

COUNTY OF SAN MATEO  
Departmental Correspondence

23

DATE: JUL 26 2001

HEARING DATE: JUL 31 2001

TO: Honorable Board of Supervisors  
FROM: John Conley, Deputy Director of Public Health  
SUBJECT: Amendment A-3 to the 2000-01 State AIDS Master Grant Agreement

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute Amendment A-3 to the 2000-01 agreement with the State Department of Health Services for the State AIDS Master Grant Agreement (MGA).

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, your Board 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. Since then, there have been two amendments to the agreement: amendment 1) accepting an ongoing augmentation of \$70,000; and amendment 2) accepting an ongoing augmentation of \$37,500.

Discussion

The State Office of AIDS (SOA) has awarded the AIDS Program a one-time augmentation of \$7,000 for 2000-01 for the AIDS Case Management Program which is provided by the Division of Aging and Adult Services. The purpose of these additional funds is to increase the budget for skilled nursing and attendant care services to persons with HIV/AIDS. This amendment was received from the State on June 22, 2001.

Outcome Objectives

The following is the outcome objective related to this augmentation in funding that is being measured in 2000-01.

Outcome	1999-00 Actual	2000-01 Projected
Clients very satisfied or satisfied with services provided by the AIDS Case Management Program.	93%	95%

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. \$70,000 was added through Amendment 1 to the MGA. \$35,700 was added through Amendment 2 to the MGA. The \$7,000 added by this amendment brings the total amount of this Agreement to \$1,624,907. 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

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT  
A-3 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 AIDS Case Management services, including skilled nursing and attendant care; 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 Board hereby authorizes the President of this Board of Supervisors to execute said Amendment to the Agreement for an on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**STANDARD AGREEMENT**

STD. 2 (REV. 5-91)

APPROVED BY THE  
ATTORNEY GENERAL

CONTRACT NUMBER

00-90099

AM. NO.

A-3

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

TITLE OF OFFICER ACTING FOR STATE

Chief, Program Support Branch

AGENCY

Department of Health Services

, hereafter called the State, and

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 \$7,000 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. Subparagraph A of Provision 2 entitled "Maximum Amount Payable" is amended to read:

A. The maximum payable by the STATE to the CONTRACTOR under this agreement shall not exceed ~~\$1,617,907~~ \$1,624,907.

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

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

IN 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					
BY (AUTHORIZED SIGNATURE) ▷ For		BY (AUTHORIZED SIGNATURE) Michael D. Nevin, President Board of Supervisors					
PRINTED NAME OF PERSON SIGNING Edward Stahlberg		PRINTED NAME OF AND TITLE OF PERSON SIGNING Clerk of Said Board					
TITLE Chief, Program Support Branch		ADDRESS c/o John H. Conley, Deputy Director of Public Health, County of San Mateo, 225 West 37th Avenue, San Mateo, CA 94403-4324					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,000	PROGRAM / CATEGORY (CODE AND TITLE) Clearing Account	FUND TITLE General		Department of General Services Use Only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,617,907	(OPTIONAL USE) Case Management Program	ITEM 4260-111-0001	CHAPTER 52			STATUTE 2000	FISCAL YEAR 2000/2001
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,624,907	OBJECT OF EXPENDITURE (CODE AND TITLE) 00-51345-4491-702-05						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER ▷ <i>Molly F...</i>		DATE 4-18-01					

CONTRACTOR  STATE AGENCY  DEPT. OF GEN. SER.  CONTROLLER

**STANDARD AGREEMENT**

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.

2. 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://epls.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.
3. All other terms and conditions shall remain unchanged and in full force and effect.