

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

505



FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
March 25, 2010

SUBJECT: Approve the first amendment to Agreement Number 09-11289 A01 between Riverside County Community Health Agency, Department of Public Health, Disease Control Branch, Immunization Program and the California Department of Public Health (CDPH), Immunization Branch.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the first amendment to Agreement Number 09-11289 A01 between Riverside County Community Health Agency, Department of Public Health, Disease Control Branch, Immunization Program and the California Department of Public Health (CDPH), Immunization Branch to add and incorporate the new Supplemental Terms and Conditions for contracts using American Recovery and Reinvestment Act (ARRA) Funds; and
- 2) Authorize Chairman of the Board to sign (8) eight originals of the Agreement on behalf of the County.

BACKGROUND: (Continued)

Attachments

Sarah Mack

BC:br

Sarah Mack, Deputy Director for
Susan D. Harrington, Director of Public Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 636,297	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Grant funded from California Department of Public Health, Immunization Branch

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Dept' Recomm.: Consent Policy Policy
Per Exec. Ofc.: Consent Policy Policy

Prev. Agn. Ref.:

District:

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.22

Departmental Concurrence

FORM APPROVED BY COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: *3/25/10*

Form 11

SUBJECT: Approve the first amendment to Agreement Number 09-11289 A01 between Riverside County Community Health Agency, Department of Public Health, Disease Control Branch, Immunization Program and the California Department of Public Health (CDPH), Immunization Branch.

Background:

The Riverside County Department of Public Health, Immunization Program was awarded funding in the amount of \$636,297 for FY 09/10 by CDPH, Immunization Branch to continue Immunization Services in targeted communities throughout Riverside County.

The contract is being amended to incorporate a new Supplemental Terms and Conditions for contracts using ARRA funds. The Supplemental Terms and Conditions for contracts using ARRA funds are in Exhibit I. The CDPH Immunization Branch local assistance general funds have been suspended due to the Immunization Branch receiving ARRA funds. ARRA funds will replace the state local assistance general funds and will be used for continued activities. These Supplemental Terms and Conditions shall supplement not replace, standard state contract provisions already in the contract. The total contract amount remains unchanged.

No change is being made in the award amount of \$636,297 which is included in the FY 09/10 budget.

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (9/09)

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

Agreement Number 09-11289	Amendment Number A01
Registration Number:	



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 Riverside	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2009 through June 30, 2010**
3. The maximum amount of this Agreement is: **\$ 636,297**
 Agreement after this amendment is: **Six Hundred Thirty-Six Thousand, Two Hundred Ninety-Seven 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. **Amendment effective date:** July 1, 2009.
 - II. **Purpose of amendment:** This amendment adds and incorporates a new Supplemental Terms and Conditions for Contracts Using American Recovery and Reinvestment Act (ARRA) Funds. The California Department of General Services developed Supplemental Terms and Conditions for Contracts Using ARRA Funds. These Supplemental Terms and Conditions shall supplement, not replace, standard state contract provisions already in the contracts. We are amending this contract to incorporate this language. Total contract amount remains the same. For FY 2009-10, the Immunization Branch State local assistance general funds have been suspended due to the Immunization Branch receiving ARRA funding. The ARRA funds will replace the State local assistance general funds and will be used for continued activities.
 - III. 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 Riverside		
By (Authorized Signature) 	Date Signed (Do not type) 3/22/10	
Printed Name and Title of Person Signing NEAL R. KIPNIS		
Address 4065 County Circle Drive, Riverside, CA 92503		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input type="checkbox"/> Exempt per:
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Sandra Winters, Chief, Contracts and Purchasing Services Section		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

FORM APPROVED BY COUNTY COUNSEL
 DATE 3/22/10
 BY NEAL R. KIPNIS

- IV. Paragraph 1, A. (Additional Incorporated Exhibits) of Exhibit E, Additional Provisions is amended to add the following exhibit:

Exhibit I – Supplemental Terms and Conditions for Contracts Using ARRA Funds (2 pages)

**SUPPLEMENTAL TERMS AND CONDITIONS FOR
CONTRACTS USING ARRA FUNDS**

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
 - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
 - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
 - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

**SUPPLEMENTAL TERMS AND CONDITIONS FOR
CONTRACTS USING ARRA FUNDS**

- (i.) The name of the project or activity;
 - (ii.) A description of the project or activity;
 - (iii.) An evaluation of the completion status of the project or activity; and
 - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
- d. For any contracts equal to or greater than \$25,000:
- (i.) The name of the entity receiving the contract;
 - (ii.) The amount of the contract;
 - (iii.) The transaction type;
 - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (v.) The Program source;
 - (vi.) An award title descriptive of the purpose of each funding action;
 - (vii.) The location of the entity receiving the contract;
 - (viii.) The primary location of the contract, including the city, state, congressional district and country;
 - (ix.) The DUNS number, or name and zip code for the entity headquarters;
 - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
 - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;
- e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).