

RESOLUTION NO. 071653

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

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RESOLUTION AUTHORIZING THE A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH THE AIDS COMMUNITY RESEARCH CONSORTIUM TO PROVIDE A FOOD PROGRAM FOR THE PERIOD OF MARCH 1, 2011 THROUGH FEBRUARY 29, 2012, FOR A MAXIMUM OBLIGATION OF \$120,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS.

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 Agreement, reference to which is hereby made for further particulars, whereby the AIDS Community Research Consortium shall provide a food program; and

WHEREAS, the term of the Agreement is March 1, 2011 through February 29, 2012, and the maximum dollar amount is \$120,000; and

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

071653

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

071653

Regularly passed and adopted this 27th day of September, 2011.

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

ROSE JACOBS GIBSON

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

Carole Groom

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

R. Romero

*Rebecca Romero, Deputy
Clerk of the Board of Supervisors*

071633

02 1-5-12

**AMENDMENT ONE TO AGREEMENT 71653
BETWEEN THE COUNTY OF SAN MATEO AND THE AIDS COMMUNITY
RESEARCH CONSORTIUM**

THIS AMENDMENT TO THE AGREEMENT, entered into this 30th day of December, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE AIDS COMMUNITY RESEARCH CONSORTIUM, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into Agreement 71653 to provide a food program to clients of the STD/HIV Program on September 27, 2011; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$25,000, from \$120,000 to \$145,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed. ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000).

2. Exhibits A and B of the original Agreement are deleted in their entirety and replaced with the versions of Exhibits A and B that are attached.
3. **All other terms and conditions of the agreement dated September 27, 2011, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: 
Jean S. Fraser, Chief, Health System

Date: 30 Dec 2011

The AIDS Community Research Consortium


Contractor's Signature

Date: 12/16/2011

EXHIBIT "A"
AIDS COMMUNITY RESEARCH CONSORTIUM
MARCH 1, 2011 THROUGH FEBRUARY 29, 2012

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. FOOD SERVICES:

- A. Contractor shall provide food services including grocery bags with nutritional foods and nutritional supplements to people with HIV/AIDS, who live in San Mateo County.
- B. Contractor shall assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
- C. Contractor shall ensure that at least one (1) staff member will be trained in food handling and will provide in-services for food program staff.
- D. Contractor shall meet with a nutritionist a minimum of two times per year to obtain guidance and ensure that food items utilized meet the health needs of clients, to develop healthy and nutritional recipes that optimize client utilization of food services and to provide non-HIV identifying recipes in the grocery bags. Information on the dates and outcome of the meetings with the nutritionist shall be submitted with the appropriate quarterly reports.
- E. Contractor shall continue a recipe exchange program designed by a nutritionist to promote client utilization of food services provided; non-HIV identifying recipes will be placed in grocery bags six (6) times per quarter for a total of fifty-four (54) recipes for the contract period.
- F. Contractor shall contact County's Environmental Health Division to schedule a minimum of two (2) inspections of Contractor's facilities during the term of this Agreement.

2. MEASURABLE OBJECTIVES

Contractor shall develop and implement processes to achieve the service and outcome objectives and perform program evaluation.

A. QUALITY ASSURANCE

Contractor shall develop quality assurance activities for the services provided and complete a minimum of one quality assurance process annually, for one of the categories listed below:

1. Appropriateness of the overall service to the target population (e.g. locations, criteria used to evaluate services, times, etc.).
2. Development of role and responsibilities for key quality assurance personnel.
3. Adherence to relevant standards, guidelines and contractual requirements.
4. Ability to track, document and follow-up referrals and linkages.
5. Review and update of written policies, protocols and procedures.
6. Review and update of educational materials developed by the program for clients.
7. Review of client records.
8. Staff training, supervision and consultation plan.
9. Quality Assurance Committee, or Quality Team and/or Advisory Committees.

2. SERVICE OBJECTIVES

- A. Contractor shall provide ten thousand two hundred twenty-one units of service (10,221). A unit of service is defined as one bag of groceries, with a minimum size of L14"xW12"xD7". Included in the grocery bags may be nutritional supplements per prescription form an attending physician, with preference being given to clients with disabling HIV/AIDS.
- B. Contractor shall provide services to one hundred ninety-eight (198) unduplicated clients.

3. OUTCOME OBJECTIVES

- A. Ninety-six percent (96%) of clients will report improved nutrition due to receipt of food services rendered.
- B. Ninety-seven percent (97%) of clients shall report overall satisfaction with services of the program.

4. REPORTING

- A. Completed client information on services provided to clients shall be entered into ARIES by the fifteenth (15th) day following the end of the month.

- B. Monthly program invoices specifying cost(s) by budget category and per unit(s) of service(s) are due the fifteenth (15th) day following the end of the month.
- C. Progress Reports detailing program activities, changes, trends, etc., and units of service and number of unduplicated clients served (by funding source), shall be due as follows:
 - 1. September 15, 2011 – this report shall also include the quality assurance process your agency selected for the contract term
 - 2. March 15, 2012 – this report shall also include results of all the outcome objectives (surveys, summary, etc.) and a final program narrative, identifying unmet needs, trends, service gaps, and providing a project self-evaluation.
- D. The federally-required Ryan White HIV/AIDS Program Data Report (RDR) and Ryan White HIV/AIDS Services Summary Report (RSR) are due on January 30, 2012. County, at any point, may request additional reports during the contract year as required by funding sources.

5. GENERAL

- A. Contractor shall provide the services funded by this Agreement by February 29, 2012.
- B. Contractor shall provide a minimum of four (4) HIV/AIDS-related in-service trainings for staff development.
- C. Contractor shall participate in County's "STD/HIV Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
- D. Contractor shall comply with the annual STD/HIV Program site visit.
- E. Contractor is required to attend all relevant HIV/AIDS meetings (SPAN and Partnership Roundtable) and workshops to provide continuing education for Contractor's staff.
- F. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information. Personally identifying information developed or acquired by Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes by court order, or pursuant to written authorization by the person who is the subject of the record or by his or her guardian or conservator. Contractor is responsible for complying with all applicable state and federal statutes regarding confidentiality and HIV/AIDS, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
- G. Contractor agrees to acknowledge in all materials produced pursuant to this Agreement, the contribution in whole or in part, of County, State, and

Federal funding sources as applicable. In addition, any copyrighted or copyrightable works developed under this Agreement shall be subject to royalty free, non-exclusive perpetual and irrevocable license to the government to reproduce, publish or otherwise use them and to authorize others to do so for Federal, State and County government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

- H. Contractor certifies that to the best of his knowledge and belief i) no County, State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement; ii) If any funds other than County, State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- I. By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement. (Required by NNA Amendment 1, Exhibit B, Paragraph 1.)
- J. Contractor shall not claim reimbursement from County or apply sums received from County with respect to that portion of its obligations which has been paid by another source of revenue. Contractor shall not charge County for services which clients were entitled to receive regardless of this Agreement. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect co-payment, or share of cost as allowed by regulations specific to funding sources.
- K. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as

those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Health System and any such conflict may constitute grounds for immediate termination of this contract for cause.

- L. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
- M. Contractor shall retain any property acquired with funds under this Agreement as long as there is a need for the property to accomplish the purpose of the program. For disposition of equipment or furniture with a unit cost of FIVE HUNDRED DOLLARS (\$500) or more and a life expectancy of one or more years, Contractor shall request disposition instructions from County.
- N. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB Circular A-133).
- O. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other Agreement.
- P. Contractor certifies that it has appropriate systems and controls in place to ensure that County funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- Q. Contractor certifies that no funds received under this Agreement will be used to assist, promote or deter union organizing.
- R. Contractor shall maintain all required records for five years after the County makes final payment or after the final audit has been resolved, whichever occurs last; records shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

EXHIBIT "B"
AIDS COMMUNITY RESEARCH CONSORTIUM
MARCH 1, 2011 THROUGH FEBRUARY 29, 2012

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

PAYMENT

Contractor shall submit monthly invoices and financial statements for services provided for the STD/HIV Program by the fifteenth (15th) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget and upon demonstrated progress through required progress reports.

The total amount to be paid for the months of March 1, 2011 through December 31, 2011 shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

The total amount to be paid for the months of January 1, 2012 through February 29, 2012 shall not exceed FORTY FIVE THOUSAND DOLLARS (\$45,000.00). Monthly expenditures for this period of services shall not exceed TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00).

The maximum amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000).

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	AIDS Community Research Consortium	Phone:	650-364-6563
Contact Person:	Megan O'Day	Fax:	650-364-9001
Address:	1048 El Camino Real, Suite B Redwood City, CA 94063		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☒ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)


- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

12/16/2011

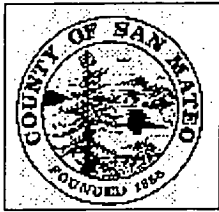
Date

Megan O'Day

Name

EXECUTIVE DIRECTOR

Title



HEALTH SYSTEM
PUBLIC HEALTH STD/HIV PROGRAM
225 37th Avenue
San Mateo, CA 94403

Inter-Departmental Correspondence

DATE: December 20, 2011

TO: Jean S. Fraser, Chief, Health System

FROM: John Conley, Director, Public Health *JC*

SUBJECT: Amendment One to Agreement 71653 with the AIDS Community Research Consortium for Fiscal Year 2011-12

Enclosed for your review and signature is Amendment One to Agreement 71653 with the Community Research Consortium (ACRC). Also attached is a copy of Resolution 71653 executed by the Board of Supervisors on September 27, 2011, granting you authority to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

This Amendment increases the maximum amount by \$25,000, from \$120,000 to \$145,000. It also augments the number of unduplicated clients and units of service accordingly. Additional Ryan White (RW) funds became available as a result of lower than projected expenditure of funds designated for dental services also funded by RW. The City and County of San Francisco, which administers the allocation of RW funds for the San Francisco Bay Area, has authorized the transfer of funds to ACRC to provide services to clients of the STD/HIV Program.

The Amendment does not alter the term of the original Agreement, which is March 1, 2011 through February 29, 2012. The amount of the original Agreement was \$120,000. This Amendment increases the amount of the Agreement by \$25,000, for a new total contract amount of \$145,000. These funds are included in the Public Health FY 2011-12 Adopted Budget. There is no Net County Cost associated with this Amendment.