



AGENDA ITEM NO.

C-9

COUNTY OF HUMBOLDT

For the meeting of: February 9, 2016

Date: January 7, 2016

To: Board of Supervisors

From: Connie Beck, Interim Director *S. Buckley*
Department of Health and Human Services

Subject: AIDS Drug Assistance Program Funding Increase for Fiscal Years 2016-17

RECOMMENDATION(S):

1. Authorize the Chair to sign four (4) original signature pages of Amendment 01 to the State Standard Agreement 15-10478 with the California Department of Public Health (CDPH) – Office of AIDS in the amount of \$20,504 in Fund 1175, Budget Unit 437–CARE North Coast AIDS Project (NorCAP) for the period of July 1, 2015 through June 30, 2017.
2. Direct the Clerk of the Board to return four (4) signed originals to Department of Health and Human Services (DHHS) Contract Unit.
3. Authorize the Director of Public Health Director or designee to sign any subsequent amendments and documents directly related to agreement number 15-10478.

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

The AIDS Drug Assistance Program (ADAP) helps ensure that people living with HIV and AIDS who are uninsured or under-insured have access to medication. People applying for ADAP must do so at a certified enrollment site with a certified enrollment worker. DHHS Public Health is the only certified enrollment

Prepared by Karen Baker, Administrative Analyst CAO Approval *Cashia Hayes*

REVIEW: Auditor _____ County Counsel *an* Human Resources *HW* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-10

Meeting of: 9/1/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*
Ayes *Sundberg, Fennell, Lovelace, Behr, Bass*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *February 9, 2016*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

site in Humboldt and Del Norte Counties. The amendment before your Board today increases support of the salary of the Office Assistant, a certified ADAP enrollment worker, for DHHS Public Health for Fiscal Years (FY) 2016 through 2017.

FINANCIAL IMPACT:

The agreement before your Board today will allow DHHS Public Health to be reimbursed up to \$10,252 per year for FY 2015-16 and FY 2016-17 in Fund 1175, Budget Unit 437 – CARE NorCAP for a maximum total of \$20,504. The amendment is increasing the total funding from \$5,126 per year to \$10,252 per year. The increase in funding was anticipated and included in the midyear adjustments for FY 2015-16. The increase will be incorporated into the budget for FY 2016-17.

This agreement supports the Board’s Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

CDPH – Office of AIDS

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to accept the ADAP funding from CDPH – Office of AIDS. However, this is not recommended as the loss of funding would reduce services to a vulnerable population.

ATTACHMENTS:

Attachment A: Four (4) original signature pages of A01 of State Standard Agreement 15-10478

ATTACHMENT A



State of California—Health and Human Services Agency
California Department of Public Health



KAREN L. SMITH, MD, MPH
Director & State Health Officer

EDMUND G. BROWN JR.
Governor

RECEIVED
BOARD OF SUPERVISORS

3/4/2016

MAR 11 2016
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County of Humboldt
Attention: Mark Lovelace
825 5th Street, Room 11
Eureka, CA 95501

Subject: Contract# 15-10478

Enclosed for your records is a copy of the fully executed Contract between the California Department of Public Health and County of Humboldt with a term of 7/1/2015 through 6/30/2017.

Approval was obtained on 3/3/2016 which represents the commencement date of this agreement.

Public Contract Code 10116 requires state agencies to capture information on race, ethnicity, gender and sexual orientation of business owners on all awarded contracts and procurements.

- This information shall not be collected until after the contract has been awarded.
- The completion of the attached form is **strictly voluntary** and **shall be anonymous**.
The information on the completed data sheet shall remain **CONFIDENTIAL**

When applicable, Per Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs of this agreement award of \$5,000 or more.

When applicable, Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841 and California Code of Regulations (CCR) 1896.78 require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information, therefore, if DVBE subcontractors are utilized in performance of this contract/procurement, you must complete the attached CDPH 9095 form and return within 60 days from receipt of final payment.

You may fax either of these forms to (916) 319-8583 or mail to SB/DVBE Advocate at address below.

Please contact Program Support Branch, Contracts Management Unit, if you have any questions.

cc: CDPH Contract File

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is strictly voluntary.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
 - For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.
- For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

Ethnicity/Minority Classification As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedref/1997standards.html>

- American Indian or Alaska Native
- Black or African American
- Other
- Asian
- Native Hawaiian or Other Pacific Islander
- White

Gender Classification

- Female
- Male

Sexual Orientation Classification

As defined by Public Contract Code 10111(f)

- Lesbian
- Gay
- Bisexual
- Transgender

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY DEPARTMENT ONLY

- Goods
- Services
- Construction

Total Contract Purchase: 20,504

Contract Award Date 3/3/16

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

 Check here if additional pages are added: 1 Page(s)

Agreement Number 15-10478	Amendment Number A01
Registration Number: <u>2014149010</u>	

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

State Agency's Name

California Department of Public Health

Also known as CDPH or the State

Contractor's Name

County of Humboldt

(Also referred to as Contractor)

2. The term of this Agreement is: July 1, 2015 through June 30, 2017

Agreement is:

3. The maximum amount of this Agreement is: \$ 20,504

Agreement after this amendment is: Twenty Thousand Five Hundred Four Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment increases the funding level to \$10,252 for years 1 and 2 due to an increase of Legislative appropriations to the ADAP program. Continuous efforts from advocates, and stakeholder organizations have aided in the increase of funding to the state, local health jurisdictions, community based organizations, and providers. There are no changes in services. Funds are solely for activities pertaining to the provision of ADAP client enrollment services.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

County of Humboldt

By (Authorized Signature)



Date Signed (Do not type)

2-9-16

Printed Name and Title of Person Signing

Mark Lovelace, Chairperson

Address

825 5th Street, Room 11
Eureka, CA 95501**STATE OF CALIFORNIA**

Agency Name

California Department of Public Health

By (Authorized Signature)



Date Signed (Do not type)

3/3/16

Printed Name and Title of Person Signing

Yolanda Murillo, Chief, Contracts Management Unit

Address

1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377,
Sacramento, CA 95899-7377CALIFORNIA
Department of General Services
Use Only Exempt per: OA Budget Act of 2015

III. Exhibit B – Budget Detail and Payment Provisions, is amended to read as follows:

F. Amounts Payable

The amounts payable under this agreement shall not exceed:

- 1) \$5,126 10,252 for the budget period of 07/01/15 through 06/30/16.
- 2) \$5,126 10,252 for the budget period of 07/01/16 through 06/30/17.

IV. Exhibit B – Attachment I-II (Year 1 and 2), is hereby replaced in its entirety with Exhibit B, A01 – Attachment I-II.

"All references to Exhibit B – Attachment I-II (Year 1 and 2), in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, A01 – Attachment I-II (Year 1 and 2)."

Exhibit B, A01 - Attachment I
Budget Detail
July 1, 2015 - June 30, 2016

A. PERSONNEL	Position Title	Annual Salary	Original Total FTE %	<u>Amended</u> <u>Total FTE%</u>	Original Annual Cost	<u>Amended</u> <u>Annual Cost</u>
	Medical Office Assistant	\$38,373	8.6180%		\$3,307	
	<u>Office Assistant</u>	<u>\$28,063</u>		<u>21.6160%</u>		<u>\$6,066</u>
				Total Personnel	\$3,307	<u>\$6,066</u>
B. FRINGE BENEFITS	55.00%	<u>69.00%</u> of salaries		Total Fringe	\$1,819	<u>\$4,186</u>
				Total Personnel & Fringe Benefits	\$5,126	<u>\$10,252</u>
C. OPERATING EXPENSES	Office Expenses (supplies, copying, telephone, occupancy, etc.)					
				Total Operating Expenses	\$0	
D. OTHER COSTS						
				Total Other Costs	\$0	
E. INDIRECT COSTS	0.00% of total personnel and fringe benefits					
				Total Indirect Costs	\$0	
				Total Budget	\$5,126	<u>\$10,252</u>


Exhibit B, A01 - Attachment II
Budget Detail
July 1, 2016 - June 30, 2017

A. PERSONNEL	Position Title	Annual Salary	Original Total FTE %	<u>Amended</u> <u>Total FTE%</u>	Original Annual Cost	<u>Amended</u> <u>Annual Cost</u>	
	Medical Office Assistant	\$38,373	8.6180%		\$3,307		
	<u>Office Assistant</u>	<u>\$28,063</u>		<u>21.6160%</u>		<u>\$6,066</u>	
				Total Personnel	\$3,307	<u>\$6,066</u>	
B. FRINGE BENEFITS	55.00%	<u>69.00%</u> of salaries		Total Fringe	\$1,819	<u>\$4,186</u>	
					\$5,126	<u>\$10,252</u>	
	Total Personnel & Fringe Benefits						
C. OPERATING EXPENSES	Office Expenses (supplies, copying, telephone, occupancy, etc.)						
					\$0		
				Total Operating Expenses			
D. OTHER COSTS					\$0		
				Total Other Costs			
E. INDIRECT COSTS	0.00% of total personnel and fringe benefits						
					\$0		
				Total Indirect Costs			
					\$5,126	<u>\$10,252</u>	
				Total Budget			

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> Humboldt County Public Health		<i>Federal ID Number</i> 94-6000513
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mark Lovelace, Chairperson		
<i>Date Executed</i> 2-9-16	<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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