

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

DEPT: Health Services Agency

BOARD AGENDA #: *B-4

AGENDA DATE: March 15, 2016

SUBJECT:

Approval of the Agreement Amendment with the California Department of Public Health for the Acquired Immune Deficiency Syndrome Drug Assistance Program for the period of July 1, 2015 through June 30, 2017

BOARD ACTION AS FOLLOWS:

No. 2016-132

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Health Services Agency
Urgent Routine

BOARD AGENDA #: *B-4

inv

AGENDA DATE: March 15, 2016

CEO CONCURRENCE: *phk*

4/5 Vote Required: Yes No

SUBJECT:

Approval of the Agreement Amendment with the California Department of Public Health for the Acquired Immune Deficiency Syndrome Drug Assistance Program for the period of July 1, 2015 through June 30, 2017

STAFF RECOMMENDATIONS:

1. Approve the Agreement Amendment #15-10505 A01 with the California Department of Public Health for the Acquired Immune Deficiency Syndrome (AIDS) Drug Assistance Program (ADAP) for the period of July 1, 2015 through June 30, 2017.
2. Authorize the Health Services Agency Managing Director or her designee to sign and execute the Agreement Amendment and any subsequent amendments.

DISCUSSION:

The Stanislaus County Health Services Agency (HSA) Public Health division has been providing enrollment services for California's Acquired Immune Deficiency Syndrome (AIDS) Drug Assistance program (ADAP) for approximately 16 years, with a current case load of over 200 individuals. ADAP was established in 1987 to assure that Human Immunodeficiency Virus (HIV) positive uninsured and under-insured individuals have access to medication.

The current existing agreement with the California Department of Public Health has been amended to increase the funding level to \$20,366 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.

The purpose of this agreement is to support an enrollment process for eligible clients who reside in Stanislaus County.

Currently, over 180 drugs are available through ADAP and more than 3,000 pharmacies statewide facilitate client access to medications at no or low cost to the client. Assuring treatment for those with HIV/AIDS improves quality of life and life expectancy. Access to medication also decreases the rate at which those with HIV progress to AIDS. Efficient

Approval of the Agreement Amendment with the California Department of Public Health for the Acquired Immune Deficiency Syndrome Drug Assistance Program for the period of July 1, 2015 through June 30, 2017

implementation of the ADAP program depends on referral and enrollment of those with HIV/AIDS, thereby ensuring they have timely and convenient access to medications.

POLICY ISSUE:

The Board of Supervisors' approval is required by the State in order for the Managing Director or her designee to sign and execute the agreement amendment and any subsequent amendments. In addition, the recommended actions will provide clients with enrollment assistance to maintaining coverage for medications that will improve the overall health of Stanislaus county residents living with HIV/AIDS because clients have comprehensive health insurance and ready access to the full continuum of care.

FISCAL IMPACT:

The final approved budget for Fiscal Year (FY) 2015-2016 for Health Services Agency/Public Health is \$26.3 million. The funding and appropriations of \$20,366 for FY 2015-2016 for the ADAP Amendment can easily be covered within the current Fiscal Year budget. Funding and appropriations of \$20,336 for FY 2016-2017 will be included in next year's proposed budget. Subsequent funding for the agreements which extends beyond the current fiscal year will be included in future fiscal year proposed budgets.

Cost of recommended action:		\$ 20,366
Source(s) of Funding:		
Public Health Fund Balance	\$ 20,366	
Funding Total:		<u>\$ 20,366</u>
Net Cost to County General Fund		<u><u>\$ -</u></u>

Fiscal Year:	2015/2016	\$ 20,366
Budget Adjustment/Appropriations needed:	No	

Fund Balance as of 2/23/16	
PH Fund Balance	\$ 11.9M

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board of Supervisors' priority of A Healthy Community as it promotes prevention and enables access to medically necessary services.

STAFFING IMPACT:

Existing staff will perform the duties in the scope of work.

Approval of the Agreement Amendment with the California Department of Public Health for the Acquired Immune Deficiency Syndrome Drug Assistance Program for the period of July 1, 2015 through June 30, 2017

CONTACT PERSON:

Rebecca Nanyonjo, Dr.PH, Associate Director, 209-558-7116

ATTACHMENT(S):

1. Contract amendment with the CA Department of Public Health

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

*B-4
 2016-132
 3/15/16

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

Agreement Number 15-10505	Amendment Number A01
Registration Number: <u>EP1454684</u>	

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

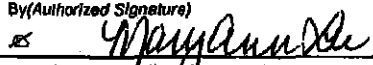

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name County of Stanislaus	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2015 through June 30, 2017
3. The maximum amount of this Agreement is: \$ 40,732
 Agreement after this amendment is: Forty Thousand Seven Hundred Thirty Two 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 \$20,366 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		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus		
By (Authorized Signature) 	Date Signed (Do not type) <u>3/17/16</u>	
Printed Name and Title of Person Signing Mary Ann Lee, Managing Director		
Address 820 Scenic Drive Modesto, CA 95350		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type) <u>3/25/16</u>	
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 95899-7377		
		<input checked="" type="checkbox"/> Exempt per: CA Budget Act of 2015

APPROVED AS TO FORM:

BY: Marc Hartley DATE: 1/19/2016
 Marc Hartley, Deputy County Counsel

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) ~~\$10,483~~ **20,366** for the budget period of 07/01/15 through 06/30/16.
- 2) ~~\$10,483~~ **20,366** 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).”

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> County of Stanislaus		<i>Federal ID Number</i> 94-6000540
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mary Ann Lee, Managing Director		
<i>Date Executed</i> 3/17/16	<i>Executed in the County of</i>	

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: Marc Hartley DATE: 1/14/2016
Marc Hartley, Deputy County Counsel

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.