


COUNTY OF SAN MATEO
Departmental Correspondence

DATE. March 26, 2001
HEARING DATE April 10, 2001

TO Honorable Board of Supervisors
FROM John Conley,  Deputy Director of Public Health
SUBJECT Amendment A-1 to the 2000-01 State AIDS Master Grant Agreement

RECOMMENDATION

- 1 Adopt a resolution authorizing the President of the Board to execute Amendment A-1 to the 2000-01 agreement with the State Department of Health Services for the State AIDS Master Grant Agreement (MGA)
- 2 Approve an Appropriation Transfer Request (ATR) recognizing the appropriation of \$70,000 in unanticipated revenue
- 3 Approve an amendment to the salary ordinance adding two full-time, classified Community Worker II positions to the AIDS Program budget

Background

The AIDS MGA provides funding for 15.7 FTE AIDS Program staff positions, operating and support costs for the AIDS Program, and services provided by Aging and Adult Services (AIDS nurse case management), other units within the Public Health Division (epidemiology and surveillance), and through community-based organizations [Human Immunodeficiency Virus (HIV) testing and counseling, street outreach, prevention education, and social marketing] AIDS Program services and activities funded by the MGA include the provision and coordination of HIV/AIDS education, prevention and street outreach efforts, HIV testing and counseling, and the medical and social services provided by the Early Intervention Program

On October 24, 2000, you approved Resolution No. 64043 authorizing an agreement for \$1,512,207 in AIDS MGA funds for the term July 1, 2000 through June 30, 2001, which fund the above-mentioned services

Discussion

The State Office of AIDS (SOA) has awarded the AIDS Program an additional \$70,000 to the Early Intervention Program (EIP) section of the AIDS MGA. This ongoing augmentation will fund additional health outreach services for individuals countywide to reach high risk persons who have not yet been tested for HIV or are newly diagnosed with HIV and require assistance to access HIV services.

Provision of these services will be accomplished through the expansion of the health outreach team and staffing for "primary prevention for positives" efforts. The addition of 2.0 FTE classified Community Worker II positions is necessary for this effort. This additional state funding can only be used for staff positions. If the funding is not fully utilized this year, we could be in jeopardy of losing funding in future years.

Outcome Objectives

The following are the outcome objectives related to this augmentation in funding that are being measured in 2000-01

Outcome	1999-00 Actual	2000-01 Projected
Number of contacts made with HIV positive persons who at the time of contact are not receiving services and who will be counseled and referred for treatment.	NA*	50
Percent of HIV positive persons who at the time of contact are not receiving services and who subsequently receive medical and/or social services	NA*	60%

*This is a new service component of the EIP

Fiscal Impact

This amendment does not alter the term of the original agreement, which is July 1, 2000 through June 30, 2001. \$1,512,207 of MGA funding was included in the approved 2000-01 AIDS Program budget. The \$70,000 added by this amendment is appended by an ATR, bringing the total amount of this Agreement to \$1,582,207. Administrative oversight, technical assistance, and contract monitoring will be provided by existing AIDS Program staff. There is no net county cost.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

COUNTY OF SAN MATEO			REQUEST NO
APPROPRIATION TRANSFER REQUEST			
DEPARTMENT Health Services/Public Health/AIDS Program			DATE March 13, 2001
1 REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW			
	C O D E S		
	FUND OR ORG	ACCOUNT	AMOUNT
From	64110	1756	70,000 00
			State AIDS Master Grant Agreement -
			Unanticipated revenue
To	64220	4110	70,000 00
			Permanent Salaries
Justification (Attach Memo if Necessary)			
To appropriate funds for an augmentation to the Early Intervention Program (EIP), a component of the State AIDS Master Grant Agreement (MGA). This augmentation will continue in subsequent years.			
			DEPARTMENT HEAD
			BY <i>Margaret Taylor</i> DATE 3/22/01
2 <input type="checkbox"/> Board Act on Requested <input type="checkbox"/> Four-Fifths Vote Requested <input type="checkbox"/> Board Act on Not Requested			
Remarks			
			COUNTY CONTROLLER
			BY _____ DATE _____
3 <input type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapprove			
Remarks			
			COUNTY MANAGER
			BY _____ DATE _____

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS USE ONLY

BOARD OF SUPERVISORS COUNTY OF SAN MATEO STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO _____

RESOLVED by the Board of Supervisors of the County of San Mateo that

WHEREAS the Department hereinafore named in the Request for Appropriation Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request and

WHEREAS the County Controller has approved said Request as to accounting and available balances and the County Manager has recommended the transfer of funds as set forth hereinabove

NOW THEREFORE IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected

Regularly passed and adopted this _____ day of _____ 19____

Ayes and in favor of said resolution

Noes and against said resolution

Supervisors _____

Supervisors _____

 Absent
 Supervisors _____

ATTEST

 CHAIRMAN BOARD OF SUPERVISORS
 COUNTY OF SAN MATEO

 Clerk of Said Board

D STR BUT ON WHITE GREEN CANARY PINK GOLDENROD	— BOARD OF SUPERVISORS — CONTROLLER — COUNTY MANAGER — DEPARTMENT — TREASURER
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RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT
A-1 TO THE 2000-01 STATE AIDS MASTER GRANT AGREEMENT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Amendment to an Agreement, reference to which is hereby made for further particulars, whereby the State of California Department of Health Services will increase the total State AIDS Master Grant Agreement allocation to fund increased HIV health outreach, and

WHEREAS, this Board has been presented with the Amendment to the Agreement and has examined and approved it as to both form and content and desires to enter into the Amendment to the Agreement

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to 1) accept the augmentation from the Department of Health Services, State Office of AIDS, of \$70,000, 2) approve an Appropriation Transfer Request in the amount of \$70,000 for the first year of the augmentation, and 3) approve an amendment to the Salary Ordinance to add two full-time classified Community Worker II positions

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING FISCAL YEAR 2000-2001
SALARY ORDINANCE ADOPTED AUGUST 8, 2000

The Board of Supervisors of the County of San Mateo, State of California, ordains as follows:

SECTION 1. Part 12 of the Ordinance 03987 is amended as indicated:

ORGANIZATION 64000 AIDS PROGRAM

1 Item G112S, Community Worker series, is increased by 2 positions for a new total of 11 positions

SECTION 2. This action is effective thirty days following adoption.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

STD 2 (REV 5-91)

CONTRACT NUMBER 00-90099	AM NO A-1
TAXPAYER'S FEDERAL ID NUMBER 94-6000532	

THIS AGREEMENT made and entered into this 1st day of July 2000 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

OFFICER ACTING FOR STATE Chief, Program Support Branch	AGENCY Department of Health Services	hereafter called the State and
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CONTRACTOR'S NAME
County of San Mateo hereafter called the Contractor

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the State hereinafter expressed does hereby agree to furnish to the State services and materials as follows (Set forth services to be rendered by Contractor amount to be paid Contractor time for performance or completion and attach plans and specifications if any)

This Amendment adds \$70,000 to budget year 2000/01 and amends the maximum amount payable to reflect this increase

In that certain agreement made and entered into on July 1, 2000 between the Department of Health Services Office of AIDS and the County of San Mateo

1 Paragraph 2A is amended to read

2. Maximum Amount Payable

A The maximum payable by the STATE to the CONTRACTOR under this contract shall not exceed ~~\$1,512,207~~ **\$1,582,207**

CONTINUED ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement

WITNESS WHEREOF this agreement has been executed by the parties hereto upon the date first above written

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Health Services		CONTRACTOR (if other than an individual state whether a corporation, partnership, etc) County of San Mateo (Governmental Agency)	
BY AUTHORIZED SIGNATURE > For		BY AUTHORIZED SIGNATURE >	Michael D. Nevin, President Board of Supervisors
PRINTED NAME OF PERSON SIGNING Edward Stanberg		PRINTED NAME OF AND TITLE OF PERSON SIGNING Clerk of Said Board	
TITLE Chief, Program Support Branch		ADDRESS C/O John H Conley, 225 West 37th Avenue, San Mateo, CA 94403-4324	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 70,000	PROGRAM / CATEGORY (CODE AND TITLE) Clearing Account	FUND TITLE General	Department of General Services Use Only	
	OPTIONAL USE: Master Agreement Contract			
PR OR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,512,207	Early Intervention Program		ITEM 4260-111-0001	CHAPTER 52
	STATUTE 2000	FISCAL YEAR 2000/2001		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,582,207	OBJECT OF EXPENDITURE (CODE AND TITLE) See attached fiscal display for detail			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated		TRAILER NO	BR NO	
SIGNATURE OF ACCOUNTING OFFICER > <i>Molly Ferguson</i>		DATE 2-28-01		

STANDARD AGREEMENT

STD 2 (REV 5-91) (REVERSE)

- 1 The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement
- 2 The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- 3 The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the state shall be deducted from any sum due the Contractor under this agreement, and the balance, if any shall be paid the Contractor upon demand.
- 4 Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
- 5 Time is of the essence in this agreement.
- 6 No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 7 The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

FISCAL DISPLAY

Contractor: County of San Mateo
Contract Number: 00-90099 A-1

EARLY INTERVENTION PROGRAM

Amount Encumbered \$35 000
Program/Category Local Assistance
Fund Title General Fund
Item 4260-111-001
Object of Expenditure 00-51348-4491-702-05

EARLY INTERVENTION PROGRAM (Bridge)

Amount Encumbered \$35 000
Program/Category Local Assistance
Fund Title Federal Fund
Item 4260-111-001
Object of Expenditure 00-95349-9180-702-05-95364L-01
CFDA 93 940

- 2 Provisions 3a and 3b in Additional Provisions Exhibit A(F) are amended to read as follows

Purchasing/Procurement Rules

- a Units of local government public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof) and state or federal agencies whether acting as a contractor and/or subcontractor may use their existing procurement systems to secure all articles supplies equipment (e.g. non expendable items with a unit cost of ~~\$500~~ **\$5,000** or more and a useful life expectancy of ~~four or more years~~ **one year or more**, including EDP/ADP telecommunications and motor vehicles) and services related to such purchases that are required in performance of this contract without regard to dollar limit subject to the provisions in paragraphs e through i of this section. The provisions in paragraphs b c and d of this section may also apply if purchases are subdelegated to subcontractors that are nonprofit organization for-profit entities or private vendors
- b All other entities (nonprofit organizations for-profit entities or private vendors) whether acting as a contractor or subcontractor may use their existing procurement systems to secure articles supplies equipment (e.g. nonexpendable items with a unit cost of ~~\$500~~ **\$5,000** or more and a useful life expectancy of ~~four or more years~~ **one year or more**, including EDP/ADP telecommunications and motor vehicles) and services related to such purchases that are required in performance of this contract. Equipment procurement shall not exceed an annual maximum limit of \$50,000 subject to the provisions in paragraphs c through i of this section. The provisions in paragraph a of this section may also apply if purchases are subdelegated to subcontractors that are units of local government public entities state or federal agencies

- 3 Provision 4a and 4e in Additional Provisions Exhibit A(F) is amended to read as follows

Ownership/Disposition/Inventory of Equipment Purchased/Reimbursed with Contract Funds or Furnished by the State

- a All equipment ~~of any kind as defined in section 3 paragraph a~~ **with a unit cost of \$500 or more and a life expectancy of more than one year and certain theft sensitive items (regardless of cost)**, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract and not fully consumed in performance of this contract shall be considered state equipment and the property of the State
- e ~~Equipment as defined in section 3 paragraph a~~ purchased/reimbursed with contract funds or furnished by the State under the terms of this contract shall only be used for performance of this contract

- 4 Provision 31 in Additional Provisions Exhibit A(F) is superseded by the following terms

Debarment and Suspension Certification

By signing this agreement the Contractor/Grantee agrees to comply with the applicable federal suspension and debarment regulations and certifies the following

- a The Contractor/Grantee certifies to the best of its knowledge and belief that it and its principals
- 1 Are not presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from participation in a federally sponsored project by any federal department or agency
 - 2 Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain or performing a public (Federal State or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement theft forgery bribery falsification or destruction of records making false statements or receiving stolen property

- 3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification and
 - 4 Have not within a three-year period preceding this agreement had one or more public transactions (Federal State or local) terminated for cause or default
 - 5 Contractor/Grantee shall not knowingly enter into any lower tier covered transaction with a person or firm that is proposed for debarment under federal regulations debarred suspended declared ineligible or voluntarily excluded from participation in such transactions unless authorized by the State
The Contractor/Grantee may rely on the certification of a prospective participant in a lower tier covered transaction unless it knows that the certification is erroneous The Contractor/Grantee may but is not required to check the Procurement and Nonprocurement List issued by U S General Service Administration at the following Internet site [http //epis.arnet.gov/](http://epis.arnet.gov/)
 - 6 Contractor/Grantee will include a clause entitled Debarment and Suspension Certification that essentially sets forth the provisions herein in all lower tier covered transactions and in all solicitations for lower tier covered transactions
- b If the Contractor/Grantee is unable to certify to any of the statements in this certification the Contractor/Grantee shall submit an explanation to the DHS program funding this agreement
 - c The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549
 - d If the Contractor/Grantee knowingly violates this certification in addition to other remedies available to the Federal Government DHS may terminate this agreement for cause or default
- 5 All other terms and conditions shall remain unchanged and in full force and effect