

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

DEPT: Health Services Agency *NOA*

BOARD AGENDA # *B-3

Urgent Routine *pkc*

AGENDA DATE August 20, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Contract Amendment with the California Department of Public Health for the Sexually Transmitted Diseases Community Intervention Program

STAFF RECOMMENDATIONS:

1. Approve the Master Agreement Amendment 11-10067 A01 with the State Department of Health for the Sexually Transmitted Diseases Community Intervention Program (SCIP).
2. Authorize the Health Services Agency Managing Director or her designee to sign and execute the Amendment and any subsequent amendments.

FISCAL IMPACT:

The term of this Master Agreement Amendment is from July 1, 2011 through June 30, 2015, and will provide the Stanislaus County Health Services Agency (HSA) with \$57,624. The original agreement was approved on October 11, 2011 for the period of July 1, 2011 through June 30, 2013 for a total of \$28,812 or \$14,406 per year.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-419

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

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:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

The amendment extends the contract term for two additional years; continues the Scope of Work activities into Year 3 and Year 4; and increases the total budget to compensate for continuing to perform the services for the additional years from \$28,812 to \$57,624. This annual funding amount was included in the approved Proposed Fiscal Year 2013/2014 HSA Public Health division budget of \$26.1 million. There is no impact to the County General Fund.

DISCUSSION:

The Stanislaus County Health Services Agency (HSA) has been operating the Sexually Transmitted Disease (STD) Community Intervention Program (SCIP) with community collaboration and partnership for approximately 9 years. Program resources for the next two additional funding years will enable the Agency to continue to focus on sustainable sexually transmitted disease prevention of Chlamydia and other sexually transmitted diseases among youth and young adults between the ages of 12-24. The purpose of SCIP is to develop and enhance the capacity of local agencies and health jurisdictions to plan and conduct primary prevention of STDs and unplanned pregnancy. The program maximizes educational opportunities for at risk populations by working collaboratively with other organizations. Youth knowledgeable about sexual health contribute to a healthier Stanislaus County by decreasing sexually transmitted infections and teen pregnancies. Chlamydia continues to have the highest incidence of any reportable disease in Stanislaus County. Chlamydia has adversely impacted young women between the ages of 15-24. Untreated, for females Chlamydia can cause Pelvic Inflammatory Disease (PID), infertility, tubal pregnancies and premature birth. Untreated in males it can cause infertility and urethritis. The low number of males reported with the disease indicates males rarely get screened and treated, thus continue to spread the infection.

The goals of the SCIP continue to be:

- (1) Assess local availability of and capacity to provide STD education, counseling, outreach, and clinical services to populations at risk of Chlamydia infection.
- (2) Strengthen existing partnerships and/or build new partnerships and collaborations in order to expand and enhance local capacity to provide Chlamydia awareness in the STD/HIV, Family Planning provider community and in schools and other health and non-health agencies/organizations, which serve populations at high risk for Chlamydia infection.
- (3) Develop a comprehensive resource list of available local service providers where persons at risk can obtain testing, treatment, and/or risk reduction counseling and resources.

- (4) Develop, implement and evaluate ongoing local Chlamydia awareness and prevention activities which involve Chlamydia service providers, the local STD Control Program or health department, local HIV Community Planning Group, other HIV/AIDS prevention providers, public schools, teachers, and other governmental and non-governmental agencies and organizations.

A designated Health Services Agency staff member serves as a liaison with the regional health educators in planning, implementing and evaluating Chlamydia awareness and prevention activities.

The State of California Department of Public Health requires a County Board of Supervisors resolution in order to execute this Amendment.

POLICY ISSUES:

Board approval of this contract promotes the Board's priorities of A Healthy Community and Effective Partnerships and builds on existing community organizations through Collaborations.

STAFFING IMPACT:

There is no staffing impact associated with this request.

DEPARTMENT CONTACT:

Mary Ann Lee, Managing Director (209) 558-7163

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 8/03)

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

Agreement Number 11-10067	Amendment Number A01
Registration Number: <u>SP1197490</u>	

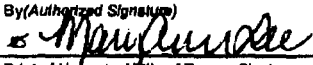

1. This Agreement is entered into between the State Agency and Contractor named below:

<small>State Agency's Name</small> California Department of Public Health	<small>Also known as CDPH or the State</small>
<small>Contractor's Name</small> Stanislaus County Health Services Agency	<small>(Also referred to as Contractor)</small>
2. The term of this Agreement is: July 1, 2011 through June 30, 2015
3. The maximum amount of this Agreement after this amendment is: \$ 57,624
Fifty-Seven Thousand, Six Hundred Twenty-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: The amendment extends the contract term for two additional years; continues the Scope of Work activities into Year 3 and Year 4; and increases the total budget to compensate the Contractor for continuing to perform the services for the additional years.
 - II. Certain changes made in this amendment are shows 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		CALIFORNIA Department of General Services Use Only
<small>Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)</small> Stanislaus County Health Services Agency		
<small>By (Authorized Signature)</small> 	<small>Date Signed (Do not type)</small> 8/21/13	
<small>Printed Name and Title of Person Signing</small> Mary Ann Lee, Managing Director		
<small>Address</small> Health Services Agency (Stanislaus Co.) P.O. Box 3271 Modesto, CA 95353		<input checked="" type="checkbox"/> Exempt per: DGS Exemption Notice #CDPH 2
STATE OF CALIFORNIA		
<small>Agency Name</small> California Department of Public Health		
<small>By (Authorized Signature)</small> 	<small>Date Signed (Do not type)</small> 9/5/13	
<small>Printed Name and Title of Person Signing</small> Yolanda Murillo, Chief, Contracts Management Unit		
<small>Address</small> 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

APPROVED AS TO FORM:

BY: D. Wright DATE: 8-13-2013
 Dean Wright, Deputy County Counsel

- III. STD. 213, on the original face sheet, paragraph 2, is amended to read: July 1, 2011 through ~~June 30, 2013~~ **June 30, 2015**.
- IV. STD. 213, on the original face sheet, paragraph 3, is increased by **\$28,812** and is amended to read as follows: ~~\$28,812 (Twenty-Eight Thousand, Eight Hundred Twelve Dollars)~~ **\$57,624 (Fifty-Seven Thousand, Six Hundred Twenty-Four Dollars)**.
- V. Exhibit A, original Scope of Work, pages 4 – 5 are hereby amended as follows:

"Replace Exhibit A, Scope of Work, pages 4 – 5 with the attached Exhibit A, A01 Scope of Work, pages 4 – 5 dated 06/03/13."
- VI. Exhibit B, original Budget Detail and Payment Provisions, page 2, is hereby amended as follows:

"Replace Exhibit B, Budget Detail and Payment Provisions, page 2, with the attached Exhibit B, A01 Budget Detail and Payment Provisions, page 2, dated 06/03/13."
- VII. Exhibit B, A01, Attachment III Year 3 and Attachment IV Year 4 are hereby augmented to this agreement.
- VIII. Exhibit G, Travel Reimbursement Information (Rev. 01/13), is hereby replaced in its entirety.

Exhibit A
Scope of Work

6. Required Reports and Data

A. Quarterly Reporting

Part 2: Chlamydia Screening Project

Submit electronic communication reports and line listed data quarterly using the template and data dictionary provided by the State ClaSP Project Manager. Line listed data (calendar year cumulative beginning with 1-1-XX) should be sent to Clasp@cdph.ca.gov and the Quarterly Communication Reports (QCR) and Annual Communication Report (ACR) should be sent to the State ClaSP Project Manager.

Period: July 1, 2011 – September 30, 2011	Due: October 31, 2011
Period: October 1, 2011 – December 31, 2011	Due: January 31, 2012
Period: January 1, 2012 – March 31, 2012	Due: April 30, 2012
Period: April 1, 2012 – June 30, 2012	Due: July 31, 2012
Period: July 1, 2012 – September 30, 2012	Due: October 31, 2012
Period: October 1, 2012 – December 31, 2012	Due: January 31, 2013
Period: January 1, 2013 – March 31, 2013	Due: April 30, 2013
Period: April 1, 2013 – June 30, 2013	Due: July 31, 2013
<u>Period: July 1, 2013 – September 30, 2013</u>	<u>Due: October 31, 2013</u>
<u>Period: October 1, 2013 – December 31, 2013</u>	<u>Due: January 31, 2014</u>
<u>Period: January 1, 2014 – March 31, 2014</u>	<u>Due: April 30, 2014</u>
<u>Period: April 1, 2014 – June 30, 2014</u>	<u>Due: July 31, 2014</u>
<u>Period: July 1, 2014 – September 30, 2014</u>	<u>Due: October 31, 2014</u>
<u>Period: October 1, 2014 – December 31, 2014</u>	<u>Due: January 31, 2015</u>
<u>Period: January 1, 2015 – March 31, 2015</u>	<u>Due: April 30, 2015</u>
<u>Period: April 1, 2015 – June 30, 2015</u>	<u>Due: June 30, 2015</u>

B. End-of-Year Report

Part 1: STD Control Program Support

Provide a brief, electronic End-of-Year Report describing how the Contractor met the goal of increasing STD Control Program infrastructure at the local level to reduce the transmission of STDs in California. The Contractor will need to provide specific information as to how the key activities selected in Objective 1, Part 1 were accomplished, barriers encountered, rationale for any changes or adjustments, and any evaluation results.

Period: July 1, 2011 – June 30, 2012	Due: July 31, 2012
Period: July 1, 2012 – June 30, 2013	Due: July 31, 2013
<u>Period: July 1, 2013 – June 30, 2014</u>	<u>Due: July 31, 2014</u>
<u>Period: July 1, 2014 – June 30, 2015</u>	<u>Due: June 30, 2015</u>

Part 2: Chlamydia Screening Project, if applicable

Provide an End-of-Year Report addressing objectives and activities in the ClaSP Scope of Work using the template provided by the State ClaSP Project Manager. Reports should include specific information as to how the objectives and activities were accomplished, barriers encountered, and rationale for any changes or adjustments made.

Period: July 1, 2011 – June 30, 2012

Due: July 31, 2012

Period: July 1, 2012 – June 30, 2013

Due: July 31, 2013

Period: July 1, 2013 – June 30, 2014

Due: July 31, 2014

Period: July 1, 2014 – June 30, 2015

Due: June 30, 2015

C. Program Meetings and Training

Part 1: STD Control Program Support

Program Coordinators or their representatives are invited, but not required, to attend trainings and statewide meetings, as scheduled. Budgets may include a line item to support travel costs for these meetings, as needed.

Part 2: Chlamydia Screening Project, if applicable

Program Coordinators or their representatives should attend statewide meetings, as scheduled and required in the Scope of Work. Budgets should include a line item to support travel costs for these meetings.

7. Scope of Work Changes

- A. Pursuant to Health and Safety code Section 38077(b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "allowable cost payment system", may be proposed by the Contractor in writing. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is first received in the Department. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this paragraph shall take effect until the cooperative agreement is amended and the amendment is approved as required by law and this agreement.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$14,406 for the budget period of 07/01/11 through 06/30/12.
- 2) \$14,406 for the budget period of 07/01/12 through 06/30/13.
- 3) **\$14,406 for the budget period of 07/01/13 through 06/30/14.**
- 4) **\$14,406 for the budget period of 07/01/14 through 06/30/15.**

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.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall 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. Said invoice should be clearly marked "Final Invoice", thus 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 shall be sought from the program contract manager prior to the expiration or termination date of this agreement.

C. The Contractor is hereby advised of its obligation to 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. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually, whichever is less, are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting these criteria shall not require a formal agreement amendment.

C. The Contractor shall 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.

Exhibit B, Attachment IV
Budget
Year 4
July 1, 2014 – June 30, 2015

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Health Educator	\$3,943	12.5	12	\$5,915
Manager II	\$5,899	3.751	12	\$2,655
Total Personnel				\$8,570
Fringe Benefits (56.441% of Personnel)				\$4,837
Total Personnel & Fringe				\$13,407
OPERATING EXPENSES				
CT/GS Screening (approximately 120 specimens)				\$600
Total Operating Expenses				\$600
TRAVEL				\$399
SUBCONTRACTORS				\$0
BUDGET GRAND TOTAL				\$14,406

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 1/1/13)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - 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 or subcontract 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 assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - 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 reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

(2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

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

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work 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/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- 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 is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

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/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare 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 expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		