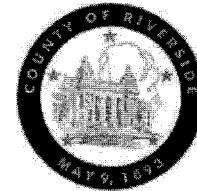


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.34
(ID # 10233)

MEETING DATE:

Tuesday, June 25, 2019

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approved the Grant Agreement #15-11069 Amendment A02 between the California Department of Public Health and the Riverside County Department of Public Health for Additional Funds to Provide HIV Medical Services, Support Care and Minority AIDS Services, All Districts. [\$137,110 - 100% State Funded] (4/5 votes required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approved the Grant Agreement #15-11069 Amendment A02 (Second Amendment) between the California Department of Public Health (CDPH) and the Riverside County Department of Public Health for additional funds of \$137,110 to provide HIV medical services, support care and minority AIDS services;
2. Authorize the Chairman of the Board to execute on behalf of the County five (5) originals of the Second Amendment, two (2) originals of the CCC Certification, two (2) originals of the Darfur Certification and two (2) originals of the California Civil Rights Laws Attachment; and
3. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

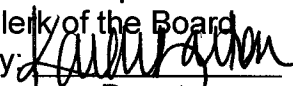
ACTION: Policy, 4/5 Vote Required


Kim Saruwatari, Director of Public Health 6/17/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
xc: Public Health, Auditor

Kecia Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 137,110	\$ 0	\$137,110	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funded			Budget Adjustment: Yes	
			For Fiscal Year: 2018/2019	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Public Health, HIV/STD Program has received Ryan White Part B Funds for HIV services from the CPDH since 1984 for HIV medical services, support care, and minority AIDS services. Staff and supplies are funded to provide the following services: HIV Care Program and Minority AIDS Initiative Services.

On November 8, 2016, item 3.16, the Board of Supervisors approved Grant Agreement #15-11069 in the amount of \$4,081,439 for performance period of April 1, 2016 through March 31, 2019. Amendment A01 was approved on May 22, 2018, action item 3.31, to increase funding by \$75,000 for fiscal year 2017/2018 due to a revised state allocation formula. This Second Amendment increases the funding by \$137,110 for fiscal year 2018/2019 because the State has again revised its allocation formula.

The Department of Public Health received this Second Amendment from the CDPH on January 31, 2019. In order to complete the attached Schedule A, negotiations with subcontractors had to be finalized which delayed the submittal of this action item. This action item and attachments were subsequently submitted through the County's approval process.

Impact on Citizens and Businesses

Acceptance of this additional grant funding will allow the Department of Public Health to continue providing HIV/STD services which will increase the capacity to plan, manage and provide enhanced care and support services to County residents with HIV/AIDS. The grant is 100% funded by CDPH's Office of AIDS.

SUPPLEMENTAL:

Additional Fiscal Information

Fiscal Year	Original Amount	Increase Amount	Total
2016/2017	\$1,789,755	-	\$1,789,755

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

2017/2018	\$1,145,842	\$75,000	\$1,220,842
2018/2019	\$1,145,842	\$137,110	\$1,282,952
Total Amount	\$4,081,439	\$212,110	\$4,293,549

ATTACHMENTS:

- Schedule A Budget Adjustment
- Grant Agreement #15-11069 Amendment Number A02
- State Certifications

**SCHEDULE A
RUHS - Public Health
Budget Adjustment
Fiscal Year 2018/2019**

INCREASE IN APPROPRIATIONS-

10000-4200100000-525440	Professional Services	\$ 37,110
10000-4200100000-510040	Regular Salaries	\$ 70,423
10000-4200100000-518100	Budgeted Benefits	<u>\$ 29,577</u>


TOTAL INCREASE IN APPROPRIATIONS \$ 137,110


INCREASE IN ESTIMATED REVENUE-


10000-4200100000-751680	CA-State Grant Revenue	<u>\$137,110</u>
-------------------------	------------------------	------------------

TOTAL INCREASE IN ESTIMATED REVENUES \$ 137,110

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


Misley Wang, Supervising Accountant 6/18/2019


Brianna Lantajo, Management Analyst 6/18/2019


Gregory V. Priamos, Director County Counsel 6/18/2019

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 25, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 15-11069, Amendment No. 2 between Riverside County and California Department of Public Health providing: for the HIV Medical Services, Support Care and Minority AIDS Services.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
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 R. HARPER, Clerk of said Board

By: 

Deputy

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

☒ Check here if additional pages are added: 2 Page(s)

Agreement Number

15-11069

Amendment Number

A02

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: April 1, 2016 through March 31, 2019

3. The maximum amount of this Agreement is: \$ 4,293,549

Agreement after this amendment is: Four Million, Two Hundred Ninety Three Thousand, Five Hundred Forty Nine 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 in the amount of \$137,110 for year 3 of this agreement, due to a revised state allocation formula that reflects the annual Ryan White Part B HIV Care Grant Program award to California for FY 2018-19. Additional funding will increase the capacity to plan, manage and provide enhanced care and support services to individuals with HIV/AIDS. There are no changes to the Scope of Work.

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)

ATTEST:

KECIA R. HARPER, 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.

CONTRACTOR

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

By (Authorized Signature)

[Signature]

Date Signed (Do not type)

6/25/19

Printed Name and Title of Person Signing

Kevin Jeffries, Chairman

Address

P.O. Box 7600
Riverside, CA 92513-7600

STATE OF CALIFORNIA

Agency Name

California Department of Public Health

By (Authorized Signature)

[Signature]

Date Signed (Do not type)

7/26/19

Printed Name and Title of Person Signing

Joseph Torres, Chief, Contracts Management Unit

Address

1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377,
Sacramento, CA 95899-7377

CALIFORNIA
Department of General Services
Use Only

☒ Exempt per: OA Budget Act 2018

FORM APPROVED COUNTY COUNSEL
DATE 6/17/2019
BY AMRIT P. DHILLON

JUN 25 2019 3.34

III. Exhibit B - Budget Detail and Payment Provisions, Provision 1 (Invoicing and Payment) is amended to read as follows:

1. Invoicing and Payment

E. Amounts Payable

The amounts payable under this Agreement shall not exceed:

- 1) \$1,789,755 for the budget period of 04/01/16 through 3/31/17.
- 2) \$1,220,842 for the budget period of 04/01/17 through 3/31/18.
- 3) ~~\$1,145,842~~ **\$1,282,952** for the budget period of 04/01/18 through 3/31/19.


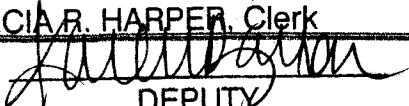
IV. Exhibit B – Attachment I-II, Budget (Year 1- 3) A01 is hereby replaced in its entirety with Exhibit B, Attachment I-II, Budget (Year 1- 3) A02.

"All references to Exhibit B, Attachment I-II, Budget (Year 1-3) A01, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I-II, Budget (Year 1-3) A02."

CCC 04/2017

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.

Contractor/Bidder Firm Name (Printed) County of Riverside		Federal ID Number 95-6000930
By (Authorized Signature) 		ATTEST: KECIA R. HARPER, Clerk
Printed Name and Title of Person Signing Kevin Jeffries, Chairman of the Board of Supervisors		By  DEPUTY
Date Executed 6/25/19	Executed in the County of Riverside	

FORM APPROVED COUNTY COUNSEL
BY  AMRIT P. DHILLON
DATE 6/27/2019

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 11102) (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

JUN 25 2019 3.34

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, 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.


STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number 95-6000930
Proposer/Bidder Firm Name (Printed) County of Riverside		
By (Authorized Signature) 		
Printed Name and Title of Person Signing Kevin Jeffries, Chairman of the Board of Supervisors		
Date Executed 6/25/19	Executed in the County and State of Riverside County, California	

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 6/13/2019
AMRIT P. DHILLON

ATTEST:

KECIA R. HARPER, Clerk

By 

DEPUTY

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. ✓
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR


2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)		Federal ID Number	
County of Riverside		95-6000930	
By (Authorized Signature)			
			
Printed Name and Title of Person Signing			
Kevin Jeffries, Chairman of the Board of Supervisors			
Date Executed		Executed in the County and State of	
6/25/19		County of Riverside, California	

ATTEST:

KECIA R. HARPER, Clerk

By

DEPUTY