

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

620



**FROM:** Riverside University Health System - Public Health

**SUBMITTAL DATE:**  
April 27, 2016

**SUBJECT:** Ratify the Third Amendment to the Agreement #13-20066 with the California Department of Public Health and the Riverside County Department of Public Health for additional funds to provide HIV Medical, Support Care and Minority AIDS Services from April 1, 2014 – March 31, 2016; and Ratify the Third Amendment to the Agreement #14-027 with Desert AIDS Project for HIV Medical Support Services. All Districts. [\$308,751] 100% grant funded by the State of California.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Third Amendment to the Agreement #13-20066 with the California Department of Public Health (CDPH) for an additional revenue amount of \$308,751 for the performance period of April 1, 2014 through March 31, 2016; and
2. Ratify the Third Amendment to the Agreement #14-027 with Desert AIDS Project to provide HIV Medical, Support Care and Minority AIDS Services for an additional amount of \$63,925 for a total contract amount of \$183,925 for the period of performance of April 1, 2016 through June 30, 2016; and

**RECOMMENDED MOTION:**

(Continued on Page 2)

DH:rl

*Sarah S. Mack*  
Sarah S. Mack, Director  
RUHS - Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 308,751	\$ 0	\$ 308,751	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% funded by the State of California - Office of AIDS

Budget Adjustment: No  
For Fiscal Year: 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Steven C. Horn*  
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: May 17, 2016  
xc: RUHS-Public Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: 5/20/14 Item 3.30 | District: All | Agenda Number:

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
 FORM APPROVED COUNTY COUNSEL 5/3/16  
 DATE  
 BY: GREGORY P. PRIAMOS  
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

**FORM 11:** Ratify the Third Amendment to the Agreement #13-20066 with the California Department of Public Health and the Riverside County Department of Public Health for additional funds to provide HIV Medical, Support Care and Minority AIDS Services from April 1, 2014 – March 31, 2016; and Ratify the Third Amendment to the Agreement #14-027 with Desert AIDS Project for HIV Medical Support Services. All Districts. [\$308,751] 100% grant funded by the State of California.

**DATE:** April 27, 2016

**PAGE:** 2 of 2

**RECOMMENDED MOTION: (CONTINUED)**

3. Authorize the Chairperson of the Board to sign five (5) originals of the Third Amendment with CDPH; two (2) originals of the CCC Certification; and three (3) originals of the Third Amendment with Desert Aids Project on behalf of the County; and
4. Authorize Purchasing Agent, in accordance with Ordinance No. 459, to sign subsequent amendments with Desert AIDS Project that do not change the substantive terms of the agreement, performance period or compensation provision, as approved by County Counsel.

**BACKGROUND:**

**Summary (continued)**

Public Health HIV/AIDS Program has received Ryan White Part B funds for HIV Services from the California Department of Public Health since 1984 for HIV Medical, Support Care, and Minority AIDS services. Staff and supplies are funded to provide the following services: HIV Care Program and Minority AIDS Initiative services.

Also attached is the Sole Source procurement for Desert AIDS Project. Desert AIDS Project is the only agency that has the capacity to offer the scope of services necessary to meet the contract requirements of the State Office of AIDS. Desert AIDS Project has provided HIV services for Riverside County's desert region since 1985. The organization has the capacity, facilities and experience required to optimize the provision of Medical Support Services in accordance with the contractual requirements of the State Office of AIDS.

Public Health received this contract from the State of California, Department of Public Health on January 11, 2016.

**Impact on Citizens and Businesses**

Acceptance of this grant will allow Public Health to continue performing HIV/STD activities which will allow for HIV Medical, Support Care, and Minority AIDS services. The Grant is 100% funded by the Office of AIDS.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

FY	Previous	Additional	Total
13/14	\$833,210	\$ -	\$833,210
14/15	\$1,145,842	\$ -	\$1,145,842
15/16	\$1,145,842	\$308,751	\$1,454,593
Total Amount	\$3,124,894	\$308,751	\$3,433,645

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

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

Agreement Number 13-20066	Amendment Number A03
Registration Number: <u>EP1314155</u>	

- 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)
- The term of this Agreement is: July 1, 2013 through March 31, 2016
- The maximum amount of this Agreement after this amendment is: \$ 3,433,645  
Three Million, Four Hundred Thirty Three Thousand, Six Hundred Forty Five Dollars
- 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:

- Purpose of amendment:** This amendment increases the funding level in the amount of \$308,751 for year 3 of this agreement due to reallocation of returned HIV Care Program (HCP) funds. The additional funding will be used to increase Ryan White services. In addition, the Contractor will be utilizing the allowable line item shift provision of the agreement to adjust the Minority AIDS Initiative budget in Exhibit B, Attachment III, A03, HCP Budget Year 3.
- 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~~).

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By: [Signature]  
 DEPUTY

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Riverside</u>		
By (Authorized Signature) <u>[Signature]</u>	Date Signed (Do not type) <u>5/17/16</u>	
Printed Name and Title of Person Signing <b>JOHN J. BENOIT</b> CHAIRMAN, BOARD OF SUPERVISORS		
Address <u>P.O. Box 7600, Riverside, CA 92513-7600</u>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <u>California Department of Public Health</u>		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2015
By (Authorized Signature) <u>[Signature]</u>	Date Signed (Do not type) <u>5/24/16</u>	
Printed Name and Title of Person Signing <u>Yolanda Murillo, Chief, Contracts Management Unit</u>		
Address <u>1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</u>		

MAY 17 2016 3-23

III. Exhibit B - Budget Detail and Payment Provisions, Provision 4 (Amounts Payable) is amended to read as follows:

**4. Amounts Payable**

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

- 1) \$833,210 for the budget period of 07/01/13 through 03/31/14
- 2) \$1,145,842 for the budget period of 04/01/14 through 03/31/15
- 3) ~~\$1,145,842~~ **\$1,454,593** for the budget period of 04/01/15 through 03/31/16

IV. Exhibit B, Attachment III, A01, HIV Care Program, Budget Year 3 is hereby replaced in its entirety with Exhibit B, Attachment III, A03, HIV Care Program, Budget Year 3.

"All references to Exhibit B, Attachment III, A01, HIV Care Program, Budget Year 3, in the exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment III, A03, HIV Care Program, Budget Year 3."

**Exhibit B - Attachment III**  
**HIV Care Program**  
**AMENDED Budget (Year 3)**  
 April 1, 2015 through March 31, 2016

	Original Amendment A01 HCP Budget	Original Amendment A01 MAI Budget	Original Amendment A01 Total Budget	<u>A03</u> <u>HCP</u> <u>Amendment</u>	<u>A03</u> <u>MAI</u> <u>Amendment</u>	<u>A03</u> <u>Total</u> <u>Budget</u>
A. PERSONNEL	\$868,941	\$41,070	\$910,014	<u>\$248,944</u>	<u>\$4,563</u>	<u>\$1,163,518</u>
B. OPERATING EXPENSES	\$20,000	\$850	\$20,850	<u>(\$400)</u>	<u>(\$850)</u>	<u>\$19,600</u>
C. CAPITAL EXPENDITURE	\$0	\$0	\$0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
D. OTHER COSTS	\$152,500	\$0	\$152,500	<u>\$105,925</u>	<u>\$0</u>	<u>\$258,425</u>
E. INDIRECT COSTS (Up to 15% of Personnel)	\$58,768	\$3,713	\$62,481	<u>(\$45,718)</u>	<u>(\$3,713)</u>	<u>\$13,050</u>
TOTAL BUDGET	\$1,100,209	\$45,633	\$1,145,842	<u>\$308,751</u>	<u>\$0</u>	<u>\$1,454,593</u>

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/fedreg/1997standards.html>

- |   |  |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American        | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> White                                     |

**Gender Classification**

- Female  Male

**Sexual Orientation Classification** As defined by Public Contract Code 10111(f)

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual    |
| <input type="checkbox"/> Gay     | <input type="checkbox"/> Transgender |

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY OR ADMINISTRATION**

- Goods  Services  Construction

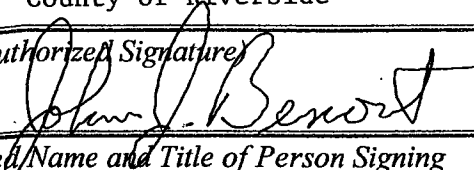

Total Contract Purchase: 3,433,645

Contract Award Date \_\_\_\_\_

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 Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		ATTEST KECIA HAPPER-JHEM, Clerk By  DEPUTY
<i>Printed Name and Title of Person Signing</i> <b>JOHN J. BENOIT CHAIRMAN, BOARD OF SUPERVISORS</b>		
<i>Date Executed</i> MAY 17 2016	<i>Executed in the County of</i> Riverside	

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPPIN

**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 lessor 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](http://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.

# RESOLUTION

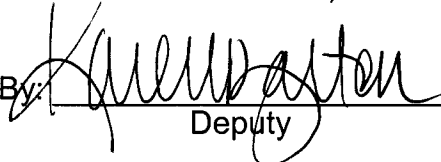
**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 17, 2016, that John J. Benoit, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 13-20066, Amendment No. 3 between Riverside County and California Department of Public Health providing: for HIV Medical, Support Care and Minority AIDS Services.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By:   
Deputy

COUNTY OF RIVERSIDE  
AMENDMENT #3 TO THE AGREEMENT  
WITH  
DESERT AIDS Project  
(HIV Care Program and Minority AIDS Initiative)

Original Contract Term: July 1, 2013 through March 31, 2014  
Contract Term Extended to: June 30, 2016  
Effective Date of Amendment: February 15, 2016  
Maximum Contract Amount for FY15/16: \$183,925

The Agreement between Riverside County through its Riverside University Health System - Public Health, herein referred to as "COUNTY" and Desert AIDS Project, herein referred to as "CONTRACTOR", is amended as follows:

1. To renew the PERIOD OF PERFORMANCE from April 1, 2014 through March 31, 2016 to April 1, 2016 through June 30, 2016, unless terminated as specified in Section XIV, TERMINATION. All references to the period of performance in the Agreement shall apply.
2. To increase the maximum amount of compensation by sixty-three thousand, nine hundred twenty-five (\$63,925) for a total amount of one hundred eighty-three thousand, nine hundred twenty-five dollars (\$183,925).
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY

CONTRACTOR

By: John J. Benoit By: David Brinkman

Name: JOHN J. BENOIT Name: DAVID BRINKMAN

Title: CHAIRMAN, BOARD OF SUPERVISORS Title: CEO

Date: MAY 17 2016 Date: 4-22-2016

ATTEST: Kecia Harper-Ihem, Clerk

By: Kecia Harper-Ihem, Deputy

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE: 6/3/16