



**Health & Human Service
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: July 30, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Staci Chastain PHONE: (559) 624-8480				

SUBJECT: Approve an agreement with the California Department of Public Health

REQUEST(S):

That the Board of Supervisors:

1. Approve the agreement with the California Department of Public Health for the Prevention Forward program, retroactive from April 1, 2019 through June 29, 2020, to accept funding in the amount not to exceed \$63,000. This amount is divided between two fiscal years, \$40,000 for fiscal year 18-19 and \$23,000 for fiscal year 19-20. This agreement is retroactive due to receiving this item from the State on June 4, 2019. It was impracticable for the Board to act prior to April 1, 2019 due to the time needed to process, prepare and submit the agenda item;
2. Find that the Board had the authority to enter into the proposed agreement as of April 1, 2019 and that it was in the County's best interest to enter into the agreement on that date; and
3. Authorize the Chairman of the Board to sign four (4) copies each of the Agreement, Certification Regarding Lobbying, Contractor's Release, and Contractor Certification Clauses.

SUMMARY:

The California Department of Public Health, with an award from the Centers for Disease Control, has selected the Tulare County Public Health Branch to continue to build on the success of previous work to prevent and manage diabetes and hypertension. This new non-competitive grant, Prevention Forward, offered to

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Tulare County to build on the success of the former Lifetime of Wellness, will focus on supporting health care systems to better identify patients that are at-risk for or in need of support to manage their diabetes and hypertension. This will be done by utilizing electronic health records to target patients and implement best practices in diabetes prevention and hypertension management. Additionally, the program will look to expand the delivery of health education by community health workers and incorporating them into team-based model for improved patient outcomes. The expected reach of the program is approximately 3,000 patients.

HHS (Health & Human Services Agency) staff has reviewed the terms of the compliance certifications and affirms that the County is in compliance with those terms.

The following terms deviate substantively from the standard County boilerplate: 1) The Agreement is contingent on availability of funds to the State. In the event of insufficient funding, the State will no longer have any obligations under the Agreement and will not be liable to the County; 2) The State can withhold reimbursements from the County if it does not maintain adequate backup documentation of expenses under the Agreement; 3) The California Department of Public Health (CDPH) can terminate the Agreement without cause with 30 days written notice to the County. However, the County cannot do the same under the Agreement; 4) The CDPH can terminate the Agreement immediately for cause. However, the County can only terminate the Agreement for cause if: (a) CDPH "substantially fails to perform its responsibilities" under the Agreement and the County submits a written request to the CDPH; (b) or if the CDPH violates patient privacy laws; 5) The CDPH, not the County, exclusively owns the intellectual property stemming from the Agreement; 6) The CDPH makes no guarantee that the intellectual property resulting from the Agreement will not presently, or in the future, violate the rights of another party; 7) The County is required to indemnify and defend the State, including, but not limited to intellectual property claims. The State is not required to indemnify or defend the County; 8) The County is prohibited from assigning this Agreement, but this prohibition does not extend to the CDPH; and 9) The County signs the Agreement first.

FISCAL IMPACT/FINANCING:

The maximum revenue for this agreement is in the amount not to exceed \$63,000 which is allocated through CDPH. A total of \$40,000 was budgeted in Fiscal Year 2018/2019, and \$23,000 will be budgeted in Fiscal Year 2019/2020. There is no net County Cost to the General Fund.

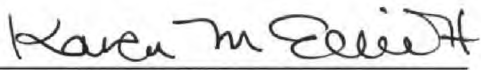
LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Quality of Life Initiative that promotes public health and welfare, educational opportunities, natural resource management, and continued improvement of environmental quality. The requests will directly meet this initiative by supporting the use of electronic medical health

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records to be better identify patients at-risk for diabetes and hypertension; by providing proven strategies to prevent diabetes and manage hypertension; and by working with non-traditional partners, such as pharmacists and community health workers to improve patient health outcomes.

ADMINISTRATIVE SIGN-OFF:



Karen M. Elliott
Director of Public Health

cc: County Administrative Office

Attachment(s) Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AGREEMENT WITH THE CALIFORNIA) Resolution No. _____
DEPARTMENT OF PUBLIC HEALTH) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

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3. Authorized the Chairman of the Board to sign four (4) copies each of the Agreement, Certification Regarding Lobbying, Contractor's Release, and Contractor Certification Clauses.