

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Health Services Agency *nd*

BOARD AGENDA # *\*R-11*

Urgent  Routine

AGENDA DATE June 2, 2009

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of an Agreement between the Health Services Agency and the State of California Office of Statewide Health Planning and Development to receive Physician Training Funds under the Song-Brown Family Physician Training Act

STAFF RECOMMENDATIONS:

1. Approve the Agreement #09-9036 between the Health Services Agency and the State of California Office of Statewide Health Planning and Development to receive Physician Training Funds under the Song-Brown Family Physician Training Act.
2. Authorize the Health Services Agency Managing Director or her designee to sign the Agreement.

FISCAL IMPACT:

The term of this Agreement is from July 1, 2009 through June 30, 2012. Under the terms of this Agreement the Office of Statewide Health Planning and Development (OSHPD) will provide \$17,205 per contract year per family medicine resident for three residents each year. The amount of revenue anticipated in Fiscal Years 2009-2010, 2010-2011 and 2011-2012 will be \$51,615 each year and will be included in the Health Services Agency's budget for each respective fiscal year. These funds will be used to offset the cost for the residency program. There is no cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-362

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

The Health Services Agency maintains a family medicine residency program in conjunction with Doctor's Medical Center. Under the Song-Brown Family Physician Training Act, funding is provided by the State to family medicine residency programs to develop strategies to encourage graduating residents to establish clinical practices in medically underserved areas upon completion of training and to include family medicine resident training in multi-cultural and lower socioeconomic neighborhoods in California. Since the residency program incorporates this training in its program and encourages its graduating physicians to practice in underserved areas, the Health Services Agency is eligible to receive such funding. The Health Services Agency has qualified for, sought and received this supplemental funding for many years.

Historically, the Health Services Agency at any given time has three contracts in place with the State of California for this funding because the residency is a three year program. For instance, this request is for the agreement that would begin July 1, 2009, while existing three year contracts are currently in place for the periods that began July 1, 2008 and July 1, 2007 and July 1, 2006.

The maximum aggregate amount payable under this Agreement is \$103,230, which equates to funding for two residents per year at \$17,205 per resident per year for three successive fiscal years. The Agreement does not require the Health Services Agency to ensure that a certain number of graduating residents practice in an underserved area, and the Agency is under no repayment obligation for failure of any graduating resident to practice in an underserved area. Additionally, funding is provided based on reporting submitted by the Residency program verifying contract scope was fulfilled.

The State of California requires Board of Supervisor approval of this contract.

**POLICY ISSUES:**

Execution of this Agreement continues to support the Board's priority of a healthy community by seeking revenue to support the training costs of resident physicians who learn and provide care to patients in the Health Services Agency clinics and at Doctors Medical Center.

**STAFFING IMPACT:**

There is no staffing impact associated with this request.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**09-9036**

REGISTRATION NUMBER

**1020690**

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

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development (OSHPD)

CONTRACTOR'S NAME

Stanislaus County Health Services Agency

2. The term of this Agreement is: 07/01/2009 through 06/30/2012

3. The maximum amount of this Agreement is: \$ 103,230.00  
 One hundred three thousand, two hundred thirty dollars and zero cents

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

Exhibit A – Scope of Work 01 page(s)

Exhibit B – Budget Detail and Payment Provisions 01 page(s)

Exhibit C\* – General Terms and Conditions GTC307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 02 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 05 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

**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.)

Stanislaus County Health Services Agency

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

3/17/09

PRINTED NAME AND TITLE OF PERSON SIGNING

MANAGING DIRECTOR

ADDRESS

830 Scenic Drive  
 Modesto, Ca 95350

**STATE OF CALIFORNIA**

AGENCY NAME

OSHPD

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

4/20/09

PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, SSM I Procurement and Contract Services

ADDRESS

400 R Street, Suite 359, Sacramento, Ca 95811

California Department of General Services Use Only

*GLH*

APPROVED

JUL - 9 2009

DEPT OF GENERAL SERVICES

Exempt per:

*[Signature]*

APPROVED AS TO FORM:

BY: *[Signature]*  
 Dean Wright, Deputy County Counsel

DATE: 4/16/09

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor agrees to the following:
  - A. Stanislaus Family Medicine Residency Program shall meet the Family Practice Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
  - B. Under the direction of the Program Director of the Stanislaus Family Medicine Residency Program, in addition to the resident/s being trained under contract 09-9036 provide family medicine training for two (2) additional family practice resident/s in the 2009-10; 2010-11 and 2011-12 fiscal years.
  - C. The residency program shall provide family medicine training for two (2) family practice resident/s for a three year cycle beginning July 1, 2009 and ending June 30, 2012.**
2. OSHPD agrees to provide:
  - A. The Program Director of the Residency Program, the current fiscal year's (07-01-2009 to 06-30-2010) master certification form and instructions by September 30<sup>th</sup> of the fiscal year.
  - B. Direct all contract inquiries to:

Requesting Agency: OSHPD	Contracting Agency: Stanislaus County Health Services Agency
Name: Manuela Lachica, Program Director	Name: Mary Ann Lee, Managing Director
Phone: (916) 326-3752	Phone: (209) 558-7249
Fax: (916) 322-2588	Fax: N/A
E-mail: mlachica@oshpd.ca.gov	E-mail: mlee@schsa.org

The project representatives during the term of this Agreement will be:

Requesting Agency: OSHPD	Training Program: Stanislaus
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Family Medicine Residency Program
Attention: Melissa Omand, Program Analyst	Attention: Peter Broderick, M.D.
Address: 400 R Street, Room 330 Sacramento, CA 95811	Address: 830 Scenic Drive Modesto, Ca 95350
Phone: (916) 326-3753	Phone: (209) 576-3528
Fax: (916) 322-2588	Fax: (209) 576-3597
E-mail: momand@oshpd.ca.gov	E-mail: peter.broderick@tenethealth.com

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., the OSHPD agrees to compensate Stanislaus County Health Services Agency in accordance with the rates specified herein.
- **\$1,433.75 (One Thousand, Four Hundred Thirty Three Dollars and Seventy-Five Cents)**, per resident per month for each resident up to a total of \$34,410.00 for two (2) resident/s in the 2009-10 fiscal year. Fiscal year begins July 1, 2009 to June 30, 2010.
  - **\$1,433.75 (One Thousand, Four Hundred Thirty Three Dollars and Seventy-Five Cents)**, per resident per month for each resident up to a total of \$34,410.00 for two (2) resident/s in the 2010-11 fiscal year. Fiscal year begins July 1, 2010 to June 30, 2011.
  - **\$1,433.75 (One Thousand, Four Hundred Thirty Three Dollars and Seventy-Five Cents)**, per resident per month for each resident up to a total of \$34,410.00 for two (2) resident/s in the 2011-12 fiscal year. Fiscal year begins July 1, 2011 to June 30, 2012.
- B. The total amount payable to the Contractor under this Agreement shall not exceed \$103,230.00 **(One hundred three thousand, two hundred thirty dollars and zero cents)**.
- C. Quarterly certifications shall include the Agreement Number, the names of the resident/s employed under this contract, a certification by the Director of the Family Practice Residency Training Program (original signature) that each resident was engaged in activities authorized by this Agreement, and shall be submitted on a quarterly basis in arrears to:
- Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. Contractor shall submit a final certification within 120 days after the Agreement has ended (i.e., Agreement ends June 30<sup>th</sup>; final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**2. Budget Contingency Clause**

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

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS****1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract shall be submitted to non-binding arbitration after the following process, has been completed:

(A) The Contractor first discusses a problem informally with the Family Physician Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.

(B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.

(C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.

(D) Binding Arbitration

(1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written agreement to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.

(2) The panel shall set a hearing day, time and place convenient to both within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding on the parties.

**EXHIBIT D**

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilizing contract funds to reimburse the arbitration.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**1. Family Practice Standards Adopted by the California Healthcare Workforce Policy Commission June 11, 1999.**

- I. Each Family Practice Residency Training Program approved for funding and contracted with under the Health Care Workforce Training Act (hereinafter "the Act") shall, prior to the initiation of training and the transfer of State funds:
  - A. Meet the American Medical Association's "Essentials for Residency Training in Family Practice", and
  - B. Be approved by the Residency Review Committee on Family Practice of the American Medical Association, as documented in a formal letter of approval from the Residency Review Committee, or the Liaison Committee on Graduate Medical Education, and
  - C. Be provided by an accredited medical school or a teaching hospital, which has programs, or departments that recognize family practice as a major independent specialty,

or

For postgraduate osteopathic medical programs in family practice:

- A. Be approved by the American Osteopathic Association (AOA) Council on Postdoctoral Training and meet requirements to ensure that Osteopathic Programs are comparable to programs specified above and
  - B. Be accredited as an "Osteopathic Postdoctoral Training Institution" (OPTI) by the Bureau of Professional Education through the Council on Postdoctoral Training (COPT) and
  - C. Meet C requirement above.
- II. Each Family Practice Residency Training Program, or Post Graduate Osteopathic Medical Program in Family Practice approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare family physicians for service in such neighborhoods and communities.
- III. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Family Physicians who are trained in the training program funded by the Act, to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the California Healthcare Workforce Policy Commission (hereinafter referred to as "areas of need"). Such strategies shall incorporate the following elements:



**EXHIBIT E**

- A. An established procedure to identify, recruit and match family practice residents who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
- B. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
- C. A program component such as a preceptorship experience in an area of need, which will enhance the potential.

**2. Family Practice Contract Criteria Adopted by the California Healthcare Workforce Policy Commission February 16, 2000.****I. Contract Awards**

- A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, etc seq., (hereinafter "the Act"), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the California Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Family Practice Residency Training Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Family Practice Residency Training Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the training of family practice residents, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.
  - 2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, family practice resident's stipends, alterations and renovations necessary to the provision of the residency training programs, and supplies and travel directly related to the training program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

**EXHIBIT E**

**E. Maintenance of Effort**

Training institutions approved for funding under the Act shall, as a minimum, maintain a level of expenditures equivalent to that expended on the family practice residency training programs during the 1973-74 fiscal year. Capitation contracts that begin July 1, 2003 or thereafter will have no resident maintenance of effort requirement beyond the number of Song-Brown cycles awarded.

**II. Contract Terms**

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the Contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final certification submitted within 120 days of contract's end to the Healthcare Workforce Development Division. The certification shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required quarterly certification format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.
- D. Method of Payment

Payment under the Act shall be at a capitation rate of \$17,205 per year for each full-time family practice resident enrolled in the training program as a result of a training contract funded under this Act.

**EXHIBIT E****III. Accounting Records and Audits****A. Accounting**

Accounting for contract funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the family practice residency training program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. the accurate and timely separate identification of funds received under the Act.
2. the separate identification of expenditures prohibited by the contract criteria.
3. an adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

**B. Expenditure Reporting**

Reports of training program expenditures and enrollment of family practice residents under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

**C. Record Retention and Audit**

1. The training institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its family practice residency training program for the purpose of audit and examination.
2. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

**EXHIBIT E**

3. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract 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.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the training institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the training institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
 STD. 204 (Rev.6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.											
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) <b>Stanislaus County Health Services Agency</b> <span style="float:right;"><b>09-9036</b></span>											
	<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)		<b>E-MAIL ADDRESS</b>									
	<b>MAILING ADDRESS</b> 830 Scenic Drive		<b>BUSINESS ADDRESS</b>									
	<b>CITY, STATE, ZIP CODE</b> Modesto Ca 95350		<b>CITY, STATE, ZIP CODE</b>									
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr> <td style="width:20px;">9</td> <td style="width:20px;">4</td> <td style="width:20px;">6</td> <td style="width:20px;">0</td> <td style="width:20px;">0</td> <td style="width:20px;">0</td> <td style="width:20px;">5</td> <td style="width:20px;">4</td> <td style="width:20px;">0</td> </tr> </table>		9	4	6	0	0	0	5	4	0	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
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<b>PAYEE ENTITY TYPE</b>	<input type="checkbox"/> <b>PARTNERSHIP</b>											
	<input type="checkbox"/> <b>ESTATE OR TRUST</b>											
	<b>CORPORATION:</b> <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services) <input type="checkbox"/> <b>EXEMPT</b> (nonprofit) <input checked="" type="checkbox"/> <b>ALL OTHERS</b> County Government											
<b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;">-</td> <td style="width:20px;"> </td> <td style="width:20px;">-</td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> </tr> </table>					-		-				
			-		-							
(SSN required by authority of California Revenue and Tax Code Section 18646)												
<b>4</b>	<input checked="" type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.											
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.											
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) MARY ANN LEE		<b>TITLE</b> MANAGING DIRECTOR									
	<b>SIGNATURE</b> 	<b>DATE</b> 3/17/09	<b>TELEPHONE</b> (209) 558-7163									
<b>6</b>	<b>Please return completed form to:</b>											
	<b>Department/Office:</b> <u>Office of Statewide Health Planning &amp; Development</u>											
	<b>Unit/Section:</b> <u>Business &amp; Contracts Services Unit</u>											
	<b>Mailing Address:</b> <u>400 R Street, Room 359</u>											
	<b>City/State/Zip</b> <u>Sacramento California 95811</u>											
	<b>Telephone:</b> <u>(916) 326-3216</u> <b>Fax:</b> <u>(916) 322-2530</u>											
	<b>E-mail Address:</b> <u>PNelson@oshpd.state.ca.us</u>											

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> Stanislaus County Health Services Agency		<i>Federal ID Number</i> 09-9036 94-6000540
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> MANAGING DIRECTOR		
<i>Date Executed</i> 3/17/09	<i>Executed in the County of</i> Stanislaus	

**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

APPROVED AS TO FORM:

BY: Dean Wright DATE: 3/17/09  
Dean Wright, Deputy County Counsel

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))