

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Health Services Agency *mtj*

BOARD AGENDA # *B-11

Urgent Routine

AGENDA DATE April 22, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Amended Agreement and Memorandum of Understanding with the State Department of Health for AIDS Services from July 1, 2007 through June 30, 2010 - Health Services Agency

STAFF RECOMMENDATIONS:

1. Approve the amended Master Agreement and Memorandum of Understanding with the State Department of Health for AIDS services for the term of July 1, 2007 through June 30, 2010.
2. Authorize the Health Services Agency Managing Director or her designee to sign and execute the amended contract and Memorandum of Understanding.

FISCAL IMPACT:

The term of this amended Master Agreement is from July 1, 2007 through June 30, 2010 and will provide the Stanislaus County Health Services Agency with an additional \$448,803 for a total of \$2,335,710 to continue to fund AIDS services. The amount of Contract #07-65089 for Fiscal Year 2007-2008 is \$807,476, Fiscal Year 2008-2009 is \$746,117 and Fiscal Year 2009-2010 is \$764,117. Funding for Fiscal Year 2007-2008 is included in the Health Services Agency budget. There is no impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-286

On motion of Supervisor Grover, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION

On September 18, 2007 the Board of Supervisors approved the AIDS Master Contract and Memorandum of Understanding (MOU) with the State Department of Health. The contract and MOU provides State funding for Case Management Program, HIV Counseling and Testing Programs, and AIDS Block Grant funding. The Health Services Agency Public Health Division uses those funds for HIV counseling, testing, education and prevention, case management and early interventions. At this time, the State has allocated additional funding for these services, through an amended master contract and MOU.

The HIV/AIDS (Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome) Program is committed to determining the extent and the trends in HIV infections and developing planning strategies and interventions to interrupt the spread of the epidemic. The grant provides for ongoing testing and counseling and early intervention for patients who are HIV positive, while providing case management for those who have been identified as having AIDS. There were 17 new AIDS cases identified in Stanislaus County in 2006. From the inception of the AIDS Program in 1988, where the number of AIDS cases was 17, the total count of identified AIDS cases in Stanislaus County is 697 as of June 2007.

In 2002, the California Legislature determined there was a need to report cases of HIV on the premise that the “availability of HIV data allows California to track the HIV epidemic and equitably distribute funding to support prevention, care and treatment services for those in greatest need”. (Department of Health Services, Office of AIDS.) Since the initiation of HIV reporting, Stanislaus County has had a total of 83 cases identified as of April 2006. If the HIV cases and the AIDS cases in Stanislaus County are added together, the total number of cases comes to 780 as of June 2007. Education, testing and surveillance are extremely important in the control and monitoring of HIV disease in this County.

The increased funding from the State will allow the Health Services Agency (HSA) to provide HIV counseling and testing to approximately 2,000 individuals in the County; offer primary and secondary prevention to at least 5,000 individuals; and case management for at least 400 HIV infected clients. These services will continue to be provided through Fiscal Year 2007-2008 and the HSA will continue surveillance and epidemiology activities to identify trends, such as service needs and local HIV morbidity increases.

Approval of the Amended Agreement and Memorandum of Understanding with the State Department of Health for AIDS Services from July 1, 2007 through June 30, 2010
– Health Services Agency

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POLICY ISSUE:

Approval of the AIDS Master Agreement and MOU supports the Board's priority of A *healthy community* by enabling the continuation of HIV/AIDS services to the Stanislaus County residents.

STAFFING IMPACT:

There is no staffing impact related to this request.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A_CDPH (7/07)

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

Agreement Number 07-65089	Amendment Number A01
Registration Number: <u>426511072 71575.1</u>	

1. This Agreement is entered into between the State Agency and Contractor named below:

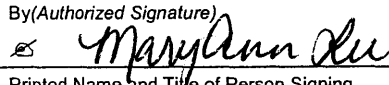
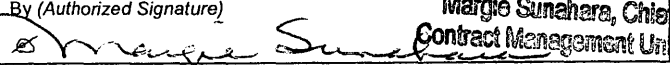
State Agency's Name California Department of Public Health	(Also known as CDPH, CDHS, DHS or the State)
Contractor's Name County of Stanislaus	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2007 through June 30, 2010
3. The maximum amount of this Agreement after this amendment is: \$ 2,335,710 Two Million, Three Hundred Thirty-Five Thousand, Seven Hundred Ten 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. **Amendment effective date:** July 1, 2007
- II. **Purpose of amendment:** This amendment reflects an increase in dollars to compensate the Contractor for expanded services as outlined in Exhibit A, Scope of Work, including HIV Prevention, Early Intervention, and AIDS Case Management programs. CDPH is obtaining more of the same services shown in the original agreement.
- III. 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~~).
- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by **\$448,803** and is amended to read: ~~\$1,886,907 (One Million, Eight Hundred Eighty Six Thousand, Nine Hundred Seven Dollars)~~ **\$2,335,710 (Two Million, Three Hundred Thirty-Five Thousand, Seven Hundred Ten Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus	
By (Authorized Signature) 	Date Signed (Do not type) 4/24/08
Printed Name and Title of Person Signing Mary Ann Lee, Managing Director	
Address C/O Stanislaus County Health Services Agency 830 Scenic Drive, Modesto, CA 95350	
STATE OF CALIFORNIA	
Agency Name California Department of Public Health	
By (Authorized Signature) 	Date Signed (Do not type) 5/16/08
Printed Name and Title of Person Signing Allan Chinn, Chief, Contracts and Purchasing Services Section	
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377	

Exempt per:
OOA Transaction is PCC exempt per
applicable Budget Act.

- V. Paragraph D. of Provision 5 (Services to be Performed) of the Exhibit A – Scope of Work is amended to read as follows:

D. Project: Early Intervention MOU Number: EIP 07-50/4

Prolong the health and productivity of HIV-infected persons and interrupt the transmission of HIV through a coordinated, interdisciplinary approach to regular assessments and ongoing services in the following areas: medical, transmission risk reduction, psychosocial, health and treatment education, and case management. Early intervention services may also include related, specialized services at selected sites via Positive Changes, Bridge Program or ~~Learning Immune Function Enhancement (LIFE)~~ **Pathways (Integrated substance abuse/mental health services).**

- VI. Paragraph E. of Provision 5 (Services to be Performed) of the Exhibit A – Scope of Work is amended to read as follows:

E. Project: AIDS Case Management MOU Number: CMP 07-50/5

AIDS Case Management provides comprehensive case management, home- and community-based care to individuals with a written diagnosis from his/her attending physician of ~~HIV Disease~~ or **primary care practitioner of HIV Disease** or, AIDS with current symptoms related to HIV Disease, AIDS, or HIV Disease/AIDS treatment in lieu of placement in a nursing facility or hospital. The purpose of the program is to maintain clients safely in their homes or a residential setting and to avoid more costly institutional care. Services to be provided include case management, skilled nursing care, attendant care, psychotherapy, homemaker services, nutritional counseling, nutritional supplements, home delivered meals, specialized medical equipment and supplies, minor physical adaptations to the home, and non-emergency medical transportation.

VII. Provision 4 (Amounts Payable) of the Exhibit B – Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

Program	Year 1	Year 2	Year 3	Total
HIV Prevention	\$138,907	\$138,907	\$138,907	\$416,721
HIV Counseling and Testing	\$114,675	\$114,675	\$114,675	\$344,025
HIV/AIDS Surveillance	\$ 60,000	\$ 60,000	\$ 60,000	\$180,000
Early Intervention	\$137,700	\$137,700	\$137,700	\$413,100
AIDS Case Management	\$177,687	\$177,687	\$177,687	\$533,061
	<u>\$182,266</u>	<u>\$198,355</u>	<u>\$252,180</u>	<u>\$460,080</u>
		<u>\$198,355</u>	<u>\$198,355</u>	<u>\$595,065</u>
		<u>\$252,180</u>	<u>\$252,180</u>	<u>\$756,540</u>

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VIII. All other terms and conditions shall remain the same.

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A01

PROGRAM: AIDS Case Management Program

MOU NUMBER: CMP 07-50/5, A01

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. ~~\$177,687~~ 252,180 for the budget period of July 1, 2007 to June 30, 2008.
 - B. ~~\$177,687~~ 252,180 for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$177,687~~ 252,180 for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$533,064~~ 756,540 for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to replace in its entirety Exhibit A entitled "Scope of Work," and shall read as follows:

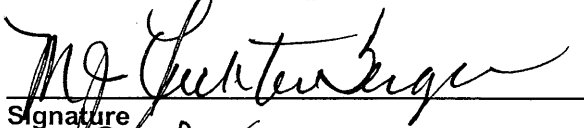
Exhibit A, A1 entitled "Scope of Work," consisting of nine pages.

All further references to Exhibit A entitled "Scope of Work," in the body of this agreement or any attachments thereto shall be deemed to read Exhibit A, A1 entitled "Scope of Work".

3. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A1, entitled "Budget," Years 1, 2, and 3 consisting of one page each.** All further references to Exhibits B, entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibits B, A1, entitled "Budget," Years 1, 2 and 3.

(Continued on next page.)

STATE OF CALIFORNIA:

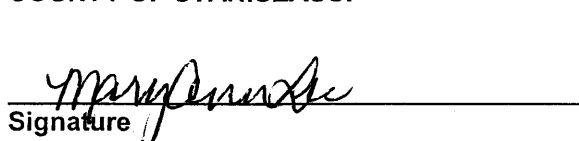

Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Date

5/7/08

COUNTY OF STANISLAUS:


Signature

Mary Ann Lee, Managing Director
Printed/Typed Name and Title

Date

4/24/08

4. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to replace in its entirety Exhibit C, entitled "Subcontracts for Client Services and Key Case Management Staff," and shall read as follows:

Exhibit C, A1, entitled "Subcontracts for Client Services and Key Case Management Staff," consisting of six pages.

All further references to Exhibit C, entitled "Subcontracts for Client Services and Key Case Management Staff," in the body of this agreement or any attachments thereto shall be deemed to read Exhibit C, A1, entitled "Subcontracts for Client Services and Key Case Management Staff".

5. The effective date of this amendment shall be July 1, 2007.
6. All other terms and conditions shall remain the same.

**Exhibit A, A1
Scope of Work**

1. Service Overview

The Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Contractor shall administer the AIDS Case Management Program (CMP) by providing comprehensive case management, home and community-based care to individuals with a written diagnosis from his/her attending physician or primary care practitioner of HIV Disease or AIDS with current symptoms related to HIV Disease, AIDS, or HIV Disease/AIDS treatment in lieu of placement in a nursing facility or hospital. The purpose of the program is to maintain clients safely in their homes or a residential setting and to avoid more costly institutional care. Services to be provided include case management, skilled nursing, attendant care, psychotherapy, homemaker services, nutritional counseling, nutritional supplements, home delivered meals, specialized medical equipment and supplies, minor physical adaptations to the home, and non-emergency medical transportation.

2. Service Location

The services shall be performed in the client's home or residential setting within the County of Stanislaus.

3. Service Hours

The services shall be provided during normal Contractor working hours, excluding national holidays.

4. Services to be Performed

The Contractor shall provide case management to CMP clients in accordance with this agreement and as defined in the Joint AIDS Case Management Protocols (JACMP) and:

- A. Gather and maintain information which supports CMP client eligibility.
- B. Obtain a signed Informed Consent/Agreement to Participate from individuals served under this agreement.
- C. Obtain signed authorization(s) from individuals served under this agreement for exchange of confidential information.
- D. Ensure that all other services and funding resources are screened for and accessed prior to utilization of CMP funds.
- E. Monitor individuals served under this agreement as outlined in the JACMP.

**Exhibit A, A1
Scope of Work**

- F. Coordinate the provision of home- and community-based services to the client, including, but not limited to:
- 1) Case management by a team of nurse case managers (NCM) and social work case managers (SWCM)
 - 2) Attendant care
 - 3) Homemaker services
 - 4) Psychotherapy
 - 5) Skilled nursing (Registered Nurse and/or Licensed Vocational Nurse)
 - 6) Non-emergency medical transportation
 - 7) Specialized medical equipment and supplies and minor physical adaptations to the home
 - 8) Nutritional supplements and home delivered meals
 - 9) Nutritional counseling
 - 10) Hospice care
 - 11) Medi-Cal supplement for infants and children in foster care
- G. Hold interdisciplinary team case conferences as outlined in the JACMP at least every 60 days or when significant changes to the client's condition occur.
- H. Develop and maintain a comprehensive service plan.
- I. Provide in-home medical case management, transmission reduction, and other support services to clients with high need.
- J. Subcontract with appropriately licensed and qualified agencies or individuals for services provided to the client as part of this agreement, such as skilled nursing, attendant care, homemaker services, psychotherapy, and nutritional counseling.

5. Administration

- A. In accordance with the eligibility criteria established herein, the Contractor shall perform a CMP eligibility evaluation on each prospective client. After enrollment into the CMP, the Contractor shall reassess eligibility at least every 60 days. A notation of continuing eligibility shall be maintained by the Contractor. Each CMP client must meet the following criteria:
- 1) For adults, have a written diagnosis from his/her attending physician or primary care practitioner of HIV Disease or AIDS. The NCM must certify current symptoms related to HIV Disease, AIDS, or HIV Disease/AIDS treatment;
 - 2) For pediatric clients, have a written diagnosis classification from his/her attending physician or primary care practitioner of HIV Disease/AIDS, Perinatally Exposed, or Seroreverter with current symptoms related to HIV Disease, AIDS, or HIV Disease/AIDS treatment;
 - 3) Pediatric clients under 18 months of age whose HIV status is undetermined may be enrolled in the CMP. If at 18 months the client tests HIV positive, enrollment in the CMP may continue. If the client tests HIV negative, disenrollment from the CMP is required;

**Exhibit A, A1
Scope of Work**

- 4) Not be simultaneously enrolled in the AIDS Medi-Cal Waiver Program (MCWP);
 - 5) Adults 13 years of age and older must have a Cognitive and Functional Ability Scale (CFA) rating of 70 or less (pediatric clients under 13 years of age do not require a CFA score at this time);
 - 6) Have a physician or primary care practitioner willing to accept full responsibility for his/her medical care;
 - 7) Have a health status that is consistent with receiving in-home services; and,
 - 8) Have a home setting that is safe for both the client and the service providers.
- B. The Contractor shall develop, implement, and maintain current written program policies and procedures, subject to approval by the State, including, but not limited to:
- 1) Client enrollment, disenrollment, and denial of services;
 - 2) Non-emergency medical transportation, housing, and food;
 - 3) Confidentiality of client records including access, release, storage, retention, and destruction;
 - 4) Risk assessment and mitigation involving instances of abuse, neglect, and exploitation;
 - 5) Client grievances;
 - 6) Continuity of case management services during expected and unexpected absences of nurse case managers and social work case managers. In the case of absences of direct care service providers, the Contractor must have a plan for back-up services developed with the subcontracted provider. Emergency plans must be in place, including efforts to contact, locate and remove clients from their homes, in the case of natural disasters;
 - 7) Cost avoidance: assuring that all public and private health insurance coverage is exhausted prior to using CMP funds; and,
 - 8) Criteria for admission and services to clients in residential facilities, if applicable.
- C. The Contractor shall maintain a client record or chart for each individual served under this agreement which documents the following items and activities further described in the JACMP:
- 1) Client eligibility;
 - 2) Enrollment, disenrollment, and denial or reduction of services;
 - 3) Client consent forms;
 - 4) Assessments and reassessments;
 - 5) Comprehensive service plans and subsequent updates;
 - 6) Face-to-face and telephone contacts;
 - 7) Case conferences; and,
 - 8) Authorization and verification of purchased services.
- D. Personnel Policies and Procedures
- The Contractor shall:
- 1) Develop, implement, and maintain written personnel policies and procedures which address:

**Exhibit A, A1
Scope of Work**

- a) Work hours;
- b) Overtime, raises, and fringe benefits;
- c) Vacation, sick, and other leave allowances;
- d) Hiring, disciplinary action, and promotions;
- e) Employee grievances;
- f) New employee orientation; and
- g) Tuberculosis (TB) screening procedures meeting the State's requirement, including a centralized TB screening log and TB education.

The written personnel policies and procedures shall be made available to all employees.

- 2) Maintain personnel records for each employee paid under this agreement which include:
 - a) Application and/or resume;
 - b) Copy of current license or certification, education, and/or degrees, as required;
 - c) Current duty statements for all positions;
 - d) TB screening documents;
 - e) Signed statement/oath of confidentiality; and
 - f) Time sheets, signed by employees and supervisor, which reflect the corresponding time/cost center by program.
 - 3) Maintain personnel records for each volunteer under this agreement having direct, ongoing, face-to-face contact with clients which include:
 - a) TB screening documents;
 - b) Signed statement/oath of confidentiality; and
 - c) Role description (duties, responsibilities).
 - 4) Document that all staff are free of communicable TB. TB screening and testing must be performed at initial employment. Tuberculosis screenings are required annually and apply to all CMP employees or volunteers who are at a site where clients receive services, including case management. In addition, TB screenings also apply to agency staff paid for by other funds or sources who provide services to CMP clients. (Refer to TB guidelines in the Program Operations Manual (POM) for required documentation.)
- E. The Project Director must attend Project Directors Meetings, and, along with at least one nurse case manager and at least one social work case manager, attend the CMP/MCWP Statewide Conference.

6. Informed Consent

- A. The Contractor shall inform clients of their right to choose to participate in the CMP. The client shall sign and date the Informed Consent/Agreement to Participate and be provided a copy.

**Exhibit A, A1
Scope of Work**

- B. The Contractor shall inform the CMP client of the agency grievance policy. The client shall acknowledge provision of information by signing and dating appropriate form(s) and be provided a copy.
- C. The Contractor shall inform the CMP client of the client's rights in case management. The client shall acknowledge provision of information by signing and dating appropriate form(s) and be provided a copy.
- D. The Contractor shall inform the CMP client of the need for written authorization(s) to exchange confidential information. The client shall sign and date the authorization(s) and be provided a copy.

7. Excessive Services

Neither the Contractor nor any Subcontractor shall arrange for or render services to CMP clients, or submit a claim for reimbursement for CMP services, clearly in excess of accepted standards of practice or beyond a CMP client's legitimate medical and other program needs.

8. Confidentiality

- A. Client records relating to any program activity or service executed under this agreement containing personal identifying information which were developed or acquired by the Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record, or by his or her guardian or conservator.
- B. The Contractor shall maintain signed statements/oaths of confidentiality for employees and volunteers who have access to client files of individuals served under this agreement.
- C. Providers must comply with all applicable Federal and State laws regarding confidentiality of CMP client information.

9. Staffing

- A. The Contractor shall designate a Project Director to provide oversight of this agreement. The Project Director has the overall responsibility for assuring compliance with terms of this agreement and serving as primary representative of the Contractor. The Contractor shall notify OA as soon as possible when a new Project Director is designated. The Contractor must include the new Project Director's current resume or curriculum vitae along with written notification.

**Exhibit A, A1
Scope of Work**

- B. The Contractor shall employ professional staff, qualified by education and experience, to carry out the requirements of this agreement at the appropriate staff-to-client ratio as specified in the JACMP. The Contractor agrees to maintain current duty statements and curriculum vitae on all positions and to provide them to the State upon request. The Contractor shall obtain prior written State authorization to employ personnel who do not meet the staff qualifications identified in the JACMP, but who may have similar qualifications.

10. Quality Improvement/Quality Management (QI/QM)

The Contractor shall implement a QI/QM program that continually evaluates and improves the quality of services provided to CMP clients and must:

- A. Develop a QI/QM Plan that describes standards and monitoring in terms of who, what, when, where, and how the plan will be implemented. At a minimum the plan shall include: client record review; client satisfaction survey; grievance and disenrollment monitoring; and, monitoring risk assessment and mitigation.
- B. Submit the QI/QM Plan to OA by July 31 each year.
- C. Conduct QI/QM on an ongoing basis.
- D. Designate a QI/QM coordinator and form a QI/QM committee; mandatory members include the CMP agency Project Director and representatives from the core case management team.
- E. If warranted, develop and implement a corrective action plan for substandard indicators and identified problems. The QI/QM committee follows up to assess the efficacy of the corrective action.
- F. Submit a summary of the results of QI/QM monitoring every six months to OA with progress reports (January 31 and July 31 each year).

11. Fiscal

The Contractor shall develop, implement, and maintain written fiscal policies and procedures that address:

- A. Tracking and monitoring of services ordered, delivered and billed.
- B. Separation of duties for accounting staff relating to accounts receivable and payable.
- C. Identification of expenditures by program, program components, and/or budgetary category.
- D. Tracking of transportation, food, and housing vouchers/expenditures by client, date, and amount.

**Exhibit A, A1
Scope of Work**

- E. Preparing financial statements and making them available to the Project Director, Case Management staff (for client services portion), and the Board of Directors or County Board of Supervisors on a monthly basis.
- F. Staff-to-client ratios of nurse case managers and social work case managers.
- G. Reimbursing Subcontractors within 30 calendar days of Contractor receiving payment from the State.
- H. Checking debarred and ineligible lists prior to subcontracting with a service provider and at regular intervals thereafter.

12. Fiscal Documentation

- A. The Contractor shall maintain adequate documentation to support the appropriateness of expenditures incurred by the Contractor under the terms of this agreement.
- B. If the appropriateness of expenditures cannot be determined because records of the Contractor are nonexistent or inadequate according to generally accepted accounting practices, the questionable cost(s) shall be disallowed by the State.
- C. If expenses are disallowed under this paragraph, the Contractor has a right to appeal as specified in the "Dispute Resolution Process" provision of **Exhibit D(F)** of this agreement.

13. Progress Reports

- A. The Contractor shall complete and submit semi-annual progress reports as required. Mid-year reports are due on January 31 and final reports are due July 31 of each year. Progress reports shall be submitted in accordance with the prescribed format provided by the State.
- B. Failure to submit reports as required may result in future invoices being held until the report is submitted.

14. Data Collection, Reporting, and Information Technology (IT) Guidelines

The Contractor shall:

- A. Collect specific data as required by CDPH/OA for the CMP. The Contractor will enter or import the data via an IBM compatible PC using the required standardized statewide system.
- B. Collect and report the CMP minimum required data within the appropriate timeframe. Reporting CMP data to OA is defined as inputting and saving the CMP minimum required client-level data.
- C. The data set includes, but is not limited to:

**Exhibit A, A1
Scope of Work**

- 1) Demographics
 - 2) Medical history
 - 3) Diagnosis
 - 4) Functional level
 - 5) Service care and treatment provided to clients
- D. Have an IBM compatible PC with Microsoft Windows 2000, Windows XP or Windows Vista. New Microsoft Windows operating systems are acceptable as they become available in the future.
- E. For AIDS Regional Information and Evaluation System (ARIES) users, have Internet Explorer 6.0. New versions of Internet Explorer are acceptable as they become available in the future.
- F. For ARIES users, have at least a 56K modem. High speed Internet access is recommended by using a DSL, cable, or satellite connection.
- G. Have access to a laser jet printer that uses 8.5 x 11-inch paper.
- H. Protect client confidentiality and anonymity by every reasonable means, including all of the following:
- 1) Password protection to log on to a personal computer
 - 2) Local Area Network (LAN) drive that is password protected
 - 3) Use encryption software on all mobile devices (whether or not it contains client level data), such as but not limited to: laptops, flash drives, CD ROMs, etc. (refer to the POM for OA Mobile Device Policy/Guidelines)
 - 4) Provide a secure workstation for authorized staff with access to sensitive information
- I. Notify OA staff immediately when a computer is stolen or repaired.
- J. Perform data edits as required by the OA staff; respond within 2 weeks of OA's request.

15. Equipment

This paragraph is in addition to the "Equipment Ownership/Inventory/Disposition" provision in **Exhibit D(F)** of this agreement.

- A. Any equipment purchased or provided by the State under this agreement shall be repaired, at no cost to the State, if damaged while in the possession of the Contractor.
- B. Any equipment purchased or provided by the State under this agreement shall be replaced, at no cost to the State, with equipment of same or greater value and capability if it is lost or stolen while in the possession of the Contractor. Such replacement(s) shall be the property of the State.

Exhibit A, A1
Scope of Work

- C. When invoicing for capital expenditures, complete **Exhibit I** (Contract Equipment Purchased with CDHS Funds) of this agreement. For all equipment purchased with State funds under this agreement, complete **Exhibit J** (Inventory/Disposition of CDHS-Funded Equipment) and return it with this signed agreement.

Exhibit B, A1
Budget
Year 1
July 1, 2007 to June 30, 2008

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$169,228	\$10,975	\$180,203
B. OPERATING EXPENSES	\$5,000	\$4,375	\$9,375
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$3,459	\$41,123	\$44,582
E. INDIRECT COSTS	\$0	\$18,020	\$18,020
TOTAL BUDGET	\$177,687	\$74,493	\$252,180

Exhibit B, A1
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$172,222	\$16,101	\$188,323
B. OPERATING EXPENSES	\$5,000	\$4,600	\$9,600
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$465	\$34,960	\$35,425
E. INDIRECT COSTS	\$0	\$18,832	\$18,832
TOTAL BUDGET	\$177,687	\$74,493	\$252,180

**Exhibit B, A1
Budget
Year 3**

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$172,214	\$24,599	\$196,813
B. OPERATING EXPENSES	\$5,000	\$3,610	\$8,610
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$473	\$26,602	\$27,075
E. INDIRECT COSTS	\$0	\$19,682	\$19,682
TOTAL BUDGET	\$177,687	\$74,493	\$252,180

Exhibit C, A1
Subcontracts for Client Services and
Key Case Management Staff

1. Direct Services

The Contractor shall not, as provider of case management services, also be a provider of direct care services to the same client except with annual written approval from the State. This prohibition applies to any person or entity related to or affiliated with the Contractor, any person or entity with which or whom the Contractor has a substantial financial interest, or any person or entity having a financial interest in the Contractor.

2. Subcontracts for Client Services

This provision is in addition to "Subcontract Requirements" provision in **Exhibit D(F)** of this agreement.

- A. The Contractor is required to subcontract with a sufficient number of service providers to allow the client or client's legal representative to choose from at least three providers for each service whenever possible. Exceptions to this may be allowed on a case-by-case basis. Exemption criteria may include:
- 1) Documentation shows that there is a lack of qualified providers in the area to have three providers for each service,
 - 2) Documentation shows that there are not enough qualified providers willing to accept the current Medi-Cal rates,
 - 3) Documentation shows that an exemption will allow more client choice and continuity of care,
 - 4) The Contractor utilizes service orders or service authorizations to obtain direct care services, or
 - 5) Any other situation deemed reasonable by the Office of AIDS (OA).
- B. Subcontractors must accept Medi-Cal and AIDS Case Management Program (CMP) reimbursement rates as payment in full for services provided. Supplementation of existing rates from other funding sources is allowed only under OA written approval (CMP only). If the Subcontractor will agree to a lower rate, that is acceptable.
- C. The Subcontractor selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential Subcontractors who are not qualified to provide the needed services, and provide for subcontracts with the lowest responsible and responsive bidder(s).
- D. The Contractor shall verify that the Subcontractor and Subcontractor staff meet licensing and certification requirements on at least an annual basis. A copy of such license shall be retained in the Contractor's record. The Contractor shall have a policy and procedure in place to allow a review of the Subcontractors' staff qualifications (i.e., current licensure and certification of a registered nurse, licensed vocational nurse, nutritionist, home health aide, attendant care provider, or psychotherapist).

Exhibit C, A1
Subcontracts for Client Services and
Key Case Management Staff

- E. By July 31 each year, the Contractor must submit a list of all Subcontractors to the Office of AIDS (OA) via the Progress Report. The report must include entity or individual name and the services each provide.
- F. The Subcontractor shall be required to bill the Contractor within 30 calendar days of provision of services to their clients. The Contractors shall bill OA within 30 calendar days of receipt of the Subcontractor's billing to them. The Contractor shall reimburse the Subcontractor within 30 calendar days after receiving reimbursement from the State. It is the Contractor's responsibility to have a system in place to verify that the services being billed for have actually been provided to the clients and that the rate billed to the State is the same as the amount paid to the Subcontractor.
- G. Subcontracts for CMP services must be signed by both the Contractor and Subcontractor before services are provided to a CMP client.

3. Subcontract for Client Services Elements

Each subcontract for services, reimbursed in whole or in part under the contract, shall conform to the approved model format that follows. Contractors may add additional elements as long as the subcontract language is not superseded or changed. Contractors are encouraged to work with their legal advisors in developing subcontract language. The subcontract shall include the following elements:

- A. The title of the program.
- B. Term of contract: The beginning and ending dates, as well as methods of amendment and termination.
- C. Scope of Work: A description of services to be performed and responsibilities of the Subcontractor.
- D. A provision indicating that the Subcontractor is governed by and construed in accordance with all laws, regulations, contractual obligations to which the Contractor is bound.
- E. If the Subcontractor is a Home Health Agency (HHA), a provision that the agency maintains current licensure to operate as a HHA.
- F. A provision that the Subcontractor shall keep all financial records in an organized manner and in accordance with general business standards, pertaining to the goods and services furnished under the terms of the subcontract and be made available for inspection, examination, or copying as follows:
 - 1) by representatives of the State and the United States Department of Health and Human Services;
 - 2) at all reasonable times at the Subcontractor's place of business, or other mutually agreed upon location in California; and

Exhibit C, A1
Subcontracts for Client Services and
Key Case Management Staff

- 3) for at least three years from the close of the fiscal year in which the subcontract was in effect.
- G. Full disclosure of the billing procedures and reimbursement rates.
- H. A provision indicating that the Subcontractor shall hold the State and individuals served under the contract harmless in the event the Contractor cannot or will not pay for services performed by the Subcontractor pursuant to the subcontract.
- I. A provision indicating that the Subcontractor shall submit no claim to, demand or otherwise collect reimbursement from individuals served under the contract (or persons acting on their behalf) for any services reimbursed in whole or in part under the contract, except to collect third-party co-payment or third-party share-of-cost.
- J. A provision indicating that the Subcontractor shall accept Medi-Cal and CMP reimbursement rates as payment in full for services provided. Augmentation of existing rates from other funding sources is allowable only under OA written approval. (CMP only).
- K. A provision indicating that the subcontract may be terminated without cause by either the Contractor or Subcontractor upon 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination.
- L. A provision indicating that the subcontract may be terminated for cause by the Contractor immediately upon determination of noncompliance with the terms of the subcontract. Such notification shall be given in writing and shall state the reason(s) for termination.
- M. A provision indicating that upon termination of the subcontract the Subcontractor will assist in providing for the orderly transition of clients to alternate care options in the community.
- N. A provision indicating that the suspension or revocation of the license, certification, or registration of the Subcontractor shall be grounds for immediate termination of the Subcontractor from participating in the CMP, when such license, certification or registration is required for CMP participation.
- O. A provision indicating that the Subcontract shall have procedures to prevent unauthorized disclosure of confidential client information during acquisition, use, retention, and disposal of the information. All employees of the Subcontractor shall be required to sign an oath of confidentiality.
- P. A provision indicating that the Subcontractor shall comply with the non-discrimination provisions of the Contractor's agreement.
- Q. A provision indicating that the Subcontractor assumes full financial risk for services provided without authorization of the CMP case manager.

Exhibit C, A1
Subcontracts for Client Services and
Key Case Management Staff

- R. A provision indicating that training and preparation of the Subcontractor's employees shall conform to all program requirements that are required of the Contractor's employees and that all licenses and certifications required of staff positions are current and available for annual review.
- S. A provision indicating that prior to the commencement of any work, and at all times during the contract, the Subcontractor shall maintain a general comprehensive insurance policy, including provisions for errors and omissions insurance, to cover damages to persons or property caused by the Subcontractor's employees, agents, or volunteers or occurring on the Subcontractor's premises.
- T. A provision that the Subcontractor has procedures in place for continuity of services in the case of expected or unexpected absences of direct care service providers. The Subcontractor must have a plan for back-up services. Emergency plans must be in place, including efforts to contact, locate and remove clients from their homes, in the case of natural disasters.
- U. A provision indicating that the subcontract shall not be fully executed until signed and dated by both the Contractor and the Subcontractor.

4. Subcontracts for Key Case Management Staff

OA does not encourage subcontracting for Key Case Management Staff (Nurse Case Manager and Social Work Case Manager) for CMP Contractors. However, exceptions may be made on a case-by-case basis. The Contractor must consult the assigned HPA before subcontracting for Key Case Management staff and the following must be documented in the personnel files.

- A. Specific reasons and valid documentation as to why the Contractor cannot employ Key Case Management Staff under their agency.
- B. Assurance that there is no conflict of interest between the Contractor and the proposed Subcontractor.
- C. Assurance that the Contractor has oversight responsibilities for subcontracted Key Case Management Staff and will perform annual evaluations.
- D. Assurance that the Subcontractor is committed to complying with all program requirements relative to the position that they are subcontracted for and are committed to serving the HIV/AIDS community.
- E. Assurance that the subcontracted individual meets the educational and experience requirements outlined in the Joint AIDS Case Management Protocols (JACMP).
- F. Assurance that tuberculosis (TB) screening has been done in accordance with Contractor's requirements.

Exhibit C, A1
Subcontracts for Client Services and
Key Case Management Staff

5. Subcontract for Key Case Management Staff Elements

The following elements are required for a subcontract for Key Case Management Staff. Agencies may include other elements as deemed necessary, as long as those additional elements do not supersede or conflict with those listed here:

- A. Title of Position;
- B. Name of Employee;
- C. Scope of Work to be performed (Duty Statement);
- D. Beginning and ending dates (must be within the terms of the CMP contract with the State and can contain contingency language for renewal, based on availability of funds);
- E. Amount of salary and benefits provided (if any);
- F. Method of payment;
- G. Work hours;
- H. Method of time sheet submittal;
- I. Vacation, sick leave, and other leave allowances;
- J. A statement that the individual meets all JACMP qualifications for the position (copies of licenses and certifications shall be placed in the individual's file);
- K. A statement that the individual has received a copy of and agrees to the personnel policies and procedures required by the agency;
- L. A statement that the individual has received a copy of the employee grievance policies and procedures;
- M. A statement that the individual must be screened and tested for TB and follow State guidelines;
- N. A statement that an oath of confidentiality must be signed;
- O. A statement indicating what staff of the Contractor will supervise the individual;
- P. A statement indicating that staff of the Contractor will perform evaluations and how often the evaluations are done;

Exhibit C, A1
Subcontracts for Client Services and
Key Case Management Staff

- Q. A statement that the subcontract may be terminated without cause by either the Contractor or Subcontractor upon 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination;
- R. A statement that this contract may be terminated for cause by the Contractor immediately upon determination of noncompliance with the terms of this contract. Such notification shall be given in writing and shall state the reason(s) for termination;
- S. A statement that in the event of such termination, either for convenience or cause, in full or in part, Contractor shall take immediate steps to reduce the incurrence of costs by the Subcontractor; and,
- T. A statement that the suspension or revocation of the license, certification, or registration of the Subcontractor shall be grounds for immediate termination of the Subcontractor from participating in the CMP.

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A01

PROGRAM: Early Intervention Program

MOU NUMBER: EIP 07-50/4, A01

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

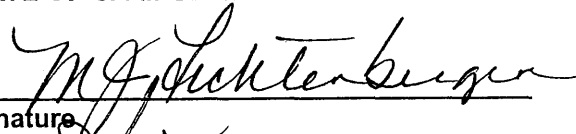
1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

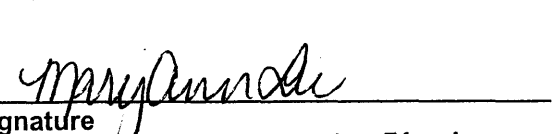
- A. ~~\$437,700~~ **198,355** for the budget period of July 1, 2007 to June 30, 2008.
 - B. ~~\$437,700~~ **198,355** for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$437,700~~ **198,355** for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$443,100~~ **595,065** for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibit A, A1 entitled "Scope of Work," consisting of nine pages.** All further references to Exhibit A entitled "Scope of Work" in the body of this agreement or any attachments thereto shall be deemed to read Exhibit A, A1 entitled "Scope of Work".
 3. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A1 entitled "Budget," Years 1, 2, and 3 consisting of one page each.** All further references to Exhibits B entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibits B, A1 entitled "Budget," Years 1, 2 and 3.
 4. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibit C, A1 entitled "EIP Invoice Format."** All further references to Exhibit C entitled "EIP Invoice Format" in the body of this agreement or any attachments thereto shall be deemed to read Exhibit C, A1 entitled "EIP Invoice Format."
 5. The effective date of this amendment shall be July 1, 2007.
 6. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:

COUNTY OF STANISLAUS:



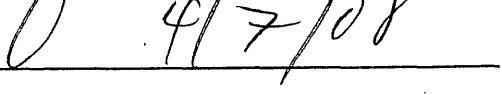
Signature



Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Mary Ann Lee, Managing Director



Date

Printed/Typed Name and Title
4/24/08

Date

Exhibit A, A1
Scope of Work

I. Mission Statement

The goals of the Early Intervention Program (EIP) are: (1) to prolong the health and productivity of HIV-infected persons, and (2) to interrupt the transmission of HIV.

II. Eligibility and Client Enrollment Status

1. Eligibility

HIV-positive persons and at-risk, HIV-negative partners or family members are eligible for EIP enrollment. EIP clients must be 13 years of age or older. Those who are HIV-infected are eligible for all EIP services. At-risk, HIV-negative partners or family members of EIP clients are eligible for appropriate non-medical EIP services and for HIV testing.

2. Enrollment Status

- A. Active Client -- An HIV-infected client enrolled in the EIP is considered *active* as long as: (1) the client receives regular assessments in each of the EIP core service areas (described in Section III.1. below) at six month intervals, (2) the client is provided all necessary and appropriate services on an ongoing basis, as determined by the assessment process, and (3) the EIP medical services continue to meet the client's medical needs, i.e., ongoing intensive or end-stage medical care is not necessary. At risk HIV-negative clients are active as long as their psychosocial/case management, treatment/health education, and/or transmission prevention/risk reduction needs are assessed at six-month intervals and services are provided as needed.
- B. Transitioned Client -- An enrolled HIV-positive EIP client whose medical needs intensify, *requiring ongoing, intensive medical care beyond the scope of EIP*, remains eligible for participation in the non-medical components of EIP but should be referred to an HIV/AIDS medical provider able to provide intensive and/or end-stage care. This client is considered *transitioned* because he or she is receiving all EIP services except medical. To remain in the EIP, these persons must continue to receive non-medical assessments and services, as appropriate.
- C. Disenrolled Clients -- Clients should be disenrolled from EIP if they voluntarily choose to end their participation, are lost to follow-up, move out of the area, are deceased, or have successfully accessed another source(s) of comprehensive HIV/AIDS services. A client who has not accessed services and/or has not responded to multiple attempts to contact him/her for six months beyond the last scheduled assessment appointment should be *disenrolled*.

Exhibit A, A1
Scope of Work

III. Core Services

The Contractor's EIP site (~~i.e., Early Intervention Project, Women's Early Intervention Center~~) shall maintain an active caseload of at least 62 70 clients. An EIP site funded as a Community of Color (COC) project must serve a caseload that is at least 75 percent people of color.

All EIP clients shall receive assessments in core service areas every six months, and all clients shall receive necessary, appropriate, ongoing services based on the periodic assessments and resulting individual service plans.

1. **EIP services** to be provided, as client needs dictate, include, but are not limited to:
 - A. **Medical Evaluation and Minor (or Limited) Medical Services** -- medical evaluations of EIP clients' health status and health care needs through comprehensive, physical examinations and laboratory evaluations. Medical services include the prescribing and monitoring of prophylactic and antiretroviral therapies, as well as outpatient preventive and therapeutic medical services related to HIV infection. Medication/drug costs are *not* allowable.
 - B. **HIV Transmission Risk Reduction** -- interventions and strategies to eliminate or reduce high-risk HIV transmission behaviors. Risk reduction services include, but are not limited to, an assessment of each client's transmission risk and, if needed, risk behavior change intervention and support (including referrals to specialized interventions and/or programs). These services may also include education about the transmission risks associated with various behaviors, laboratory tests for sexually transmitted disease (STD) screening, and skills building. Women should be advised about the risks of transmitting the virus if pregnant or to their breastfeeding infant, and treatment options that would limit vertical transmission should be discussed.
 - C. **Psychosocial Services** -- a psychological and social evaluation by a mental health practitioner to assess a client's emotional and interpersonal adjustment to living with HIV infection. It includes, but is not limited to, social history, mental status, and a basic living needs assessment. Individual or couples short-term psychosocial counseling services or support groups may be provided. EIP sites may also provide crisis-counseling services. If clients need long-term psychotherapy or psychiatric care, they should be referred and linked to other mental health services.

Exhibit A, A1
Scope of Work

- D. **Health and Treatment Education** -- services provided to encourage and assist EIP clients in maximizing their health, productivity and quality of life. Health Education includes an assessment of each client's knowledge about basic body functions and health and nutrition in general, as well as their understanding of HIV disease, including its effects and transmission risk. The Treatment Education component includes information and strategies that help clients make treatment decisions, manage side effects, and achieve and maintain adherence to treatment and care plans.
 - E. **Case Management** -- the process through which a case manager coordinates a core case management team to accomplish the functions of initial and ongoing comprehensive client assessments and the development, implementation, and evaluation of the Individual Service Plan. The case manager is also responsible for providing referrals and linkages with appropriate client services (e.g., practical support including transportation, food, and housing, benefits counseling, and alcohol and drug treatment services, etc.) and serving as the client's advocate.
2. For selected EIP sites, participation in **Positive Changes** (formerly known as HIV Transmission Prevention Program (HTPP)) includes the following services and standards:
- A. The Contractor, via a Positive Changes Risk Reduction Specialist, will provide intensive HIV risk reduction behavior change interventions and support for high risk, HIV-infected individuals enrolled in the EIP who are experiencing difficulty initiating or sustaining practices that reduce or prevent HIV transmission. The Risk Reduction Specialist, who is a member of the EIP interdisciplinary team, has separate and distinct duties from the EIP mental health practitioner performing EIP psychosocial assessments and services.
 - B. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:
 - 1) Demonstrate the availability of sufficient numbers of clients assessed at very high risk for transmitting HIV.
 - 2) Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 - 3) Hire a licensed mental health clinician as the Risk Reduction Specialist to work exclusively with clients who may have failed to respond to less intensive methods of risk reduction and who continue to engage in behaviors/activities that will transmit HIV.

Exhibit A, A1
Scope of Work

- 4) Commit the Risk Reduction Specialist to participate in ongoing staff trainings including, but not limited to, attendance at the required Positive Changes meetings and/or trainings and attendance at the statewide EIP Conference.
3. For selected EIP sites, participation in the **Bridge Project** includes the following services and standards:
- A. The Contractor, via a Bridge Worker, gradually engages HIV-infected persons who are out of care or lost to care into the full range of available HIV care, treatment, and prevention services. Target populations are those out-of-care, HIV-infected persons of color or other vulnerable and/or marginalized populations who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. As a member of the EIP interdisciplinary team, the Bridge Worker will take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in EIP services. When the EIP is not the best option for an HIV-infected person, the Bridge Worker may link and support the individual in accessing other suitable care and treatment services. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:
 - 1) Hire an individual as the Bridge Worker who reflects the community being served and who must have significant experience in at least three of the following areas: street-based outreach, HIV counseling and testing, prevention case management, psychotherapy or counseling, health education, or HIV case management.
 - 2) Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 - 3) Be able to commit the Bridge Worker to participate in ongoing staff trainings including, but not limited to, certification as an HIV treatment educator, attendance at the statewide EIP Conference or regional trainings and other required Bridge Project meetings and/or trainings.

Exhibit A, A1
Scope of Work

- 4. For selected EIP sites, participation in Pathways includes the following services and standards:**
- A. The Contractor, via a Pathways specialist, will provide a variety of outpatient mental health and substance abuse services to EIP clients diagnosed with substance abuse and/or mental health disorders. The Pathways specialist will function as a member of the EIP interdisciplinary team. Examples of duties include, but are not limited to, the following: screen and assess for the presence of co-occurring disorders; assess acute mental health risk and provide crisis or other intervention as needed; provide individual, family and group counseling for EIP clients around topics related to substance abuse and mental health problems; assist with client education and adherence with psychotropic medications; consult with psychiatrists, medical providers, and other service providers as needed to ensure appropriate client care; participate in regular clinical consultation sessions with experienced peers; and assist the EIP team in developing and implementing an Individual Service Plan for each Pathways client.**
- B. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:**
- 1. Demonstrate the availability of sufficient numbers of clients who are multiply- diagnosed (HIV-infected with substance abuse and/or mental health disorders).**
 - 2. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.**
 - 3. Hire a licensed mental health clinician (i.e., M.F.T., L.C.S.W., Psy.D., Ph.D. in psychology) as the Pathways specialist to work with EIP clients who are multiply-diagnosed.**
 - 4. Commit the Pathways specialist to participate in ongoing staff trainings including, but not limited to, attendance at the required Pathways meetings and/or trainings and attendance at the statewide EIP Conference.**

Exhibit A, A1
Scope of Work

4. ~~5.~~ Selected EIP sites are specifically funded for **Treatment Educator** positions. This includes the following services and standards:
- A. The Contractor, via a Treatment Educator, will provide comprehensive HIV treatment, adherence and clinical trials education to clients. The Treatment Educator will provide information and facilitate access to HIV treatments, clinical trials, and other programs that can increase access to treatments. The Treatment Educator will work closely with members of the EIP interdisciplinary team and will keep clients updated on treatment and adherence information. The Treatment Educator must be knowledgeable about side effects and drug interactions between HIV antiretroviral medications, other HIV/AIDS related treatments, medications unrelated to HIV and recreational/street drugs. The Treatment Educator will work closely with the EIP team to identify individual cofactors that may influence medication options and challenge client's adherence to an antiretroviral medication regimen; i.e., consistent and flexible access to food and water, ability to maintain dosing schedules with the client's lifestyle. The Treatment Educator will work with the client to create a treatment adherence plan. The Treatment Educator will function as an integral part of the client's support team.
 - B. The Contractor must commit the Treatment Educator to participation in meetings or trainings, including successful completion of training to be a certified Treatment Educator as well as the statewide EIP conference or regional trainings.
- ~~5.~~ 6. These services must be provided for clients living in the Contractor's service area, which includes **Stanislaus and Tuolumne Counties**. Clients living outside of the service area may also be served, but priority shall be given to providing EIP services for clients living within the service area. Services may not be denied due to the lack of ability to pay for services. Services may not be denied based on immigration status. Services may not be denied based on area of residence within California.

IV. Program Standards

The EIP Contractor must adhere to the following minimum program standards:

1. The Contractor must have the organizational and administrative capabilities to support the program services and activities. The Project Director is responsible for quality assurance and utilization review activities for the Project/Center as required by the current EIP Protocol.
2. The Contractor must maintain personnel records and assure that staff meet appropriate levels of licensure, certification, education, and experience as required in the current EIP Protocol.

Exhibit A, A1
Scope of Work

3. The Contractor ensures that the Project/Center responds to the needs of the clients in its service area, is sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and provides services that are linguistically and culturally appropriate as required by the current EIP Protocol. EIP services may not be denied due to immigration status or place of residence within California.
4. The Contractor ensures that client records are updated in a timely manner; are protected from theft, destruction, and unauthorized access and are kept confidential at all times, as detailed in the current EIP Protocol.
5. The Contractor assures that appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment are available for the provision of EIP services and practical support functions, as detailed in the current EIP Protocol. All EIP facilities must be approved by the ~~California Department of Health Services, Office of AIDS (CDHS/OA)~~ **California Department of Public Health, Office of AIDS (CDPH/OA)** EIP before implementation of EIP services and before a change in EIP location.
6. The Contractor ensures the protection of the client's privacy and confidentiality at all times, as detailed in the current EIP Protocol. In addition, federal law requires that individuals have a right of access to inspect and obtain a copy of their protected health information (PHI) in a designated record set, for as long as the health information is maintained by a ~~CDHS~~ **CDPH** health plan, ~~CDHS~~ **CDPH** providers, or business associates. There are limited exceptions to an individual's right of access PHI. (45 C.F.R. s 164.524).
7. The Contractor accurately and consistently collects data on all EIP clients in a manner that is consistent with the current EIP Protocol. The Contractor must have data reporting capabilities sufficient to comply with the EIP Data Reporting Procedures specified in the EIP Protocol, including computer hardware, software, staff, etc.
8. The Contractor ensures that study questionnaires are not administered to, and research projects are not conducted on EIP clients without prior consent of the ~~CDHS~~ **CDPH/OA/EIP**. Contractor additionally ensures that clients are fully informed and provide written consent for participation in any study questionnaires and/or research activities.
9. The Contractor ensures that each EIP client's core case management team meets on a regular, on-going basis to assess and meet the needs of the EIP client through coordinated care.

Exhibit A, A1
Scope of Work

10. The Contractor identifies public and private payers of early intervention services and makes appropriate efforts to maximize reimbursements. The EIP staff determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine a client's share-of-cost. The Contractor shall place any income generated by the EIP into an identifiable account to be used exclusively for the enhancement or augmentation of the EIP site or returned to the CDHS CDPH/OA. Early intervention services shall not be denied due to inability to pay for services.
11. The Contractor must adhere to all provisions of the current EIP Protocol, as well as guidelines and advisories for EIP and/or its associated programs, Positive Changes, Bridge Project, or Treatment Education. The Contractor ensures compliance with these program standards unless variations have been reviewed and approved in writing by the CDHS CDPH/OA/EIP prior to implementation.

V. Meetings or Trainings

1. The Contractor must agree to send at least one person from each EIP discipline (case manager, mental health practitioner, medical clinician, health educator, administrator, support staff; and, if applicable, risk reduction specialist, bridge worker, and treatment educator) to the statewide EIP conference or regional trainings and should budget accordingly. This applies to each EIP site, including Women's Centers and Regional Rural Projects. Laboratorians, nutritionists, and local HIV/AIDS care providers may also attend the EIP conference or regional trainings as space permits.

VI. Definitions:

1. A Core Case Management Team is the interdisciplinary team of EIP staff who assess and meet the appropriate needs of an EIP client including, but not limited to medical clinician, health educator, mental health practitioner, case manager, risk reduction specialist, treatment educator/advocate, bridge worker, and the client.
2. An Individual Service Plan is the individualized plan written (or revised) after each periodic set of EIP assessments (i.e., "comprehensive assessment") to define priority areas for needed services and the steps to be taken to meet client needs. It is designed to assist in the coordination of the client's care.
3. A Comprehensive Assessment is a complete series of assessments and evaluations that takes place for each client every six months, at a minimum. The comprehensive assessment includes the following components: medical, transmission risk reduction, psychosocial, health/treatment education, and case management.

Exhibit A, A1
Scope of Work

4. A Regional Rural Early Intervention Project is a network of rural EIP sites within a geographic area comprised of two or more counties or local health jurisdictions. Some rural regions are divided into sub-regions for service delivery. EIP services must be accessible, equitable, and consistent throughout the region.

**Exhibit B, A1
Budget
Year 1**

July 1, 2007 to June 30, 2008

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$99,532	\$43,077	\$142,609
B. OPERATING EXPENSES	\$25,200	\$4,800	\$30,000
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$6,500	\$1,000	\$7,500
E. INDIRECT COSTS	\$6,468	\$11,778	\$18,246
TOTAL BUDGET	\$137,700	\$60,655	\$198,355

Exhibit B, A1
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$104,439	\$38,170	\$142,609
B. OPERATING EXPENSES	\$25,200	\$4,800	\$30,000
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$6,500	\$1,000	\$7,500
E. INDIRECT COSTS	\$1,561	\$16,685	\$18,246
TOTAL BUDGET	\$137,700	\$60,655	\$198,355

**Exhibit B, A1
Budget
Year 3**

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$109,661	\$32,948	\$142,609
B. OPERATING EXPENSES	\$22,539	\$7,461	\$30,000
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$5,500	\$2,000	\$7,500
E. INDIRECT COSTS	\$0	\$18,246	\$18,246
TOTAL BUDGET	\$137,700	\$60,655	\$198,355

**Exhibit C A1
EIP Invoice Format**

County of Stanislaus
07-65089 A01
EIP 07-50/4, A01

**MUST BE PRINTED ON
AGENCY LETTERHEAD**

OA Tracking #:

OA Date Stamp

Contractor Name (as it appears on the STD 213) _____

Contract Number _____

Mailing Address _____

MOU Number _____

Period of Service (month / year) _____

Program Name: Early Intervention Program

		Amounts
A.	PERSONNEL	\$ <input style="width: 120px; height: 20px;" type="text"/>
	EIP	\$
	Positive Changes	\$
	Bridge	\$
	Pathways	\$
B.	OPERATING EXPENSE	\$ <input style="width: 120px; height: 20px;" type="text"/>
	EIP	\$
	Positive Changes	\$
	Bridge	\$
	Pathways	\$
C.	CAPITAL EXPENDITURES	\$ <input style="width: 120px; height: 20px;" type="text"/>
	EIP	\$
	Positive Changes	\$
	Bridge	\$
	Pathways	\$
D.	OTHER COSTS	\$ <input style="width: 120px; height: 20px;" type="text"/>
	EIP	\$
	Positive Changes	\$
	Bridge	\$
	Pathways	\$
E.	INDIRECT COSTS	\$ <input style="width: 120px; height: 20px;" type="text"/>
	EIP	\$
	Positive Changes	\$
	Bridge	\$
	Pathways	\$
TOTAL INVOICE		\$ <input style="width: 120px; height: 20px;" type="text"/>
	EIP	\$
	Positive Changes	\$
	Bridge	\$
	Pathways	\$
I hereby certify that the amount claimed is accurate and a true representation of the amount owed.		
Authorized Signature		Date
Print name of authorized signature		Title

OA Review:

(Initial & Date)

California Department of Public Health Use Only

California Department of Public Health
Office of AIDS
MS 7700
P.O. Box 997426
Sacramento, CA 95899-7426

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A01

PROGRAM: HIV Prevention Program

MOU NUMBER: PREV 07-50/1, A01

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

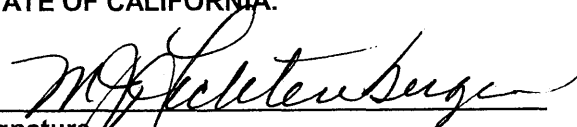
1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. ~~\$138,907~~ **182,266** for the budget period of July 1, 2007 to June 30, 2008.
 - B. \$138,907 for the budget period of July 1, 2008 to June 30, 2009.
 - C. \$138,907 for the budget period of July 1, 2009 to June 30, 2010.
 - D. \$446,724 **460,080** for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add seven pages to Exhibit A, entitled "Scope of Work," Year 1 and shall read as follows:

Exhibit A, entitled "Scope of Work," Year 1 consisting of ~~43~~ **20** pages.
 3. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibit B, A1, entitled "Budget," Year 1 consisting of one page.** All further references to Exhibit B, entitled "Budget," Year 1 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B, A1, entitled "Budget," Year 1.
 4. The effective date of this amendment shall be July 1, 2007.
 5. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:



Signature

Michelle Roland, M.D., Division Chief
Office of AIDS



Date

COUNTY OF STANISLAUS:



Signature

Mary Ann Lee, Managing Director

Printed/Typed Name and Title



Date

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

Part I: CLIENT SERVICES

Goal 1: HIV-positive individuals in Stanislaus County will gain the skills, knowledge, self-efficacy and support to prevent the spread of HIV to their partners and to improve their quality of life.

Objective 1A: By June 30, 2008, at least 20 HIV-positive English-speaking adult men who have sex with females (MSF), age 19 and older, will attend a six to eight session Prevention with Positives (PWP) series, which will cover areas such as health and wellness, psychosocial issues, communication and prevention skill building.

a. **Summary:** HIV-positive English speaking MSF will attend a multi-session educational risk-reduction intervention designed to better quality of life, reduce stress, improve communication and build skills for HIV prevention. Each session will be two hours in length and each course will have between six and eight sessions. Sessions will be held at least twice a year. Specific topics will be determined by the group and through evaluations, but will cover HIV status disclosure, dealing with medication adherence and side effects, safer-sex negotiations, and mental health. Program staff will also encourage attendance at support groups and participation in Partner Counseling and Referral Services (PCRS). Participants will receive a \$5 non-cash incentive for each session attended.

b. **Service Provider Collaboration:** Program staff will meet with local AIDS service organizations, Ryan White AIDS Case Management staff, Early Intervention Program (EIP) staff and local physicians who treat HIV clients to advertise and provide referrals for the courses.

c. **Intervention Type:** Group Level Intervention (GLI)

d. **Behavioral Risk Group/Target Size:** HIV-positive MSF/20

e. **Key activities:**

e.1. By October 1, 2007, promotional materials will be developed to recruit clients for this program. Information will be disseminated to the Specialty Clinic, EIP program, AIDS Case Management, Stanislaus Community Assistance Project (SCAP) and through current staff who serve HIV clients.

e.2. By October 1, 2007, staff working in this program will be identified and trained.

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

- e.3. By October 15, 2007, all educational materials will be purchased for the program.
 - e.4. By October 15, 2007, a schedule will be established for all sessions.
 - e.5. By October 22, 2007, a curriculum will be developed and finalized for the first course.
 - e.6. By October 22, 2007, clients will be recruited for the first course.
 - e.7. By November 1, 2007, the first course will begin.
 - e.8. By February 25, 2008, clients will be recruited for the second course.
 - e.9. By March 1, 2008, the second course will begin.
- f. Process evaluation:**
- f.1. The ELI Group Self Administered Questionnaire (GSAQ) will be completed for all group sessions. These forms will be entered into ELI within one calendar week.
 - f.2. Any new facilitators will attend the Office of AIDS (OA) group facilitation training.
 - f.3. All program participants will fill out an evaluation at the end of the course to gain feedback on program elements and staff, to assess the perceived benefits of the education, to determine comfort and perceived ability to implement HIV risk-reduction behaviors, and to solicit suggestions for improvement.

Objective 1B: By June 30, 2008, at least 20 HIV-positive English-speaking adult females, age 19 and older, will attend six to eight sessions in the PWP series, which will cover areas such as, health and wellness, psychosocial issues, communication and prevention skill building.

a. Summary: HIV-positive English speaking females will attend a multi-session educational intervention designed to better quality of life, reduce stress, improve communication and build skills for HIV prevention. Each session will be two hours in length and each session will have between six and eight sessions. Sessions will be held at least twice a year. Specific topics will be determined by the group and through evaluations, but will cover HIV status disclosure, dealing with medication adherence and side effects, safer-sex negotiation, and mental health. Program staff will also encourage attendance at support groups and participation in PCRS. Participants will receive a \$5 non-cash incentive for each session attended.

b. Service Provider Collaboration: Program staff will meet with local AIDS service organizations, Ryan White AIDS Case Management staff, Early Intervention Program (EIP) staff and local physicians who treat HIV clients to advertise and provide referrals for the courses.

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

- c. **Intervention Type:** Group Level Intervention (GLI)
- d. **Behavioral Risk Group/Target Size:** HIV-positive females/20
- e. **Key activities:**
 - e.1. By October 1, 2007, promotional materials will be developed to recruit clients for this program. Information will be disseminated to the Specialty Clinic, EIP program, AIDS Case Management, SCAP and through current staff who serve HIV clients.
 - e.2. By October 1, 2007, staff working in this program will be identified and trained.
 - e.3. By October 15, 2007, all educational materials will be purchased for the program.
 - e.4. By October 15, 2007, a schedule will be established for all sessions.
 - e.5. By October 22, 2007, a curriculum will be developed and finalized for the first course.
 - e.6. By October 22, 2007, clients will be recruited for the first course.
 - e.7. By November 1, 2007, the first course will begin.
 - e.8. By February 25, 2008, clients will be recruited for the second course.
 - e.9. By March 1, 2008, the second course will begin.
- f. **Process evaluation:**
 - f.1. The ELI GSAQ will be completed for all group sessions. These forms will be entered into ELI within one calendar week.
 - f.2. Any new facilitators will attend the OA group facilitation training.
 - f.3. All program participants will fill out an evaluation at the end of the course to gain feedback on program elements and staff, to assess the perceived benefits of the education, to determine comfort and perceived ability to implement HIV risk-reduction behaviors, and to solicit suggestions for improvement.

Objective 1C: By June 30, 2008, at least 20 HIV-positive Spanish-speaking adult females, age 19 and older, will attend six to eight sessions in the PWP series, which will cover areas such as, health and wellness, psychosocial issues, communication and prevention skill building.

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

- a. **Summary:** HIV-positive Spanish speaking females will attend a multi-session educational intervention designed to better quality of life, reduce stress, improve communication and build skills for HIV prevention. Each session will be two hours in length and each session will have between six and eight sessions. Sessions will be held at least twice a year. Specific topics will be determined by the group and through evaluations, but will cover HIV status disclosure, dealing with medication adherence, and side effects, safer-sex negotiations, and mental health. Program staff will also encourage attendance at support groups and participation in PCRS. Participants will receive a \$5 non-cash incentive for each session attended.
- b. **Service Provider Collaboration:** Program staff will meet with local AIDS service organizations, Ryan White AIDS Case Management staff, EIP staff and local physicians who treat HIV clients to advertise and provide referrals for the sessions.
- c. **Intervention Type:** Group Level Intervention (GLI)
- d. **Behavioral Risk Group/Target Size:** HIV-positive Spanish-speaking females/20
- e. **Key activities:**
- e.1. By October 1, 2007, promotional materials will be developed to recruit clients for this program. Information will be disseminated to the Specialty Clinic, EIP program, AIDS Case Management, SCAP and through current staff who serve HIV clients.
 - e.2. By October 1, 2007, staff working in this program will be identified and trained.
 - e.3. By October 15, 2007, all educational materials will be purchased for the program.
 - e.4. By October 15, 2007, a schedule will be established for all sessions.
 - e.5. By October 22, 2007, a curriculum will be developed and finalized for the first course.
 - e.6. By October 22, 2007, clients will be recruited for the first course.
 - e.7. By November 1, 2007, the first course will begin.
 - e.8. By February 25, 2008, clients will be recruited for the second course.
 - e.9. By March 1, 2008, the second course will begin.
- f. **Process evaluation :**
- f.1. The ELI GSAQ will be completed for all group sessions. These forms will be entered into ELI within one calendar week.
 - f.2. Any new facilitators will attend the OA group facilitation training.

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

- f.3.** All program participants will fill out and evaluation at the end of the session to gain feedback on program elements and staff, to assess the perceived benefits of the education, to determine comfort and perceived ability to implement HIV risk-reduction behaviors, and to solicit suggestions for improvement.

Goal 2: Reduce the number of new HIV infections in Stanislaus County.

Objective 2A: By June 30, 2008, at least 250 hits will be recorded and 25 testing referrals made from the Stanislaus County HIV website www.negativeorpositive.com.

a. Summary: Stanislaus County has created a specific website for the community targeting HIV prevention for both HIV-positive and HIV-negative individuals. The website is called www.negativeorpositive.com. This website provides safer-sex and prevention messages, resource information on HIV counseling and testing, Sexually Transmitted Disease (STD) screening, and statistics. The site allows print out of a referral slip to take to an anonymous HIV counseling and testing site. Anonymous questions will be answered through the website by email and phone (209-558-STDS) which will link to a Health Educator at the Public Health Department. The site is also linked to the Stanislaus PRIDE Center website (www.stanislauspridecenter.com), to target the Lesbian, Gay, Bisexual, and Transgender (LGBT) population. The website will be maintained with periodic updates, new information and events, as well as, materials review.

b. Intervention Type: Health Communications/Public Information (HC/PI)

c. Behavioral Risk Group/Target Size: MSM/250 hits to website and 25 testing referrals.

d. Key activities:

d.1. October 31, 2007, a webmaster will be hired to update the website.

d.2. Materials will be reviewed periodically by Public Health staff and changes made in collaboration with the web designer.

e. Process Evaluation:

e.1. Website traffic will be monitored by a monthly review of the number of "hits" on the site.

e.2. Testing referral slips downloaded from the website will be tracked and monitored as clients come in to the clinic for anonymous testing.

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

- e.3. ELI information will be collected for input quarterly through the HC/PI form.
- e.4. A copy of all confidential email questions will be printed and filed for documentation of the encounter. A log will be kept of all phone conversations through the anonymous STD hotline.
- e.5. All contacts through anonymous calls and emails will be asked their gender, age, and sexual orientation and this information will be logged.

Part II: OTHER ACTIVITIES

GOAL 1: Increase the effectiveness of HIV prevention activities among African American men and women in Stanislaus County and the Central Valley.

Objective 1A: By June 30, 2008, the Central Valley African American HIV/AIDS Coalition (CVAABC) will meet monthly to review, assess, and strengthen capacity of HIV education and prevention activities.

a. Key Activities:

- a.1. By August 1, 2007, membership of the CVAABC will be reviewed to determine if target communities are adequately represented.
- a.2. On-going membership recruitment will be conducted to maintain parity, representation, and inclusion.
- a.3. Member orientation will be provided for new and returning members.
- a.4. By December 1, 2007, by-laws and policies and procedures will be developed.
- a.5. By January 1, 2008, strategies will be developed to strengthen capacity of HIV education and prevention activities in the Central Valley.

b. Process Evaluation:

- b.1. Member sign-in will be maintained for each meeting.
- b.2. Minutes and agenda will be kept on file at the Public Health Department.

GOAL 2: Reduce the number of new HIV infections in Stanislaus County through increasing the effectiveness of Partner Counseling and Referral Services (PCRS).

Exhibit A
One-Time Augmentation
Scope of Work-Year 1
July 1, 2007 to June 30, 2008

Objective 2A: By June 30, 2008, the local AIDS service organizations, Ryan White AIDS Case Management staff, EIP staff and local physicians who treat HIV clients will be contacted weekly and meet monthly to review PCRS activities.

a. Key activities

- a.1. By November 1, 2007, information will be disseminated to the Specialty Clinic, EIP program, AIDS Case Management, SCAP and through current staff who serve HIV clients.
- a.2. By November 1, 2007, staff working in this program will be identified and trained.
- a.3. By November 1, 2007, a schedule will be established for all meetings.

b. Process evaluation:

- b.1. Sign-in will be maintained for each meeting.
- b.2. The original client form will be completed and submitted to the state on a monthly basis.

Exhibit B, A1
Budget
Year 1

July 1, 2007 to June 30, 2008

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$106,068	\$28,562	\$134,630
B. OPERATING EXPENSES	\$16,929	\$10,513	\$27,442
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$0	\$0	\$0
E. INDIRECT COSTS	\$15,910	\$4,284	\$20,194
TOTAL BUDGET	\$138,907	\$43,359	\$182,266

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (10/08)

Check here if additional pages are added: 1 Page(s)

Agreement Number 07-65089	Amendment Number A02
Registration Number:	

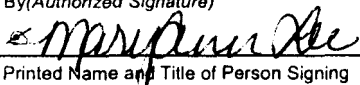
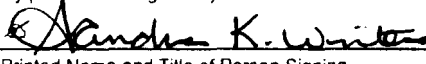
1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name (Also known as CDPH, CDHS, DHS or the State)
California Department of Public Health

 Contractor's Name (Also referred to as Contractor)
County of Stanislaus
2. The term of this Agreement is: **July 1, 2007** through **June 30, 2010**
3. The maximum amount of this Agreement is: **\$ 2,300,562**
 Agreement after this amendment is: **Two Million, Three Hundred Thousand, Five Hundred Sixty-Two 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. **Amendment effective date:** July 1, 2008
 - II. **Purpose of amendment:** This amendment reflects a decrease in Year 2 and Year 3 for HIV Counseling and Testing, Early Intervention, AIDS Case Management and HIV/AIDS Surveillance programs.
 - III. 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~~).
 - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is decreased by **\$35,148** and is amended to read: ~~\$2,335,710 (Two Million, Three Hundred Thirty-Five Thousand, Seven Hundred Ten Dollars)~~ **\$2,300,562 (Two Million, Three Hundred Thousand, Five Hundred Sixty-Two Dollars)**.

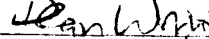
(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus		BOARD OF SUPERVISORS 2009 APR 28 A 11:17
By (Authorized Signature) 	Date Signed (Do not type) 3/9/09	
Printed Name and Title of Person Signing Mary Ann Lee, Managing Director		
Address 830 Scenic Drive Modesto, CA 95350		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input checked="" type="checkbox"/> Exempt per: OOA Transaction is PCC exempt per applicable Budget Act.
By (Authorized Signature) 	Date Signed (Do not type) 4/13/09	
Printed Name and Title of Person Signing Margie Sunahara, Chief, Contract Management and Purchasing Services Section		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

APPROVED AS TO FORM:

BY:  DATE: **4/23/09**

V. Provision 4 (Amounts Payable) of the Exhibit B – Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

Program	Year 1	Year 2	Year 3	Total
HIV Prevention	\$182,266	\$138,907	\$138,907	\$460,080
HIV Counseling and Testing	\$114,675	\$114,675	\$114,675	\$344,025
HIV/AIDS Surveillance	\$ 60,000	\$ 60,000	\$ 60,000	\$180,000
Early Intervention	\$198,355	\$198,355	\$198,355	\$595,065
AIDS Case Management	\$252,180	\$252,180	\$252,180	\$756,540
		<u>\$109,612</u>	<u>\$109,612</u>	<u>\$333,899</u>
		<u>\$ 57,900</u>	<u>\$ 57,900</u>	<u>\$175,800</u>
		<u>\$196,455</u>	<u>\$196,455</u>	<u>\$591,265</u>
		<u>\$243,669</u>	<u>\$243,669</u>	<u>\$739,518</u>

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VI. All other terms and conditions shall remain the same.

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A02

PROGRAM: HIV Counseling and Testing

MOU NUMBER: HIV 07-50/2, A01

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$114,675 for the budget period of July 1, 2007 to June 30, 2008.
 - B. ~~\$114,675~~ **109,612** for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$114,675~~ **109,612** for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$344,025~~ **333,899** for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A1, entitled "Budget," Years 2 and 3 consisting of one page each**. All further references to Exhibits B, entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B, entitled "Budget," Year 1, Exhibit B, A1 entitled "Budget", Year 2 and Exhibit B, A1 entitled "Budget", Year 3.
 3. The effective date of this amendment shall be July 1, 2008.
 4. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:



Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Date

3/17/09

COUNTY OF STANISLAUS:



Signature

MARY ANN LEE

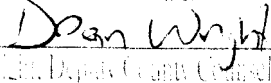
MANAGING DIRECTOR

Printed/Typed Name and Title

Date

3/19/09

APPROVED AS TO FORM:

BY: 
Dean Wright, Deputy County Counsel

DATE: 3/23/09

Exhibit B, A1
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$0	\$17,677	\$17,677
B. OPERATING EXPENSES	\$0	\$5,142	\$5,142
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$114,675	(\$27,882)	\$86,793
E. INDIRECT COSTS	\$0	\$0	\$0
TOTAL BUDGET	\$114,675	(\$5,063)	\$109,612

Exhibit B, A1
Budget
Year 3

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$0	\$17,677	\$17,677
B. OPERATING EXPENSES	\$0	\$5,142	\$5,142
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$114,675	(\$27,882)	\$86,793
E. INDIRECT COSTS	\$0	\$0	\$0
TOTAL BUDGET	\$114,675	(\$5,063)	\$109,612

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A02

PROGRAM: Early Intervention Program

MOU NUMBER: EIP 07-50/4, A02

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$198,355 for the budget period of July 1, 2007 to June 30, 2008.
 - B. ~~\$198,355~~ **196,455** for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$198,355~~ **196,455** for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$595,065~~ **591,265** for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A2, entitled "Budget," Years 2 and 3 consisting of one page each.** All further references to Exhibits B, entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B, A1 entitled "Budget," Year 1, Exhibit B, A2 entitled "Budget", Year 2 and Exhibit B, A2 entitled "Budget", Year 3.
3. The effective date of this amendment shall be July 1, 2008.
4. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:



Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Date

3/17/09

COUNTY OF STANISLAUS:



Signature

MARY ANN LEE MANAGING DIRECTOR

Printed/Typed Name and Title

Date

3/19/09

APPROVED AS TO FORM:

BY: Dean Wright
Dean Wright, Deputy County Counsel

DATE: 3/23/09

Exhibit B, A2
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$142,609	(\$1,951)	\$140,658
B. OPERATING EXPENSES	\$30,000	\$0	\$30,000
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$7,500	\$51	\$7,551
E. INDIRECT COSTS	\$18,246	\$0	\$18,246
TOTAL BUDGET	\$198,355	(\$1,900)	\$196,455

Exhibit B, A2
Budget
Year 3

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$142,609	(\$1,951)	\$140,658
B. OPERATING EXPENSES	\$30,000	\$0	\$30,000
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$7,500	\$51	\$7,551
E. INDIRECT COSTS	\$18,246	\$0	\$18,246
TOTAL BUDGET	\$198,355	(\$1,900)	\$196,455

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A02

PROGRAM: AIDS Case Management Program

MOU NUMBER: CMP 07-50/5, A02

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$252,180 for the budget period of July 1, 2007 to June 30, 2008.
 - B. ~~\$252,180~~ **243,669** for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$252,180~~ **243,669** for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$756,540~~ **739,518** for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A2, entitled "Budget," Years 2 and 3 consisting of one page each.** All further references to Exhibits B, entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B, A1 entitled "Budget," Year 1, Exhibit B, A2 entitled "Budget", Year 2 and Exhibit B, A2 entitled "Budget", Year 3.
3. The effective date of this amendment shall be July 1, 2008.
4. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:

Chris Nelson

Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Date

3/17/09

COUNTY OF STANISLAUS:

Mary Ann ...

Signature

MARY ANN ... ASSISTING DIRECTOR

Printed/Typed Name and Title

Date

3/19/09

APPROVED AS TO FORM:

BY: *Dean Wright* DATE: *2/23/09*
Dean Wright, Deputy County Counsel

Exhibit B, A2
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$188,323	\$0	\$188,323
B. OPERATING EXPENSES	\$9,600	\$0	\$9,600
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$35,425	(\$8,511)	\$26,914
E. INDIRECT COSTS	\$18,832	\$0	\$18,832
TOTAL BUDGET	\$252,180	(\$8,511)	\$243,669

Exhibit B, A2
Budget
Year 3

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$196,813	\$0	\$196,813
B. OPERATING EXPENSES	\$8,610	\$0	\$8,610
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$27,075	(\$8,511)	\$18,564
E. INDIRECT COSTS	\$19,682	\$0	\$19,682
TOTAL BUDGET	\$252,180	(\$8,511)	\$243,669

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 07-65089, A02

PROGRAM: HIV/AIDS Surveillance Program

MOU NUMBER: SP 07-50/3, A01

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Stanislaus:

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$60,000 for the budget period of July 1, 2007 to June 30, 2008.
 - B. ~~\$60,000~~ **57,900** for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$60,000~~ **57,900** for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$180,000~~ **175,800** for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A1, entitled "Budget," Years 2 and 3 consisting of one page each.** All further references to Exhibits B, entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B, entitled "Budget," Year 1, Exhibit B, A1 entitled "Budget", Year 2 and Exhibit B, A1 entitled "Budget", Year 3.
3. The effective date of this amendment shall be July 1, 2008.
4. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:

Chris Nelson

Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Date

3/17/09

COUNTY OF STANISLAUS:

Mary Ann Lee

Signature

MARY ANN LEE
Printed/Typed Name and Title

Date

3/19/09

APPROVED AS TO FORM:

BY: *Dean Wright*
Dean Wright, Deputy County Counsel

DATE: *2/23/09*

Exhibit B, A1
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$59,791	(\$1,891)	\$57,900
B. OPERATING EXPENSES	\$209	(\$209)	\$0
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$0	\$0	\$0
E. INDIRECT COSTS	\$0	\$0	\$0
TOTAL BUDGET	\$60,000	(\$2,100)	\$57,900

Exhibit B, A1
Budget
Year 3

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$59,791	(\$2,329)	\$57,462
B. OPERATING EXPENSES	\$209	\$229	\$438
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$0	\$0	\$0
E. INDIRECT COSTS	\$0	\$0	\$0
TOTAL BUDGET	\$60,000	(\$2,100)	\$57,900