youth Services Crime Prevention Grant**
Program Address: 241 East Lake Ave., Watsonville, CA 95076
 709 Mission Street, Santa Cruz, CA 95060
Program Telephone: (831) 722-2227 and (831) 425-0771

1.0 PROGRAM INTENT

- 1.1 Primary Task: The Youthworks program will provide mental health and drug and alcohol supportive services. These services are intended to provide youth, at-risk of involvement in the Juvenile Justice System, an array of case management and rehabilitative mental health service interventions to successfully maintain them with their families, in school, in jobs and in their community.
- 1.2 Description of Services: Most participants will be referred ~~from~~ local schools, counselors, law enforcement or other Youth Services programs. Each youth will be assessed by the Youthworks Supervisor to determine level of support needs and ability to commit to the 6-month to 1-year program. From this assessment, a program will be individualized for each youth that will target issues that are hindering the youth from succeeding **as** well as promoting their strengths and current abilities. Youth will participate in 1-4 hours of individual, group and family counseling activities each week focusing on their specific needs. Common areas of focus include self-esteem issues, social skills, emotional difficulties, family issues, past work history, cultural issues, substance abuse, mental health and lack of community support. Youth will also participate in weekly family counseling, a weekly supportive group activity with all of the participants, and several 4-week group counseling series that target specific behaviors such **as** petty theft, anger management, substance abuse, communication skills, job and life skills as appropriate. The parents of the participants will be encouraged to attend an on-going, drop-in, parent support group.
- 1.3 Description of Client Population: This program is designed to serve youth between the ages of 14 and 21 living in North Santa Cruz County who are at risk of involvement in the Juvenile Justice System or who have had a minor offense with the law. Youth already in the Juvenile Justice System may also be served. An emphasis will be placed on North County Latino youth.

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Exhibit C, 2001-2002

1.4 Staffing: This program is staffed by a Mental Health Supervisor and Drug and Alcohol Specialist. The Mental Health Supervisor will conduct the initial assessments, write the treatment plans, provide family therapy, provide individual therapy for **50%** of the participants chosen by high level of need, supervise the Drug & Alcohol Specialist, contact referral sources if needed, and oversee the services for all participants in the program. The Drug & Alcohol Specialist will provide individual counseling and mentoring, facilitate the group activities, take the youth to NA/AA meetings and provide transportation as needed. A total caseload of 10 youth will be maintained.

1.5 Service Measurements:

Program Component:	Mental Health Services
Mode:	Outpatient, 15
Service Function:	Mental Health Services, 10, 30, 40, 50
Service Function:	Crisis Intervention, 79
Service Function:	Case Management, 01
Number of Clients:	20

1.6 Program Goals: Demonstrate success in assisting youth in securing employment, emotional supports, and resolution of family issues that allow youth to move into independence. Specific outcome measures will be developed within the Youthworks collaborative and an independent evaluator will be hired to design, collect and report outcome data,

1.7 Evaluation:

Contract services will be evaluated based on the following:

- a. Number of youth served.
- b. Improvement in functioning **as** measured by CAFAS and/or CBCL.
- c. Demonstrate clinical improvement in functioning.

Other outcome measures amongst Youthworks collaborative members (C.A.B., Mountain Community Resources, **P.V.P.S.A.**) will also be developed.

2.0 Method Of Payment

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July through November equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of December, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the previous **(5)** months. For the remainder of the fiscal

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Exhibit C, 2001-2002

year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

- c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR, if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

S: 01-02 Contracts
129-05 Exhibit C Part 05 (SCCCC) Youth Services Crime Prevention Grant 01-02
01/03/02

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Exhibit C - Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 09

<u>Provider:</u>	Santa Cruz Community Counseling Center, Inc.
<u>Provider No.:</u>	N/A
<u>Provider Telephone:</u>	(831) 469-1700
<u>Program:</u>	Independent Housing
<u>Programs Address:</u>	195-A Harvey West Blvd., Santa Cruz, CA 95060
<u>Program Telephone:</u>	(831) 469-1700

1. PROGRAM INTENT

- 1.1 Primary Task: The goal of this contract is to reduce unnecessary costs for and utilization of psychiatric inpatient services and IMD placements. The specific objectives include reducing **(1)** Short-Doyle Medi-Cal acute inpatient days by **90** annually, **(2)** Administrative inpatient days by 60 annually, **(3)** Indigent inpatient days by 60 annually, and **(4)** IMD placements by 2.25 beds daily (821 days annually). The goal and objectives will be accomplished by providing rental subsidies for supported housing.
- 1.2 Description of Services: Rental subsidies for supportive housing will be provided to serve up to 15 Santa Cruz County seriously mental ill System of Care (SOC) adults who are in higher and more restrictive levels of care than are clinically needed. SOC adults may be placed directly from inpatient services or an IMD placement into this supported housing service when this level of care and placement is clinically appropriate. It is more likely that SOC adults in intermediate levels of residential care, i.e., Transition House, El Dorado and Paloma House, would be placed into these supportive housing units. This will create capacity in the intermediate levels of care for SOC adults who are currently placed into but no longer in need of inpatient services or IMD placements.

Primary Contractor roles and responsibilities include: (1) locating, leasing, and managing property; (2) providing housing support for placed individuals; (3) submitting a proposed budget to the COUNTY for review and approval for each property leased, describing the ongoing monthly lease subsidy and any one-time costs to be funded by the County. Note: If subsequent actual budget line item or category type of expenditures differ from the approved budget by 5% or more, the Contractor must submit a revised budget request for review and approval by the Mental Health Director or his designee.

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Primary County roles and responsibilities include (1) providing target population referrals from the SOC housing council; (2) review and approval of budgets by the Mental Health Director or his designee; and (3) evaluation of key indicators and outcomes.

- 1.3 Description of Client Population: Seriously mentally ill adults who are residents of Santa Cruz County. The specific target population is System of Care (SOC) adults who are in higher and more restrictive levels of care than is clinically indicated, or who are at high risk of requiring inpatient services or IMD placement resulting from inadequate housing and treatment supports.

2. SYSTEM INTENT

- 2.1 Geographic area serviced: County of Santa Cruz.
- 2.2 Organization and Administrative Structure: Contract file.
- 2.3 Quality Assurance Program: State Department of Mental Health; County Quality Improvement Committee.
- 2.4 Internal System Affiliations: Agencies, programs within Bronzan-McCorquodale system, i.e., County Mental Health system.
- 2.5 External System Affiliations: State Department of Mental Health, various residential care facilities.
- 2.6 Fair Hearing Practice: conflict resolution with staff and CMH, House Policy & County Grievance Procedure.

3. METHOD OF PAYMENT

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b. For the first fiscal year of this contracted service, COUNTY agrees to reimburse CONTRACTOR actual expenditures for provision of this program.

**SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C**

FISCAL YEAR: 2001/2002
CONTRACT #: CO10129-09
DATE: 04/16/02
w/SAMSHA

**CONTRACT
TOTAL**

PROGRAM COMPONENT								
PROVIDER #								
MODE								
SERVICE F JNCTON								
CONTRACTOR'S COSTS								
TOTAL	32,000							

REVENUES

GRANTS							
PATIENT FEES							
PATIENT INSURANCE							
OTHER							
TOTAL REVENUES							
NET CONTRACT AMOUNT	32,000					32,000	

FUNDING SOURCES

MEDI-CAL (FFP & MATCH)						
MAC (FFP & MATCH)						
MEDICARE						
REALIGNMENT/COUNTY						
OTHER	32,000					
TOTAL FUNDING SOURCES	32,000					

UNIT COST CALCULATION

CONTRACTOR'S COSTS	32,000					
COUNTY'S DIRECT COSTS						
TOTAL DIRECT COSTS	32,000					
UNITS OF SERVICE		NA				
COST PER UNIT - TOTAL						
CONTRACT COST PER UNIT						
COUNTY COST PER UNIT						

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

[illegible]

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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) 5/28/02 (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.

- Said agreement is between the HEALTH SERVICES AGENCY - MENTAL HEALTH (Department/Agency)
and FRONT STREET, INC. 303 POTRERO ST. SUITE 1A, SANTA CRUZ, CA 95060 (Name/Address)
- The agreement will provide SECURED THIRD-PARTY LEASING FOR HOMELESS MENTALLY ILL ADULTS THROUGH
THE RENT PLUS PROGRAM
- Period of the agreement is from JULY 1, 2001 to JUNE 30, 2002
- Anticipated Cost is \$ 3,565,239 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: RENT PLUS

- Detail: ☒ On Continuing Agreements List for FY 01 02 . Page CC-10 Contract No: 10539-03 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required XX AMENDMENT NEW SUFFIX
☐ Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 363174 (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: 10539-03 → \$ 62,339
By: [Signature] Auditor-Controller Deputy Date: 05/30/02

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 (Department/Agency)
Date 6-04-02 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	\$	JE Amount	Lines	H/TL	Keyed By	Date
Document No.						

TC110	\$	Amount	Index	Sub object	User Code
Auditor Description					

501

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Contract No: 539
Index: 363174
Subobject: 3665

AMENDMENT No. 3 TO AGREEMENT

Front Street, Inc.

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

Add Front Street Rent Plus program component. This new program will become Contract No. 539-03. Increase the total contract maximum by \$62,339 for a new total contract maximum of \$3,565,239.


B. Exhibit C, Scope of Service and Budget, Part 03

Add new attached Exhibit C, Scope of Service and Budget, Part 03 for Front Street Rent Plus Program.

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

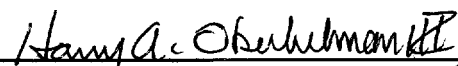
CONTRACTOR

COUNTY OF SANTA CRUZ

By 
Ann Butler, President
Front Street, Inc.
303 Potrero St., Suite 1A
Santa Cruz, CA 95060

By _____
Rama Khalsa
Health Services Administrator

APPROVED AS TO FORM


County Council
5/17/02

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COUNTY OF SANTA CRUZ
EXHIBIT C—Scope of Service and Budget

FRONT STREET, INC.

Part 03

Provider: Front Street, Inc.
Provider No.: 4476
Program: Front Street Rent Plus
Provider Address: 303 Potrero St., Suite 1A, Santa Cruz, CA 95060
Provider Telephone: (831) 420-0120
Program Telephone: (831) 420-0120

1. **PROGRAM INTENT**

1.1. Primary Task. Rent Plus is a housing program of Puentes, a joint program of Adult Mental Health and the Homeless Person's Health Project funded through AB 2034. Rent Plus provides 3rd party leasing through CONTRACTOR. The service includes a rent guarantee, tenant non-payment guarantee and additional security deposit for each unit. This contract has two components; a Guarantee Fund which enables CONTRACTOR to negotiate with landlords because of secure funding on deposit, and a monthly expenditure component including Monthly Rent Subsidy and an Administrative Fee.

1.2. Number of Units and Term of Agreement: There are currently six units leased under this program with terms from January 1, 2002 through December 31, 2004. The Rent Plus Guarantee Fund is designed to support up to 20 units of housing. For the purposes of this program a unit is defined as one independent housing bed.

1.3. Contractor roles and responsibilities: CONTRACTOR will: (1) sign leases with the property owners, (2) pay the rents monthly to the property owners, (3) collect rents from the AB 2034 participants and receive subsidy fund advances from the COUNTY, (4) hold AB 2034 Guarantee Fund designated for Rent Guarantee and Excessive Damage Deposit in an interest bearing account (with the interest accruing becoming property of the COUNTY for use in the Rent Plus program), (5) invoice COUNTY monthly for the balance of actual expenses not covered by previously received subsidy fund advances and a monthly administrative fee, and (6) submit a monthly report to the Homeless Person's Health Project and to County Mental Health in a format prescribed by COUNTY.

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2. Rent Plus Guarantee Fund and Monthly Subsidy and Administrative Fee Expenditures

2.1. Description of Guarantee Fund:

Tenant Rent Nonpayment Guarantee	\$6,480
Vacancy Factor Guarantee	<u>18,359</u>
Total Rent Guarantee	\$24,839
Excess Damage Deposit	<u>\$3,000</u>
Total Guarantee Fund	\$27,839

2.2. Description of Monthly Rent Subsidy and Administrative Fee Expenditures.

CONTRACTOR pays the rents on the units leased under Rent Plus and collects the tenant portion of the rents from the AB 2034 participants. CONTRACTOR is reimbursed for administrative services performed at a rate of 15% of rent subsidy funds paid monthly. This amount will vary depending on the number of units with Section 8 vouchers that do not require CONTRACTOR payment.

Potential Monthly Rent Subsidy (monthly up to)	\$5,000
Total Maximum Monthly Rent Subsidy	\$30,000
Potential monthly Administrative Fee	\$750.00
Total Maximum Administrative Fee (@ 15%)	<u>\$4,500</u>
Total Monthly Rent Subsidy and Administrative Fee	\$34,500

2.3. Total Front Street Rent Plus Budget \$62,339

3.0 METHOD OF PAYMENT

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs. CONTRACTOR will invoice COUNTY the full amount of the Guarantee Fund upon contract execution each year. CONTRACTOR will submit Monthly Rent Subsidy and Administrative Fee invoices for advances and actual expenditures as prescribed below.
- b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July and August equal to $1/12^{\text{th}}$ per month of the prior year contract amount for Monthly Rent Subsidy and Administrative Fees or $1/12^{\text{th}}$ of the new year amount whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to $1/12^{\text{th}}$ of the new year amount plus, if appropriate, an adjustment for the months of July and August. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to $1/12^{\text{th}}$ of the new year contract amount.

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- c. CONTRACTOR will submit monthly invoices to COUNTY for actual expenditures in excess of total funds that were previously advanced to CONTRACTOR.
- d. CONTRACTOR shall remit unused advance funds to COUNTY quarterly.
- e. CONTRACTOR shall provide an accounting for all Guarantee Funds, including amounts paid out and interest earned, and Monthly Rent Subsidy and Administrative Fees within 30 days after the end of the contract period and remit all unused funds to COUNTY with that accounting.

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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) 5/24/02 (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 - Mental Health (Department/Agency)
and Volunteer Center of Santa Cruz, 1010 Emeline Ave. Santa Cruz. CA 95060 (Name/Address)
2. The agreement will provide vocational day program including sheltered workshop & various mental health services to mental health & Cal WORKS clients & the Mental Health Resource Center (for families of both adult & child clients)
3. Period of the agreement is from July 1, 2001 to June 30, 2002
4. Anticipated Cost is \$ 942,019 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Living Wage Special Augmentation in the amount of \$16,900

5. Detail: ☒ On Continuing Agreements List for FY 01 - 02 . Page CC-10 Contract No: 10205-01/02 ☐ 1st Time Agreement
- ☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

205-01 - 10,200 INCREASE
-02 - 3,000 INCREASE
-03 - 3,700 INCREASE

6. Appropriations/Revenues are available and are budgeted in 363210/363111 (Index) 3638 (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: 10205-01/02/03

By: [Signature]
Auditor-Controller Deputy

Date: 5/24/02

Proposal and accounting ~~data~~ 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: 6-04-02

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 _____ 2002

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

50.1 TC110 \$ _____ / _____
Auditor Description Amount Index Sub object User Code

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AMENDMENT #2 TO CONTRACT #205

ATTACHMENT A, PAGE 1
Special Purpose Budget Augmentation

Changes to Contract Budget

1. Salaries: The salaries of the position(s) listed below are modified as shown:

Position Title	Previous Hourly Salary	New Hourly Salary*	# Positions	Cost of Change
Program Assistant	6.52	7.23	1	413.17
“ ”	8.11	9.00	1	199.60
“ ”	8.39	9.30	1	445.26
Prog. Specialist/Coordinator	10.43	11.56	1	360.36
“ ”	11.40	12.52	1	317.01
“ ”	12.04	13.22	2	2657.52
“ ”	12.34	13.55	1	1450.18
“ ”	12.72	13.97	3	4398.09
“ ”	13.43	13.97	4	2201.58
“ ”	13.54	13.62	1	36.00
Subtotal of Changes to Salary	108.92	117.94		\$12,478.77

* Not to exceed \$14.00 per hour.

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AMENDMENT #2 TO CONTRACT #205

ATTACHMENT A, PAGE 2
Special Purpose Budget Augmentation

2. Other:

Description	Cost of Each Change
<u>Increased payroll taxes on wage adjustments</u>	<u>\$1,372.66</u>
<u>Cost of Living increases to other non-management Workers making more than \$14.00/hour</u>	<u>\$3,048.57</u>
Subtotal Costs of Other	<u>\$4,421.23</u>

3. Total Cost of Special Purpose Budget Augmentation (Note: This amount should equal the amount of the augmentation specified in paragraph A of the Contract Amendment #1.)

Subtotal Salaries	\$12,478.77
Subtotal Other	\$ 4,421.23

<u>TOTAL</u>	<u>\$16,900</u>
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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

Health Services Agency (Department)

BY:

[Signature] (Signature) 5/24/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (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 - Mental Health (Department/Agency)
and Volunteer Center of Santa Cruz 1010 Emeline Ave. Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide a 3rd amendment to the 2001/02 Agreement

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

4. Anticipated Cost is \$ 962,019 through June 30, 2002 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: This Amendment increases Index 363210 by \$20,000

5. Detail: ☒ On Continuing Agreements List for FY 01 - 02, Page CC- 10 Contract No: 205 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required XX Amendment 205-01-20,000 INCREASE
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363210 (Index) 3638 (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: 10205-01

By: *[Signature]*
Auditor-Controller Deputy

Date: 5/24/02

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 6-04-02

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 II, Section 300 Proc 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	_____

50-1

08

Contract No. 205
Index No. 363210
Subobject No. 3638

Volunteer Center of Santa Cruz
AMENDMENT #3 to Agreement

The parties hereto agree to amend that certain above agreement dated July 1, 2001 and twice previously amended, by changes as follows:

1. Cover Sheet

Increase Index 363210 amount by \$20,000 for a new Index total of \$841,200. Increase total contract maximum by \$20,000 for a new total contract maximum of \$962,019.

2. Exhibit C, Scope of Service and Budget (Part A)

Delete existing Budget page and replace with new attached Budget (page 6 of 6).

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

CONTRACTOR

COUNTY OF SANTA CRUZ

By Karen Delaney (RC) BY _____
Karen Delaney, Exec. Director
Volunteer Center of Santa Cruz
1010 Emeline Avenue
Santa Cruz, CA 95060
Health Services Agency

APPROVED AS TO FORM

Hanya Oberkumant
County Counsel 5/17/02

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LEGAL ENTITY: Volunteer Center
 PROGRAM NAME: Community Connections
 INDEX NUMBER: 363210

FISCAL YEAR: 2001/02
 CONTRACT #: CO10205-01
 DATE: 05/13/02
 w/ Living Wage and CalWrks Augment

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

CONTRACT
 TOTAL

PROGRAM COMPONENT	CCA	MHS	CMS-SW	SE	CALWORKS	CW - WREP	CW-CABRILLO	HOUSING
PROVIDER #	4403	4403	4469	4469	4403	4403	4403	4403
MODE	10	15	10	10	15	45	45	45
SERVICE FUNCTION	95	01-70	30	30	01-70	20	20	20
CONTRACTOR'S COSTS	384,578	41,709	110,603	417,257	168,200		56,400	72,011

REVENUES	
GRANTS	417,257
PATIENT FEES	
PATIENT INSURANCE	
OTHER	73,601
TOTAL REVENUES	490,858
NET CONTRACT AMOUNT	759,900

FUNDING SOURCES	
MEDI-CAL (FFP & MATCH)	399,458
MAC (FFP & MATCH)	
MEDICARE	
REALIGNMENT/COUNTY	63,831
OTHER	296,611
TOTAL FUNDING SOURCES	759,900

UNIT COST CALCULATION	
CONTRACTOR'S COSTS	1,250,758
COUNTY'S DIRECT COSTS	90,076
TOTAL DIRECT COSTS	1,340,834
UNITS OF SERVICE	
COST PER UNIT - TOTAL	87.49
CONTRACT COST PER UNIT	75.41
COUNTY COST PER UNIT	12.08
REIMBURSEMENT TYPE	

384,578	41,709	110,603	417,257	168,200		56,400	72,011
61,632	6,600			21,844			
446,210	48,309	110,603	417,257	190,044		56,400	72,011
5,100	33,000	3,000	N/A	109,220	N/A	N/A	N/A
87.49	1.46	36.87		1.74			
75.41	1.26	36.87		1.54			
12.08	0.20			0.20			
RATE	RATE - CAP	COST	N/A	RATE	COST	COST	COST

The COUNTY agrees to purchase up to the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract by type of service for all services with Reimbursement Type=RATE. The COUNTY agrees to purchase up to the number of Contract Units specified below at the Contract unit calculated above, up to the maximum shown in Net Contract Amount by type of service for all services with Reimbursement Type=RATE - CAP, with a further limitation of reimbursement and final reconciliation to actual costs, as limited by and to the cost per unit listed on this page multiplied by actual units delivered as an upper limit of reimbursement. The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown by type of service for all services with Reimbursement Type=COST.

CONTRACT UNITS	5,100	33,000	N/A	N/A	109,220	N/A	N/A	N/A
CONTRACT MEDI-CAL UNITS	4,794	30,030			0			
CONTRACT INDIGENT UNITS	0	0			0			
CONTRACT OTHER UNITS	306	2,970			109,220			

99

50-1

100
Contract No: 205
Index: 363111 & 363210
Subobject: 3638

AMENDMENT No. 2 TO AGREEMENT
Volunteer Center of Santa Cruz

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

Increase the total contract maximum by \$16,900 for a new total contract maximum of \$942,019

2. Budget Sheets

Delete (3) existing Exhibit C Budgets and replace with new attached Exhibit C Budgets.

B. Special Purpose Budget Augmentation

The purpose of this special budget augmentation is to increase the wages of the lowest paid employees of the CONTRACTOR as described on Attachment A "The Special Purpose Budget Augmentation" which is incorporated into this Agreement.

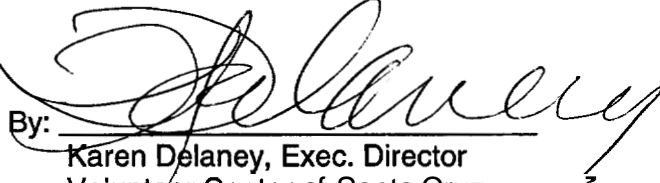
C. Reporting

CONTRACTOR shall report to COUNTY on its utilization of this special purpose budget augmentation by submitting reports within 60 days of any written request by COUNTY.

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

CONTRACTOR


COUNTY OF SANTA CRUZ

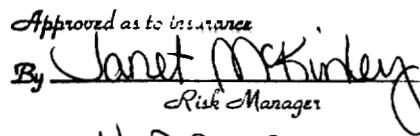
By: 

Karen Delaney, Exec. Director
Volunteer Center of Santa Cruz
1010 Emeline Ave.
Santa Cruz, CA 95060

By: _____
Health Services Agency

Approved as to form:


County Counsel 4-4-2002

Approved as to insurance
By: 
Risk Manager
Date: 4-3-2002

LEGAL ENTITY: Volunteer Center
 PROGRAM NAME: Community Connections
 INDEX NUMBER: 363210

FISCAL YEAR: 2001/02
 CONTRACT #: CO10205-01
 DATE: 03/12/02
 w/ Living Wage

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

CONTRACT
 TOTAL

PROGRAM COMPONENT	CCA	MHS	CMS-SW	SE	CALWORKS	CW - WREP	CW-CABRILLO	HOUSING
PROVIDER #	4403	4403	4469	4469	4403	4403	4403	4403
MODE	10	15	10	10	15	45	45	45
SERVICE FUNCTION	95	01-70	30	30	01-70	20	20	20
CONTRACTOR'S COSTS	384,578	41,709	110,603	417,257	148,200		56,400	72,011

REVENUES	1,230,758
GRANTS	417,257
PATIENT FEES	
PATIENT INSURANCE	
OTHER	73,601
TOTAL REVENUES	490,858
NET CONTRACT AMOUNT	739,900

FUNDING SOURCES	399,458
MEDI-CAL (FFP & MATCH)	
MAC (FFP & MATCH)	
MEDICARE	
REALIGNMENT/COUNTY	63,831
OTHER	276,611
TOTAL FUNDING SOURCES	739,900

UNIT COST CALCULATION	384,578	41,709	110,603	417,257	148,200		56,400	72,011
CONTRACTOR'S COSTS	61,632	6,600			19,247			
COUNTY'S DIRECT COSTS	446,210	48,309	110,603	417,257	167,447		56,400	72,011
TOTAL DIRECT COSTS	5,100	33,000	3,000	N/A	96,234	N/A	N/A	N/A
UNITS OF SERVICE	87.49	1.46	36.87		1.74			
COST PER UNIT - TOTAL	75.41	1.26	36.87		1.54			
CONTRACT COST PER UNIT	12.08	0.20			0.20			
COUNTY COST PER UNIT				N/A				
REIMBURSEMENT TYPE								

The COUNTY agrees to purchase up to the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract Amount by type of service for all services with Reimbursement Type=RATE. The COUNTY agrees to purchase up to the number of Contract Units specified below at the Contract Cost Per unit calculated above, up to the maximum shown in Net Contract Amount by type of service for all services with Reimbursement Type=RATE - CAP, with a further limitation of reimbursement and final reconciliation to actual costs, as limited by and to the cost per unit listed on this page multiplied by actual units delivered as an upper limit of reimbursement. The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown by type of service for all services with Reimbursement Type=COST.

CONTRACT UNITS	5,100	33,000	N/A	N/A	96,234	N/A	N/A	N/A
CONTRACT MEDI-CAL UNITS	4,794	30,030			0			
CONTRACT INDIGENT UNITS	0	0			0			
CONTRACT OTHER UNITS	306	2,970			96,234			

**SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C**

MHRC						
4403						
45						
20						
81,300						

Page 4 of 4

LEGAL ENTITY: Volunteer Center
 PROGRAM NAME: MH Res Ctr Family Partnership
 INDEX NUMBER: 363111

FISCAL YEAR: 2001/02
 CONTRACT #: CO10205-03
 DATE: 03/12/02
 w/Living Wage

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

CONTRACT
 TOTAL

PROGRAM COMPONENT

PROVIDER #

MODE

SERVICE FUNCTION

CONTRACTOR'S COSTS

MHRC					
4403					
45					
20					
120,819					

REVENUES

GRANTS

PATIENT FEES

PATIENT INSURANCE

OTHER

TOTAL REVENUES

NET CONTRACT AMOUNT

120,819					

FUNDING SOURCES

MEDI-CAL (FFP & MATCH)

MAC (FFP & MATCH)

MEDICARE

REALIGNMENT/COUNTY

OTHER

TOTAL FUNDING SOURCES

54,040					
66,779					
120,819					

UNIT COST CALCULATION

CONTRACTOR'S COSTS

COUNTY'S DIRECT COSTS

TOTAL DIRECT COSTS

UNITS OF SERVICE

COST PER UNIT - TOTAL

CONTRACT COST PER UNIT

COUNTY COST PER UNIT

120,819					
120,819					
N/A					

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS
 CONTRACT MEDI-CAL UNITS
 CONTRACT INDIGENT UNITS
 CONTRACT OTHER UNITS

03/12/02					

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

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from California State Dept. of Health Svcs for HSA AIDS Programs program; and

WHEREAS, the County is recipient of funds in the amount of \$ 38,626 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 \$ 38,626 into

Department Health Services Agency

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
-----	-----------------	--------------------------------	--------------	--------

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
-----	-----------------	------------------------------------	---------	--------------	--------

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 4/25/2

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COUNTY,ADMINISTRATIVE OFFICER

☒ *01/16/02*

Recommended to Board

☐

Not Recommended to Board

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

FOES : SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

[Signature]

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

[Signature] 05/30/02

Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

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HEALTH SERVICES AGENCY
AUDBO ATTACHMENT
PUBLIC HEALTH - AIDS PROGRAM

FISCAL YEAR 2001-2002

REVENUES:

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	362300	996	FED-HEALTH PROGRAM	\$ 5,000
001	362700	666	STATE AID-AIDS LATINO HIGH RISK	9,000
001	362700	980	FED-AIDSC.A.R.E. ACT (Title II)	12,163
001	362700	1095	FED-MISC GRANTS (HOPWA)	12,463
Total				\$ <u>38,626</u>

APPROPRIATIONS:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	362300	3665		PROF & SPECIAL	\$ -1,000
021	362300	4150		AIR FARE	-1,000
021	362300	4164		MEALS	-500
021	362300	4166		MILEAGE	-1,000
021	362300	8404		FIXED ASSETS - EQUIPMENT	8,500
021	362700	3638		MEDICAL SERVICES - OTHER	12,163
021	362700	3665		PROF & SPECIAL	21,463
Total					\$ <u>38,626</u>

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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) (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

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

1. Said agreement is between the COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY - ADP (Department/Agency)

and TULARE COUNTY SUPERINTENDENT OF SCHOOLS, 2637 W. BARRELL AVE., (Name/Address)
Box 5091, VISALIA, CA 93278

2. The agreement will provide FUNDING FOR A YOUTH DRINKING AND DRIVING PREVENTION MEDIA CAMPAIGN

3. Period of the agreement is from APRIL 1, 2002 to SEPTEMBER 30, 2003

4. Anticipated ^{Revenue} Cost is \$ 7,500.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: \$430 WILL BE APPROPRIATED INTO 2001-02 AND \$7070 INTO 2002-03

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

☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☒ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 364022 (Index) 0690 (Sub object)

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

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

Contract No. R-777

By: [Signature]
Auditor-Controller Deputy

Date: 5/31/03

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: 6-4-02

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 II, Section 300 Proc 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

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**AGREEMENT IMPLEMENTING THE
FRIDAY NIGHT LIVE YOUTH COUNCIL
MEDIA ADVOCACY CAMPAIGN
FOR SANTA CRUZ COUNTY**

CONFIDENTIAL

This AGREEMENT entered into this 1st day of April 1, 2002, by and between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, a political subdivision of the State of California, doing business as the California Friday Night Live Partnership, hereinafter called CFNLP, and Santa Cruz County Alcohol & Drug Program/Friday Night Live Partnership, hereinafter called CONTRACTOR;

WITNESSETH:

WHEREAS, the California State Department of Alcohol and Drug Programs has authorized the CFNLP to provide statewide leadership for the implementation of the Friday Night Live (FNL) Youth Council Media Advocacy Campaign, CFNLP shall provide oversight to a media consultant; provide training and feedback; provide support for CONTRACTOR to participate in training opportunities as outlined in the scope of work, provide monthly check in opportunities, award funding **not to exceed \$7500**; provide administrative support to awardees of a request for application (RFA) process; and

WHEREAS, this agreement is a subcontract under the terms of a prime contract with the California State Department of Alcohol and Drug Programs and requires CFNLP to secure certain specific objectives in CONTRACTOR'S county, as outlined in the Scope of Work and Deliverables (**Exhibit A**); and

WHEREAS, the CONTRACTOR is an appropriate entity capable and desirous of delivering the necessary outcome objectives to those participating in the FNL Youth Council media Advocacy Campaign;

NOW, THEREFORE, it is agreed by and between the CFNLP and the CONTRACTOR as follows:

1. TERMS OF AGREEMENT

The term of this AGREEMENT shall commence on April 1, 2002 and shall continue, ending on September 30, 2003.

2. PERFORMANCE

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a. The CONTRACTOR shall provide outcomes and deliverables pursuant to this AGREEMENT in accordance with the timelines stated in the attached Scope of Work and Deliverables (Exhibit A) and the signed Assurances Checklist, which was submitted, with the CONTRACTOR'S Request for Application.

b. Performance by the parties pursuant to the provisions of this AGREEMENT is of the essence and any failure to timely perform shall be considered a breach of this AGREEMENT.

3. FUNDING

a. Contractor and any and all subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in OTS Program Manual, Volume II, chapter 6, Exhibit 6-B, Rev. 4-01, all of which by reference herein shall be made a part of this AGREEMENT.

b. Minority, Women, and Disabled Veterans Business Enterprise (M/W/DVBE) Program (Federal Requirement)
During the performance of this Contract, the Contractor agrees to insure that minority, disabled and women business enterprises as defined in 49 CFT, Part 23 and California Code of Regulations, Title 2, shall have the maximum opportunity to compete for and perform any subcontracts for materials, services or supplies procured under this agreement.

CONTRACTOR shall complete an OTS-24 form (Exhibit E) and attach it with the signed AGREEMENT. In addition, upon the selection of any contractor, or vendor, the project director shall complete an OTS-24 form, Record of Minority, Women, and Disabled Veteran Business Enterprise Participations. Instructions for completing and submitting the OTS-24 are detailed on Exhibit E.

c. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after the determination was made. Funds from this AGREEMENT are valid and enforceable only if the California State Department of Alcohol and Drug Programs and/or Office of Traffic Safety make sufficient funds available to the CFNLP for the purpose of this project. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the California State Department of Alcohol and Drug Programs, which may affect the provisions, terms, or funding of this AGREEMENT in any manner. It is mutually agreed that if the California State Department of Alcohol and Drug Programs does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

4. PAYMENT

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Payment to the CONTRACTOR by the CFNLP pursuant to the AGREEMENT shall be made only from funds received from the California State Department of Alcohol and Drug Programs designated and earmarked for the FNL Youth Council Media Advocacy campaign. **The maximum amount payable under this contract shall not exceed Seven Thousand Five Hundred Dollars (\$7,500) in an 18 months period.** Payments are subject to certification or other proof satisfactory to CFNLP that claims for CONTRACTOR has legally incurred reimbursements in the performance of this AGREEMENT.

Biennial reimbursement will be made by the CFNLP within fifteen (15) days upon timely receipt of the Invoice and expenditures, satisfactory Reporting Form and Progress Report for reporting period during the campaign. Reimbursement and/or resources will be withheld if timelines for these reports are not met.

YEAR ONE:

1st reporting period:	April 1,2002 - June 30,2002
X April 1,2002:	Project commences
X April 15, 2002:	Invoice due
X April 15, 2002:	Reimbursement #1 will be made by CFNLP
X June 30,2002:	Progress Report and Survey Data Due
2nd reporting period:	July 1,2002 - September 30,2002
X September 30,2002:	Invoice and Progress Report due
X October 15,2002:	Reimbursement #2 will be made by CFNLP
3rd reporting period:	October 1,2002 - January 31,2003
X December 31,2002:	Invoice and Progress Report due
X January 15,2003:	Reimbursement #3 will be made by CFNLP
X January 31,2003:	Survey Data Due
4th reporting period:	February 1,2003 - April 30,2003
X April 30, 2003:	Progress Report due
X April 30,2003:	Focus group data due
5th reporting period	May 1,2003 - July 31,2003
X July 31,2003:	Progress Report due
6th reporting period	August 1,2003 - September 30,2003
X September 30,2003:	Progress Report due

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5. BILLING

Invoices are to be billed to the CFNLP, containing an original signature, name of the county and youth council, time period covered, and actual expenditures paid during the time period in accordance with budget line items (including receipts). **Exhibit C**, Invoice, is attached hereto and incorporated by this reference, as an example of a recommended invoice format.

Invoices shall be submitted to:

California Friday Night Live Partnership
Attn.: Carol Hodson, Operations Manager
2637 West Burrel Avenue
P.O. Box 5091
Visalia, CA 93278-5091

6. BUDGET ADJUSTMENTS

The approved budget is attached as **Exhibit B**. Line items may be increased or decreased using funds from other line items by no more than 10% of their original amounts. CONTRACTOR shall submit a written explanation of the need for any adjustments. CFNLP reserves the right to deny any such change on any line item. Adjustments, which have the effect of changing the contract objectives and methods, will not be approved. It is further understood that in no event shall the maximum amount payable under this AGREEMENT exceed the amount specified in Paragraph 4 herein.

7. CONTRACTOR'S CONTACT PERSON

Brenda Armstrong, Santa Cruz Friday Night Live Partnership, is designated as CONTRACTOR'S contact person. CONTRACTOR agrees to notify the CFNLP of any change to this designation.

8. CFNLP'S ADMINISTRATOR AND CONTACT PERSON

Myel Jenkins is the Administrator of the CFNLP. Any problems incurred during the duration of this AGREEMENT will be submitted in writing to the Administrator. Carol Hodson is the operations manager of this AGREEMENT. All invoices are to be sent directly to her. Debbie Williams is the contract monitor and progress reports should be sent directly to her.

9. RELATIONSHIP

No relationship of employer and employee is created by this AGREEMENT. It is understood that the CONTRACTOR is an independent contracting agent within the meaning of this AGREEMENT.

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10. REPORTING

a. CONTRACTOR shall submit to CFNLP as indicated in paragraph 4 herein on or before the last calendar day of the month ending the reporting period, an invoice accompanied by the required reporting form, progress report, and evaluation data (**Exhibit D**). The content and format of this invoice and progress report shall be specified by the CFNLP. The CONTRACTOR shall also furnish to the CFNLP such statement, records, reports, data and information as the CFNLP may reasonably request pertaining to the matters of this AGREEMENT. The required reports shall accompany the invoices.

b. Contract Product Disclaimer/Credit Statements

If requested by ADP, printed materials, reports, brochures, posters, videos, etc. developed or used as part of this project shall contain the following credit line: "Support for this project has been given by the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs (ADP) and the Business Transportation and Housing Agency, Office of Traffic Safety (OTS); the U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA)."

If requested by ADP, published materials, reports, brochures, posters, videos, etc. developed or used as part of this project shall contain the following disclaimer statement: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs and the Business, Transportation and Housing Agency, Office of Traffic Safety (OTS); the U.S. Department of Transportation, Federal Highway Administration (FHWA) and the National Highway Traffic Safety Administration (NHTSA)."

The following standard language must be included in all standard press materials:

"Funding for this program was provided by a grant from the California Office of Traffic Safety through the Business, Transportation & Housing Agency."

11. SCOPE OF WORK MODIFICATIONS

The CFNLP shall at all times maintain control and direction over the scope of work and deliverables being performed under the AGREEMENT. CFNLP reserves the right to change or delete the tasks to be performed within the scope of work to be performed by the CONTRACTOR and any required due dates. CONTRACTOR understands that this is a time sensitive media project and modifications to the scope of work may occur during the duration of the project. CONTRACTOR may request scope of work modifications. The request shall be in writing and contain a clear justification statement as to the need for the modification. CFNLP will determine whether or not the written justification substantiates the request for modification. Modifications shall be mutually agreeable to both parties.

12. TRAVELS AND PER DIEM

All travel and per diem reimbursement under this AGREEMENT shall be at rates not to exceed those amounts paid to the State of California's represented employees under collective bargaining agreements currently in effect. No travel outside the CONTRACTOR's state of residence shall be reimbursed unless prior written authorization is obtained from CFNLP.

13. RECORDS

The CONTRACTOR shall submit to CFNLP such information as is available to CONTRACTOR for the purpose of CFNLP establishing and maintaining records as prescribed by the California Department of Alcohol and Drug Programs with respect to matters covered by this AGREEMENT. The CONTRACTOR shall establish and maintain fiscal books, account records and data for services provided pursuant to this AGREEMENT for three (3) years after the expiration of this AGREEMENT and any and all extensions thereof. Upon request, the CONTRACTOR shall make these records available to authorized personnel of the CFNLP, the California State Department of Alcohol and Drugs, the State of California and the Federal Government.

a. Cost Documentation

The CONTRACTOR shall support all expenditures and costs pursuant to this AGREEMENT by properly executed payrolls, time records, invoices, contracts, vouchers, orders or any other documents pertaining in whole or in part to this AGREEMENT and they shall be clearly identified and readily accessible to CFNLP.

b. Audits and Inspections

(1) The CONTRACTOR'S books, records and accounts pertaining to this AGREEMENT shall at all reasonable times be open to inspection by authorized representatives of the CFNLP, and State or Federal Government.

(2) The CONTRACTOR will cooperate with such county, state and federal agencies, which have the right to monitor, and audit all work performed under this AGREEMENT. This AGREEMENT is subject to the examination and audit of the above-listed agencies for a period of three years after final payment under the AGREEMENT (Government Code Section 8546.7).

(3) The CFNLP may notify the CONTRACTOR in writing within thirty (30) days of any potential state and federal exceptions discovered during the examination. Where findings indicate program requirements are not being substantially met, and state and federal participation in this program may be imperiled, written notification served on CONTRACTOR shall constitute the CFNLP'S intent to terminate this AGREEMENT in the event that corrections are not accomplished by the CONTRACTOR within thirty (30) days of receipt of written notice.

(4) The CONTRACTOR hereby consents to on-site monitoring and personal interviews by appropriate CFNLP staff.

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c. Single Audit Act Clause,

CFNLP, as a sub-recipient of federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984 (31 USC Section 7501 et seq.). Auditable records pertaining to this AGREEMENT will be maintained at the CONTRACTOR'S site. CONTRACTOR agrees to allow an independent auditor to perform any necessary inspection of CONTRACTOR'S books, records and accounts.

d. Fiscal Compliance

Notwithstanding any contrary provisions found elsewhere in the AGREEMENT, the CONTRACTOR shall comply with all reasonable application procedures and regulations of the California State Department of Alcohol and Drug Programs and in the expenditure of funds under this AGREEMENT.

14. INDEMNIFICATION

a. CONTRACTOR and CFNLP shall hold harmless, defend and indemnify each other from and against any liability, claims, actions, costs, damages or losses, for injury including death, to any person or damage to any property arising out of their respective acts or omissions under or pursuant to this AGREEMENT.

b. CONTRACTOR and CFNLP shall hold harmless, defend and indemnify each other from and against any liability, claims, actions, costs, damages or losses incurred by either party as a result of the other party's improper use of funds under or pursuant to this AGREEMENT.

c. These obligations will continue beyond the term of this AGREEMENT as to any act or omission that occurred during the term of this AGREEMENT or any extension of this AGREEMENT.

15. NO ASSIGNMENT OF DUTY

The CONTRACTOR shall not assign, transfer, or convey any obligation, duty or responsibility of CONTRACTOR related to the provision of the AGREEMENT without the prior written approval of the CFNLP.

The CONTRACTOR shall be responsible to the CFNLP for the performance of all activities and services provided hereunder and shall remain responsible throughout the term of this AGREEMENT.

16. TERMINATION OF CONTRACT

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a. This AGREEMENT may be terminated without cause by either party by giving thirty (30) days' prior written notice of intention to terminate.

b. In no event shall any payment by the CFNLP hereunder constitute a waiver by the CFNLP of any breach of the AGREEMENT or any default, which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CFNLP with respect to the breach or default.

c. In the event of any termination, all property and finished or unfinished documents, data, studies, and reports shall be disposed of as instructed by the CFNLP and shall inure to the benefit of the California State Department of Alcohol and Drug Programs; CONTRACTOR shall be entitled to compensation for any non-reimbursed expenses reasonable and necessarily incurred in good faith, in satisfactory performance of this AGREEMENT, prior to the effective day of termination.

17. CONFLICT OF INTEREST

No officer, employee, or agent of the CONTRACTOR who exercises any function of responsibility for planning and carrying out of the services provided under the AGREEMENT shall have any direct or indirect personal financial interest in this AGREEMENT. CONTRACTOR shall comply with all federal, state and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under the AGREEMENT and any officer, employee or agent of the parties.

18. DISCRIMINATION PROHIBITED

During the performance of this AGREEMENT, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40) or sex.

The CONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the AGREEMENT.

19. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under the AGREEMENT shall be used for any political activity, or to further the election or defeat of any candidate for public office.

20. LOBBYING PROHIBITED

None of the funds provided under the AGREEMENT shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

21. ENTIRE AGREEMENT REPRESENTED

This AGREEMENT represents the entire AGREEMENT between CONTRACTOR and CFNLP as to its subject matter and no prior oral or written understandings shall be of any force or effect. No part of this AGREEMENT may be modified without the written consent of both parties.

22. HEADINGS

Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

23. CONSTRUCTION

This AGREEMENT reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

24. NO THIRD PARTY BENEFICIARIES INTENDED

Unless specifically set forth, the parties to this AGREEMENT do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

25. GOVERNING LAW

This AGREEMENT shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this AGREEMENT is made in the County of Tulare and is to be performed in the County of Santa Cruz, California.

26. WAIVERS

The failure of either party to insist on strict compliance with any provision of this AGREEMENT shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the AGREEMENT by the

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other party.

27. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY

This AGREEMENT is subject to all applicable laws and regulations. If any provision of this AGREEMENT is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the AGREEMENT to either party is lost, the AGREEMENT may be terminated at the option of the affected party. In all other cases the remainder of the AGREEMENT shall continue in full force and effect.

28. FURTHER ASSURANCES

Each party agrees to execute any additional documents and to perform any further acts, which may be reasonably required to affect the purposes of this AGREEMENT.

29. MONITORING

The CFNLP shall have the right to monitor the products, service and performance of the CONTRACTOR in order to determine, to the best possible degree:

- a. The conditions under which the program is successful.
- b. Whether performance in the project is adequate to satisfy the needs of the scope of work, which are behind the inception of the project.
- c. The CONTRACTOR shall participate in the evaluation of the program as approved by the CFNLP.

30. PRIORITY OF PROVISIONS

Where inconsistencies may exist between the AGREEMENT and the exhibits attached hereto, such inconsistencies shall be resolved by giving precedence to the AGREEMENT.

31. STATEMENT OF COMPLIANCE

By signing this contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace.

By signing this contract, the CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations.

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The CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

32. AMENDMENTS

a. Any change in the terms of this AGREEMENT shall be incorporated by amendments upon approval of the parties.

b. Any amendment to the terms of this AGREEMENT shall only be valid when it has been reduced to writing, duly signed and attached to the original AGREEMENT. Such an amendment shall be subject to prior approval by the CFNLP and the CONTRACTOR.

33. NOTICES

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CFNLP:

California Friday Night Live Partnership
2637 West Burrel Avenue
P.O. Box 5091
Visalia, CA 93278-5091
FAX: (209)737-4231

CONTRACTOR:

Santa Cruz County Alcohol & Drug Programs
Santa Cruz County Friday Night Live Partnership
320 Encinal Street.
Santa Cruz, CA 95061
FAX: (831) 454-4747

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

IN WITNESS WHEREOF, the parties have executed this contract in Visalia, California.

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CONTRACTOR:

Santa Cruz County Alcohol & Drug Programs
Santa Cruz County Friday Night Live Partnership

Date: _____

By: _____

Title: _____

Tulare County Office of Education, dba
CFNLP

Date: _____

By: _____

Jim Vidak, Superintendent of Schools
Tulare County Office of Education

Approved as to form:

Henry A. Oberhelman TH

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SCOPE OF WORK AND DELIVERABLE FOR SANTA CRUZ COUNTY

- 1 Develop and implement a Friday Night Live Youth Council Media Advocacy Campaign using the Development Symposium information, RFA Scope of Work and training materials collected/provided as a foundation for campaign which includes the following objectives:
 - By **April 15, 2002** have up to five youth and adult representatives participate in CFNLP Youth Council Media Advocacy Campaign Development Symposium
 - By **May 31, 2002** provide a forum for sharing Development Symposium work with entire youth council and target population working group
 - By **May 31, 2002** develop in concert with CFNLP, and begin implementation of a youth council campaign calendar that supports the scope of work as outlined by the CONTRACTORS RFA (See **Exhibit B**)
 - Where appropriate have staff and youth council members attend biannual consortium training institute during duration of contract period. (i.e. August 2002, January 2003, and August 2003)
 - By **February 1, 2003** participate on a committee to develop a statewide summary of all youth council campaigns and design a training on the campaign experiences
 - By **April 1, 2003** assist in the organization and implementation of three campaign focus groups to look at campaign effectiveness
 - By **September 30, 2003** participate in a project/campaign evaluation protocol as outlined by the California Friday Night Live Partnership
- 2 By **September 30, 2003** assist in development and facilitation of at least one FNL system training on the media campaign process, i.e., Advisor training, regional training, consortium, Teenwork
- 3 By **April 30, 2002** provide evidence of capacity to submit reports to the CFNLP electronically and to have Internet access and email access for both FNL and youth council contacts
- 4 Include all applicable credit statements as outlined in paragraph 10 herein. This includes placing appropriate logos as defined on a case-by-case basis
- 5 By **April 30, 2002** provide evidence of nature and role of collaborative relationships, i.e., youth council not overseen directly by FNL County staff, contracts with trainers to receive funding outlined in the campaign budget, other partnership relationships tied directly to campaign funding to the CFNLP
- 6 By **April 30, 2002** provide evidence outlining the structure, participation requirements, distribution, and receipt, and forms utilized for stipend payments to participating youth council members as outlined in attached budget (if applicable)
- 7 Maintain eligibility for funding by CONTRACTOR being or collaborating with a member in good standing with the California Friday Night Live Collaborative

SANTA CRUZ COUNTY

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BUDGET

<u>Line Item</u>	<u>Expense</u>
Media Production Supplies and Services This amount reflects costs of Digital tape, props or other material necessary for taping.	\$ 430.00
Production Staff This reflects the cost incurred to produce the television Public Service Announcement (PSA).	\$ 600.00
Production Equipment Production equipment includes Betacam Rental, Portable light kit, microphone, stands, and miscellaneous materials.	\$1,230.00
Post Production Audio, Video editing, graphics, and dubs.	\$1,470.00
Postage	In Kind
Materials and Supplies	In Kind
<hr/>	
<u>TOTAL</u>	<u>\$7,500.00</u>

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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) 6/3/02 (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 COUNTY OF MONTEREY, DEPT. OF HEALTH, 1270 Natividad Road, Salinas, CA 93906 (Name/Address)

2. The agreement will provide speciman testing in connection with the State of California "Get Tested!"
-Chlamydia Screening Project"

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

4. Anticipated Cost is \$ 10 per test; \$25 per courier run ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: please encumber \$7,000 for FY 2001/02

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

6. Appropriations/Revenues are available and are budgeted in 362200 (Index) 3618 (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: 12795

By: [Signature]
Auditor-Controller Deputy

Date: 06/04/02

PREVIOUSLY PD 49407

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: 6-04-02

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 Section 300 Proc 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

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A - 08895

Agreement No:
Index: 362200
Subobject: 3618

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**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this 1st day of July, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and COUNTY OF MONTEREY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide specimen testing in connection with the State of California "Get Tested! Chlamydia Screening Project." CONTRACTOR will utilize State-provided test kits on urine samples collected by COUNTY. CONTRACTOR will provide courier service to pick-up specimens at specified COUNTY facilities and deliver specimens to CONTRACTOR's laboratory. CONTRACTOR will provide test results to COUNTY in a form and manner acceptable to COUNTY and in accordance with relevant State guidelines for the Chlamydia Screening Project.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: a rate of \$10.00 per test using the State-provided test kit and a rate of \$25.00 for each courier run as described in Paragraph 1 above.

Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice on the form and in the manner specified by COUNTY.

3. TERM. The term of this contract shall be from July 1, 2001 until terminated by either party in accordance with Paragraph 4.

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

5. MUTUAL INDEMNIFICATION.

a. CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its officers, agents and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death incurred by reason of any act of failure to act by CONTRACTOR or its officers, employees, or agents in connection with the performance of this Agreement.

b. COUNTY hereby agrees to indemnify, defend and hold harmless CONTRACTOR and its officers, agents and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death incurred by reason of any act or failure to act by COUNTY or its officers, employees, or agents in connection with the performance of this Agreement.

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6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. 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. To the extent that the CONTRACTOR is a public entity which is self-insured, these requirements shall not apply.

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

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. This insurance coverage shall not be required if vehicle used by CONTRACTOR is not a material part of the performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$ 1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____

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."

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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."

4. 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.

7. 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.

8. 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.

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

12. 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.

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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.

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNN OF SANTA CRUZ

By: _____
Health Services Administrator

Approved as to insurances:

Janet McKinley 1-14-2002
Chief, Risk Management Division

Approved as to form:

Harry A. Oshchukman III
Assistant County Counsel 1/14/02

CONTRACTOR

By: [Signature]
Monterey County Dept. of Health
Len Foster, Director of Health
Address: 1270 Natividad Road
Salinas, CA 93906
Telephone: (831) 755-4500
Tax ID Number: 94-6000524

Approved as to Legal Form:
BY:

[Signature]
Monterey County Counsel

Approved as to form:
By:

[Signature]
Monterey Risk Management

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**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) 6/3/02 (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 COUNTY OF MONTEREY, DEPT. OF HEALTH, 1270 Natividad Road, Salinas, CA 93906 (Name/Address)
2. The agreement will provide revenue from the County of Monterey for lab services provided by the County of Santa Cruz, Health Services Laboratory for the County of Monterey
3. Period of the agreement is from July 1 2001 to June 30, 2003
4. Anticipated Cost is \$ n/a revenue \$24,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: _____

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

6. Appropriations/Revenues are available and are budgeted in 361250 (Index) 2047 (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: R 778

By: [Signature]
Auditor Controller Deputy

Date: 06/04/02

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 _____

By: _____
County Administrative Office

Distribution:

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

State of California
County of Santa Cruz

☒ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the ~~ag~~ 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 _____ 8 _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ 8 _____ / _____
Auditor Description Amount Index Sub object User Code

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement") is made and entered into this day of 2001, in the State of California by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Santa Cruz County Health Department Laboratory (hereinafter "Contractor").

In consideration of the mutual covenants and conditions set forth in this Agreement the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages Contractor, and Contractor hereby agrees to perform the services described in Exhibit B in conformity with the terms of this Agreement. The services are generally described as follows: Necropsy and FRA testing and reporting for potentially rabid animals; disposal of carcasses; and perform other tests as required by Laboratory Director.
2. **PAYMENT BY COUNTY.** County shall pay the Contractor in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of \$24,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from June 30, 2001 to June 30, 2003 unless sooner terminated pursuant to the terms of this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A	Additional Provisions
Exhibit B	Scope of Services/Payment Provisions
Exhibit C	Fee Schedule

IN WITNESS WHEREOF, County and Contractor have executed this Agreement as the day and year first written above.

COUNTY OF MONTEREY

Purchasing Manager

By _____

Date _____

Approved as to Form, County Counsel

By Veronica Blankenship

Date 3/5/02

Approved as to Risk, Director of Health

By [Signature]

Date 3/5/02

Approved as to Content, Division Chief

By L. Valenzuela

Date 2-28-02

CONTRACTOR

Chair, President, or Vice President*

By _____

Date _____

Secretary, Asst. Secretary, CFO, or Asst. Treasurer*

By _____

Date _____

Contractor's Business Name:

County of Santa Cruz

APPROVED AS TO FORM:

Approved By Janet M. McKinley

By Office of the County Counsel

Date Janet M. McKinley 3-15-2002

INSTRUCTIONS: If Contractor is a corporation, including a limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Contractor is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Contractor is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACT ADMINISTRATORS

COUNTY

CONTRACTOR

Len Foster, Director of Health
1270 Natividad Road
San Jose, CA 95128
Phone (408) 755-4525 Fax (408) 755-4797

Duncan Gillies, Laboratory Director
1080 Emeline Street
Santa Cruz, CA 95060
Phone (408) 454-5445 Fax (408) 454-5000

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EXHIBIT A

ADDITIONAL PROVISIONS

1. PERFORMANCE STANDARDS

- 1.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.
- 1.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS

- 2.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller. The Auditor shall pay the certified amount within 30 days of receiving the certified invoice.
- 2.02. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from County for services rendered under this Agreement, such amounts shall be deemed to have been paid out under this Agreement and shall be counted towards County's maximum liability under this Agreement,
- 2.03. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION

- 3.01. During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination,

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In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 3.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes but is not limited to the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey and its officers, agents, and employees from and against the following:

(a) any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) on account of CONTRACTOR's non-payment for any work, services, materials, or supplies furnished or supplied by such third parties to or for CONTRACTOR or CONTRACTOR's subcontractors in connection with the performance of this Agreement, and

(b) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with the wrongful, willful, or negligent act or omission of the CONTRACTOR, its officers, employees, agents, or subcontractors in the performance of this Agreement.

5. INSURANCE

- 5.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.01.01 Commercial General Liability

Instructions: Check YES or check EXEMPTION. If exemption requested, attach any alternative terms, conditions, and justification as an exhibit to this agreement.

☒ YES, commercial general liability insurance is required, pursuant to the following terms:

Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence.

☐ EXEMPTION (Justification attached).

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5.01.02 Automobile Liability Insurance

Instructions: Check YES or check EXEMPTION. If exemption requested, attach any alternative terms, conditions, and justification as an exhibit to this agreement.

☒ YES, Automobile liability insurance is required, pursuant to the following terms:
Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence

☐ EXEMPTION (Justification attached).

5.01.03 Workers' Comprehensive Insurance If CONTRACTOR employs others in the performance of this Agreement, CONTRACTOR shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability.

5.01.04 Professional Liability Insurance

Instructions: Check YES or NO. Professional liability insurance is usually required for contractors rendering professional services such as but not limited to medical services, legal services, engineering, accounting, and software design.

☒ YES, professional liability insurance is required, pursuant to the following terms:

CONTRACTOR shall maintain in effect throughout the term of this Agreement professional liability insurance in the amount of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ NO, professional liability insurance not required.

5.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and authorized by law to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County Risk Management and County's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6. RECORDS AND CONFIDENTIALITY

- 6.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 6.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR utilized or received from County to perform services under this Agreement.
- 6.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 6.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$ 10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 6.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement.

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CONTRACTOR shall not publish any such material without the prior written approval of County.

7. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

8. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

9. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including but not limited to federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

10. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed at page 2 of this Agreement.

11. GENERAL PROVISIONS

11.01. Conflict of Interest. CONTRACTOR covenants that he or she presently has no interest and shall not acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

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- 11.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- 11.03. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 11.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 11.05. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 11.06. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 11.07. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 11.08. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 11.09. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 11.10. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 11.11. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- 11.12. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- 11.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 11.14. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- 11.15. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

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EXHIBIT B

SCOPE OF SERVICES

SCOPE OF SERVICES/PAYMENT

The Contractor will provide rabies testing (including necropsy and FRA examination) and other tests as required by the Health Department Laboratory Director of Monterey County. Rabies analyses shall be performed according to methods recommended by State Department of Health, Viral & Rickettsial Diseases Laboratory. Animal carcasses will be disposed of in accordance with any applicable laws and regulations regarding medical waste.

- Contractor agrees to receive specimens between 10:00 am and 12:00 pm, Mondays, Wednesdays, and Fridays.
- Specimens submitted on Friday or Monday will be reported on Tuesday afternoon. Specimens submitted on Wednesday will be reported on Thursday afternoon.
- Immediate "stat" testing will be done when requested by the Monterey County Health Department's Epidemiologist during any Santa Cruz County Public Health Department regularly scheduled work hours.
- Based on the normal volume of testing, approximately ten (10) animals a month will need to be tested by Santa Cruz County during the term of this agreement.
- Our laboratory will be invoiced and pay for testing done by Santa Cruz County.
- The fees for rabies testing (including for necropsy and FRA examination) and other tests are listed in the Fee schedule.
- There will be an additional fee of \$30.00 for disposal of any carcass.
- Monterey County Animal Control will designate and pick up carcasses of owned animals at the request of the owner from the Contractor.
- Monterey County Public Health Laboratory will receive written reports on all tests performed by Santa Cruz County Public Health Laboratory and be responsible for notification to the Animal Control and Epidemiology Programs. (These animals will be included in the annual report of rabies testing from Monterey County to the State of California Department of Health Services.)
- Rabid animals will be reported by telephone to Monterey County Public Health Laboratory on the day test is completed.
- Duncan Gillies, Director of the Santa Cruz County Public Health Laboratory will be the point of contact for the Health Department's Laboratory, Epidemiology, and Animal Control programs.

Payment

The County will pay the Contractor on a fee for service basis. The Contractor will invoice the County according to the attached Fee schedule. There will be an additional \$30.00 for disposal of each animal carcass. The Contractor will bill monthly for services.

EXHIBIT C

2001 JUL 2 AM 10:02

LAE SUBSYSTEM TESTS - IN HOUSE

PAGE 1

PNDL4-B	87186.24	\$29.25	ANTIBIOTIC SUSCEPTIBILITY BLOOD/TISSUE
PNDL4-E	87186.24	\$29.25	ANTIBIOTIC SUSCEPTIBILITY URINE
MNPR8-1	85024.24	\$25.00	AUTO CBC
MNOB2			CBC AUTOMATED WITH FOUR INDICES PANEL
PNFX4	87490.24	\$47.50	CHLAMYDIA BY GEN-PROBE
PNFX4-A	87490.24	\$0.00	CHLAMYDIA BY GEN-PROBE ADDITIONAL TEST
PNKL3	87491.24	\$52.25	CHLAMYDIA BY GP AMPLIFIED
PNKL3-A	87491.24	\$0.00	CHLAMYDIA BY GP AMPLIFIED ADDITIONAL TEST
PNFK9			CULTURE & SMEAR MYCOBACTERIA
PNAK5	87070.24	\$34.75	CULTURE BACTERIAL DEFINITIVE
PNGMA	87072.24	\$22.00	CULTURE BACTERIAL IDENTIFICATION
PNHH4	87060.24	\$28.25	CULTURE BORDETELLA PERTUSSIS
PNAV1	87045.24	\$39.00	CULTURE ENTERIC BAC
PNEH5	87106.24	\$33.00	CULTURE FUNGUS ID
PNBA4	87102.24	\$31.25	CULTURE FUNGUS OTHER
PNBS3	87101.24	\$25.75	CULTURE FUNGUS SKIN
PNAH9	87081.24	\$22.50	CULTURE GONORRHEA
PNBV7	87116.24	\$48.75	CULTURE MYCOBACT
PNBV7-D	87116.24	\$26.00	CULTURE MYCOBACT DOMINICAN
PNHA3	87205.24	\$16.75	CULTURE SPUTUM BACTERIAL
RPCW5	86063.24	\$22.50	CULTURE THROAT STREP SCREEN
PNBVO	87086.24	\$30.50	CULTURE URINE COLONY COUNT
PNHS2	87081.24	\$22.50	CULTURE VAGINAL STREP SCREEN
PNFC8	87206.24	\$0.00	CYCLOSPORA
PNCLA	87166.24	\$35.75	DARKFIELD
RPNF9	87880.24	\$23.75	DIRECT STREP
PNGH8	87999.24	\$0.00	EPIDEMIOLOGICAL WORKUP
PNFV7	87490.24	\$47.50	GEN-PROBE FOR GC & CHLAMYDIA
CNVI4	82947.24	\$15.25	GLUCOSE BLOOD
PNFE3	87590.24	\$47.50	GONORRHEA BY GEN-PROBE
PNFF3-A	87590.24	\$0.00	GONORRHEA BY GEN-PROBE ADDITIONAL TEST
PNDF8	87205.24	\$16.75	GRAM STAIN
MNAY5	85014.24	\$10.25	HEMATOCRIT
PNEL0	87207.24	\$21.50	MALARIA SMEAR
WNAK1	82044.24	\$22.00	MICROALBUMIN URINE
PNDU7-O	87190.9	\$33.38	MYCOBACTERIA DRUG SENS MDL NJ AC
PNBV8	87118.24	\$35.75	MYCOBACTERIA IDENTIFICATION
PNDZ9	87206.24	\$23.75	MYCOBACTERIA SMEAR
PNJF3			MYCOBACTERIA TB REPORTED
PNGV3			NO TEST ORDERED
QRBK7	82270.24	\$10.75	OCCULT BLOOD
PNET1	87172.24	\$19.75	PINWORM PADDLE
CNXZ0	81025.24	\$16.50	PREGNANCY TEST URINE
RNFG3	86593.24	\$15.75	QUANTITATIVE RPR
QPBNS	88346.24	\$104.25	RABIES TEST
YPBC7	87177.24	\$0.00	RACCOON STUDY
RPNC2	86592.24	\$14.50	RPR
MNKG3	85651.24	\$14.75	SEDIMENTATION RATE ESR
QRCV1	87210.24	\$15.25	SPERM CHECK
YPEA9	87205.24	\$16.75	STOOL FOR LEUKOCYTES
PNDW2	87177.24	\$33.75	STOOL FOR OVA & PARASITES
JNAB3	81015.24	\$9.75	UA MICRO ONLY
JNAL1	81005.24	\$9.25	URINALYSIS CHEM DIPSTICK

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COUNTY OF SANTA CRUZ

Personnel Department

Risk Management

701 OCEAN STREET, SUITE 310
SANTA CRUZ, CA 95060

TELEPHONE (408) 454-2600

FAX: (408) 454-2245

TDD (408) 454-2123

November 27, 2000

COUNTY OF MONTEREY
c/o Gerry Guibert
FAX: 755-4652

REGARDING:

This letter **will** certify that the County of Santa Cruz is self insured for all **risks** typically **associated** with Comprehensive General and **Auto** Liability coverage up to \$500,000. The County **purchases** an **excess** liability insurance policy through the CSAC-Excess Insurance Authority for an amount between \$ 500,000 and \$ 30 million.

The County is **self-insured** for workers' compensation insurance for it's employees with a self-insured retention of \$250,000.

The County **purchases** a professional liability/general liability policy for employees at the Health Services Agency with a shared **deductible** of \$1,000 and upper limits of \$20 million.

Section 990 of the Government **code** of the State of California authorizes local public entities to insure these risks and Section 990.4 provides that *self*insurance is one of the **acceptable** forms of such insurance.

Should you have any questions or concerns, please contact me directly at (408)454-2245.

Very truly yours,

Janet McKinley, ARM
Risk Manager
jm

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

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This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2001, in the State of California by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Santa Cruz County Health Department Laboratory (hereinafter "Contractor").

In consideration of the mutual covenants and conditions set forth in this Agreement the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages Contractor, and Contractor hereby agrees to perform the services described in Exhibit B in conformity with the terms of this Agreement. The services are generally described as follows: Necropsy and FRA testing and reporting for potentially rabid animals; disposal of carcasses; and perform other tests as required by Laboratory Director.
2. **PAYMENT BY COUNTY.** County shall pay the Contractor in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of \$24,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from June 30, 2001 to June 30, 2003 unless sooner terminated pursuant to the terms of this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A Additional Provisions
Exhibit B Scope of Services/Payment Provisions
Exhibit C Fee Schedule

IN WITNESS WHEREOF, County and Contractor have executed this Agreement as the day and year first written above.

COUNTY OF MONTEREY

Purchasing Manager

By _____

Date _____

Approved as to Form, County Counsel

By Wesley W. Blankenship

Date 3/5/02

Approved as to Risk, Director of Health

By [Signature]

Date 2/5/02

Approved as to Content, Division Chief

By L. Velazquez

Date 2-28-02

CONTRACTOR

Chair, President, or Vice President*

By _____

Date _____

Secretary, Asst. Secretary, CFO, or Asst. Treasurer*

By _____

Date _____

Contractor's Business Name:

County of Santa Cruz

APPROVED AS TO FORM:

By: [Signature]

Approved as to Form, County Counsel

By [Signature]

Risk Manager

Date 2-28-2002

INSTRUCTIONS. If Contractor is a corporation, including a limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Contractor is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Contractor is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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