

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

DEPT: Health Services Agency *mas*

BOARD AGENDA # *B-15

Urgent

Routine

AGENDA DATE June 29, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Standard Agreement Amendment #07-65089-A03 and Memorandum of Understanding #CARE 09-50/6 with the California Department of Public Health for HIV/AIDS Related Services Effective July 1, 2009

STAFF RECOMMENDATIONS:

1. Approve the Standard Agreement Amendment #07-65089-A03 and the Memorandum of Understanding #CARE 09-50/6 with the California State Department of Public Health for HIV/AIDS related services effective July 1, 2009.
2. Authorize the Health Services Agency Managing Director or her designee to sign and execute the Standard Agreement Amendment and the Memorandum of Understanding (MOU).

FISCAL IMPACT:

The term of the respective Standard Agreement is from July 1, 2007 through June 30, 2010 and provided total funding in the amount of \$2,300,562. As a budget reduction initiative for Fiscal Year 2009-2010, the State reduced HIV/AIDS related public health funding which translated to a funding reduction for Stanislaus County of \$431,381. The proposed amendment and MOU are with respect to the last twelve months of the existing three year agreement term, and change the funding to a Single Allocation Model of

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-422

On motion of Supervisor Chiesa , Seconded by Supervisor O'Brien

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

\$257,362 for HIV Care and HIV/AIDS services and \$57,900 allocated for HIV/AIDS Surveillance for a total of \$315,262 for Fiscal Year 2009-2010, down from \$746,543. The scope of work is amended to reflect this funding reduction of \$431,281. As proposed, the total funding amount under the three year agreement is reduced to \$1,869,281. There is no impact to the General Fund.

DISCUSSION:

On September 18, 2007 the Board of Supervisors approved the HIV/AIDS Standard Agreement and Memorandum of Understanding (MOU) with the California Department of Health Services, now known as the California Department of Public Health. The Agreement and MOU provided State funding for an AIDS Case Management Program, HIV Counseling and Testing Programs, and Block Grant funding for HIV Prevention, HIV/AIDS Surveillance, and Early Intervention. For the 2009-2010 Fiscal Year, and prompted by a State budget reduction, the State utilized a Single Allocation Model to include HIV Care services in addition to the HIV/AIDS surveillance activities. The Health Services Agency Public Health division uses the Single Allocation funds for surveillance, testing, health education, comprehensive case management, risk reduction, nutritional support, early intervention, and HIV/AIDS medical care.

Although the proposed amendment and MOU are with respect to the twelve month period now ending, the Health Services Agency was aware of the funding and scope reductions and made operational and staffing changes earlier in this fiscal year, including those approved by the Board of Supervisors on November 3, 2009 as part of the First Quarter Financial Report recommendations.

POLICY ISSUE:

Approval of this recommendation is consistent with the Board of Supervisors priorities of A Healthy Community and Efficient Delivery of Public Services as it reflects a commitment to the preservation of health related services within available funding.

STAFFING IMPACT:

Staffing impacts related to the proposed amendment and MOU were previously approved and implemented.

POINT OF CONTACT:

Cleopathia Moore-Bell, Associate Director. 209-558-6833

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A_CDPH (9/09)

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

| | |
|-------------------------------------|--------------------------------|
| Agreement Number 07-65089 | Amendment Number A03 |
| Registration Number: | |

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 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: **\$ 1,869,281**
 One Million, Eight Hundred Sixty-Nine Thousand, Two Hundred Eighty-One 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, 2009
 - II. **Purpose of amendment:** This amendment revises the Scope of Work and reduces the budget.
 - 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. Provision 3 (Maximum Amount Payable) on the face of the original STD 213 is decreased by **\$431,281** and is amended to read ~~\$2,300,562 (Two Million, Three Hundred Thousand, Five Hundred Sixty-Two Dollars)~~ **\$1,869,281 (One Million, Eight Hundred Sixty-Nine Thousand, Two Hundred Eight-One 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) |
| Printed Name and Title of Person Signing Mary Ann Lee, Managing Director | | |
| Address C/O Jessica Montoya, AIDS Director, 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) | |
| Printed Name and Title of Person Signing Sandra Winters, Chief, Contracts and Purchasing Services Section | | |
| Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377 | | |
| <input checked="" type="checkbox"/> Exempt per: OOA Transaction is PCC exempt per applicable Budget Act. | | |

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

BY

- V. Paragraph 4, (Incorporated Exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A A1 – Scope of Work (3 pages)

All references to Exhibit A – Scope of Work in any exhibit incorporated into this Agreement shall hereinafter be deemed to read Exhibit A A1 – Scope of Work. Exhibit A, Scope of Work, is hereby replaced in its entirety by the attached revised exhibit.

VI. 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 | <u>\$321,173</u> |
| HIV Counseling and Testing | \$114,675 | \$109,612 | \$109,612 | \$333,899 | <u>\$224,287</u> |
| HIV/AIDS Surveillance | \$ 60,000 | \$ 57,900 | \$ 57,900 | \$175,800 | |
| Early Intervention | \$198,355 | \$196,455 | \$196,455 | \$591,265 | <u>\$394,810</u> |
| AIDS Case Management | \$252,180 | \$243,669 | \$243,669 | \$739,518 | <u>\$495,849</u> |
| <u>HIV Care</u> | | | <u>\$257,362</u> | <u>\$257,362</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.

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

Exhibit A, A1
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of **Public Health Services** (CDPHS) the services described herein and detailed in each incorporated Memorandum of Understanding (MOU).

The Contractor will provide direct services for HIV prevention, HIV counseling and testing, and HIV/AIDS surveillance **and HIV care and support services** to individuals at risk for transmission of HIV or living with HIV.

2. Service Location

The services shall be performed at applicable sites in the County of Stanislaus.

3. Service Hours

The services shall be provided during normal County working hours and days.

4. Project Representatives

A. The project representatives during the term of this agreement are identified in each incorporated MOU.

B. Direct all administrative inquiries to:

| | |
|--|--|
| California Department of <u>Public Health Services</u> Office of AIDS Contracts and Grants <u>Fiscal Management</u> Unit Attention: Carrie Waters Talbot Mail Station Code 7700 1616 Capitol Avenue, Suite 616 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5932 E-mail: Cwaters1@dhs.ca.gov <u>Carrie.Talbot@cdph.ca.gov</u> | Contractor Stanislaus County Health Services Agency Attention: Jean Yokotobi, Manager <u>Jessica Montoya, AIDS Director</u> 830 Scenic Drive Modesto, CA 95350 Telephone: (209) 558-4800 <u>4169</u> Fax: (209) 558-4390 <u>4905</u> E-mail: jyokotobi@schsa.org <u>jmontoya@schsa.org</u> |
|--|--|

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A, A1
Scope of Work

5. Services to be Performed

Contractor shall perform the following services related to the following projects:

A. Project: HIV Prevention MOU Number: PREV 07-50/1

- 1) HIV Education and Prevention Program work with local health jurisdictions to: develop and implement focused HIV education and prevention interventions to reduce the transmission of HIV; change individual knowledge and attitudes about HIV and risk behaviors; promote the development of risk-reduction skills; and change community norms related to unsafe sexual and drug-taking behaviors.

B. Project: HIV Counseling and Testing MOU Number: HIV 07-50/2

- 1) HIV counseling and testing services to individuals with perceived risk for HIV. Both anonymous and confidential HIV counseling and testing services provide assessment of client needs regarding HIV transmission, personal risk behaviors, client-centered prevention counseling or educational materials and, risk-reduction planning, and referral to other services (including medical referrals and partner counseling and referral services (PCRS) for clients with a confirmed HIV positive test result).
- 2) HCV (Hepatitis C virus) testing services will be offered to IDUs (injection drug users) in an effort to increase HIV testing within this population. The primary goal of providing HCV testing services is to increase the number of IDUs who receive HIV counseling and testing services by offering HCV screening in coordination with HIV counseling and testing. The secondary goals of providing HCV services are to integrate HCV testing into HIV counseling and testing; and, to increase the number of IDUs who know their HCV status, receive appropriate HCV prevention, and are provided linkages to care and treatment services.

C. Project: HIV/AIDS Surveillance MOU Number: SP 07-50/3

HIV/AIDS surveillance provides precise and timely information necessary to identify ongoing patterns of infection and to measure the burden of disease. Analysis of HIV/AIDS surveillance data provides the information needed to describe and monitor health trends, allocate resources, and to facilitate research. HIV/AIDS surveillance data are routinely used for surveillance reports, HIV epidemiologic profiles, and HIV prevention grant applications. Essential to core HIV/AIDS surveillance is to establish and enhance surveillance activities in both health and social service settings throughout California.

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 Project, or Pathways (Integrated substance abuse/mental health services).

Exhibit A, A1
Scope of Work

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 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.

F. Project: HIV Care **MOU Number: CARE 09-50/6**

The HIV Care Program is a two-tiered approach to service prioritization and delivery based on service categories defined by the Health Resources and Services Administration. Tier One services are defined as outpatient and ambulatory medical care. Tier Two services reduce the risk of treatment failure by supporting access to, and maintenance in Tier One care. Tier Two services include medical case management; early intervention; health insurance premium and cost sharing assistance; home and community-based health; hospice; housing; mental health; rehabilitation; and, substance abuse.

6. Allowable Informal MOU Scope of Work Changes

- A. Changes and revisions to each MOU Scope of Work, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to an MOU Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to an MOU Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to an MOU Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

Memorandum of Understanding (MOU)

CONTRACTOR: County of Stanislaus
PROGRAM: HIV Care Program

CONTRACT NUMBER: 07-65089 A03
MOU NUMBER: CARE 09-50/6

1. MOU TERM

The term of this MOU shall be from July 1, 2009 through June 30, 2010.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed \$257,362 for the budget period of July 1, 2009 to June 30, 2010:

HIV Care Program (HCP) \$257,362
Minority AIDS Initiative (MAI) \$ 0

3. MOU EXHIBITS

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

- Exhibit A entitled "Scope of Work," consisting of four pages.
- Exhibit B entitled "Administrative Requirements," consisting of four pages.
- Exhibit C entitled "Budget," consisting of one page.
- Exhibit C Attachment I, entitled "HCP Invoice Form," consisting of one page.
- Exhibit C Attachment II, entitled "HCP Invoice Expenditure Detail," consisting of one page.
- Exhibit C Attachment III, entitled "MAI Invoice Form," consisting of one page.
- Exhibit C Attachment IV, entitled "MAI Invoice Expenditure Detail," consisting of one page.
- Exhibit D entitled "Data Reporting Requirements," consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, govern this MOU. The STATE hereby certifies that the above referenced agreement and this MOU are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

COUNTY REPRESENTATIVE:

Signature

Signature

**Christine Nelson, Assistant Chief
Office of AIDS**

Printed/Typed Name and Title

Date

Date

5. **PROJECT REPRESENTATIVES**

The project representatives during the term of this MOU will be:

| Department of Public Health | County Representative |
|--|--|
| Estella Kile Care Program Advisor Care Operations Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5973 Fax: (916) 449-5959 E-Mail: Estella.Kile@cdph.ca.gov | Jessica Montoya Communicable Disease Manager 820 Scenic Drive Modesto, CA 95350 Telephone: (209) 558-4800 Fax: (209) 558-4905 E-Mail: JMontoya@schsa.org |

Exhibit A
Scope of Work

1. Mission Statement

The goals of the California Department of Public Health Office of AIDS (CDPH/OA) are: (1) to minimize new HIV infections and (2) to maximize the number of people with HIV infection who access appropriate care, treatment, support, and prevention services. The services required by the HIV Care Program Scope of Work (SOW) in this Memorandum of Understanding (MOU) are consistent with, and are designed to support, these goals.

2. Service Overview

HIV care services are funded using a Single Allocation Model (SAM) to consolidate program funds into a single contract in each local health jurisdiction or service area. Via this single contract, the Contractor agrees to administer (A) **HIV Care Program (HCP)** and, if applicable, (B) **Minority AIDS Initiative (MAI) Outreach and Treatment Education Services**.

- A. The Contractor agrees to administer the HIV Care Program (HCP) and to ensure the provision of the HIV care services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or part of the client services are subcontracted to other service providers, all services provided by the subcontractor will be in accordance with the HCP.

The HCP is a two-tiered approach to service prioritization and delivery and is based upon the Health Resources and Services Administration (HRSA)-defined service categories, both Core and Support services. The Contractor will plan, develop, and ensure the delivery of Outpatient/Ambulatory Medical Care. In addition, the Contractor will plan, develop, and ensure the delivery of related Core and Support services, as funds permit. Services should be designed to meet the identified needs of individuals with HIV disease in the service area.

- B. If funded, the Contractor agrees to administer the Minority AIDS Initiative (MAI) outreach and treatment education services focused on providing access to, and engagement in, medical care for HIV-positive persons of color, including access to AIDS Drug Assistance Program (ADAP), Medi-Cal, or other appropriate program.

3. Services to be Performed

A. HIV Care Program (HCP)

The HIV care services to be provided under HCP are consistent with HRSA-defined service categories. For a listing of HRSA service categories, and the specific services included in each category, please refer to the HRSA website at www.hab.hrsa.gov. Additional information can be found in the *HIV Care Program and Minority AIDS Initiative (MAI) FY 2009/2010 Guidance*.

CDPH/OA will not require local utilization of HRSA's "75 percent (Core services) / 25 percent (Support services)" requirement for prioritization of services.

Exhibit A
Scope of Work

1. HCP is a two-tiered approach for HIV service provision as follows:

Tier One: The HCP prioritizes the HRSA category *Outpatient/Ambulatory Medical Care* as a Tier One service. Services include, but are not limited to, primary medical care, laboratory testing, medical history taking, health screening, prescribing and managing medications.

Tier Two: Tier Two services support access to Tier One care, maintenance in Tier One care, and reduce the risk of treatment failure and/or HIV transmission. To provide the greatest flexibility to local providers, the following HRSA service categories are included in Tier Two of the HCP:

- ▶ *Mental Health Services*
- ▶ *Medical Case Management Svcs (includes Treatment Adherence)*
- ▶ *Case Management (Non-Medical)*
- ▶ *Oral Health Care*
- ▶ *AIDS Pharmaceutical Assistance*
- ▶ *Substance Abuse Services - Outpatient and Residential*
- ▶ *Health Education/Risk Reduction*
- ▶ *Home Health Care*
- ▶ *Hospice Services*
- ▶ *Outreach Services*
- ▶ *Emergency Financial Assistance*
- ▶ *Food Bank/Home-Delivered Meals*
- ▶ *Housing Services*
- ▶ *Legal Services*
- ▶ *Treatment Adherence Counseling*
- ▶ *Health Insurance Premium and Cost Sharing Assistance*
- ▶ *Home- and Community-Based Health Services*
- ▶ *Linguistic Services*
- ▶ *Medical Transportation Services*
- ▶ *Psychosocial Support Services*
- ▶ *Medical Nutrition Therapy*
- ▶ *Early Intervention Services*
- ▶ *Referral for Health Care/Supportive Services*
- ▶ *Rehabilitation Services*
- ▶ *Respite Care*
- ▶ *Child Care Services*

2. The Contactor shall:

- a. Provide comprehensive, ongoing medical services to individuals with HIV/AIDS. Services must be based on the HRSA service category, *Outpatient/Ambulatory Medical Care*.
- b. Demonstrate the availability of primary medical care for HIV-infected persons within the service area if these services are not funded under Tier One.
- c. Provide other HRSA Core and Support services as necessary, and as funds permit, to ensure access to Tier One care, maintenance in Tier One care, and reduce the risk of treatment failure.

**Exhibit A
Scope of Work**

B. Minority AIDS Initiative (MAI) Outreach and Treatment Education

MAI funding is to increase access to, and engagement in, HIV/AIDS medical care for HIV-positive persons of color, including access to AIDS Drug Assistance Program, Medi-Cal, or other appropriate program. The goal is achieved through the provision of outreach and treatment education services for HIV-infected persons of color who have never been in care, or who have been lost to care.

For designated county local health jurisdictions (LHJs) receiving additional HRSA funding specifically for MAI outreach and treatment education services to communities of color, the following services and standards must be adhered to:

1. The Contractor, via MAI outreach staff or other support activities, gradually engages HIV-infected persons who are out-of-care or lost-to-care into the full range of available HIV care and treatment services. Target populations are those out-of-care, HIV-infected persons of color who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. MAI services reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in HIV care 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:
 - a. May employ MAI outreach staff or support activities. Strongly encourage hiring an outreach worker who reflects the community being served (culturally and linguistically) and highly recommend that the person have significant experience in at least two of the following areas: street-based outreach, HIV counseling and testing, prevention case management, psychotherapy or counseling, health education, or HIV case management.
 - b. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 - c. Be able to commit the outreach worker to participate in ongoing staff trainings including but not limited to, treatment education training, state-mandated meetings or trainings, Webex/ teleconferences or conferences as required.
2. The Contractor shall:
 - a. Provide services that identify and engage HIV -infected individuals who know their HIV status but are not accessing medical care, to reach out to people who are HIV-infected but unaware of their HIV status, and/or to locate and reestablish access for HIV-infected persons who have been lost to care.

Exhibit A
Scope of Work

- b. Work with existing community resources and entities that serve as key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, sexually transmitted disease (STD) clinics, HIV counseling and testing sites, mental health programs, homeless shelters, Federal Qualified Health Centers, etc. to coordinate and integrate HIV care service delivery.
- c. Ensure that MAI outreach and treatment education services are planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort.
- d. Ensure that services are responsive to the needs of the clients in the service area, are sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and that services are linguistically and culturally appropriate. Services may not be denied due to immigration status, place of residence within California, current or prior health condition, or inability to pay.
- e. Ensure that Partner Services (PS) is offered on a routine basis to all HIV-positive clients. Clients should be made aware that receiving assistance in the referral of partners is optional and will be offered periodically.

Exhibit B
Administrative Requirements

- A. For the HIV Care Program (HCP) and Minority AIDS Initiative (MAI) outreach and treatment education services, the Contractor shall:
1. As determined by the Contractor, coordinate an advisory and/or focus group made up of representatives as defined by HRS A to provide information regarding the needs of individuals with HIV/AIDS living within the community.
 2. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease. Facilities must also be accessible for hearing-, vision-, and mobility-impaired persons in accordance with the federal Americans with Disabilities Act (ADA).
 3. Ensure that client eligibility and service provision under this contract are in accordance with the program policy guidance issued by Division of Service Systems (DSS), HIV/AIDS Bureau (HAB) (see www.hab.hrsa.gov), and CDPH/OA's *HCP and MAI FY 2009/2010 Guidance*.
 4. Ensure the protection of the client's privacy and confidentiality at all times. 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 CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F.R. s 164.524).
 5. Ensure that any subcontractors have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted HIV care services.
 6. Ensure that any subcontractors have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.
 7. Ensure that all service providers have a quality management (QM) program in place. The QM activities should fit within the framework of the Contractor's or subcontractor's other programmatic quality assurance and quality improvement activities. Contractors and subcontractors may use an existing QM program or develop their own program. Those who develop their own program should refer to the nine steps in HAB's *Quality Management Technical Assistance Manual* (www.hab.hrsa.gov/tools/qm). It is strongly recommended that HAB Group 1, 2, and 3 indicators be incorporated into QM programs because CDPH/OA is planning to track selected HAB QM indicators as part of its QM program.

Exhibit B
Administrative Requirements

8. Ensure that no more than ten percent (10%) of the allocation is used for non-direct service functions such as:
 - a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursement of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;
 - b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.
9. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontractors' non-direct service (administrative) functions.
10. Ensure that no more than five percent (5%) of the allocation is utilized to plan, conduct, and evaluate the needs assessment process. Needs assessment activities may not be billed to the CDPH/OA more than once during a three year contract period.
11. Ensure that service providers who provide Medi-Cal reimbursable services are certified as providers for purposes of Medi-Cal billing (see www.medi-cal.ca.gov) and have the ability to bill other third-party payers for covered services.
12. Ensure that funds are payer of last resort by ensuring that service providers bill all other third-party payers, including Medi-Cal, before invoicing HCP.
13. Ensure that funds are not utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program, or
 - b. By an entity that provides health services on a prepaid basis.
14. Ensure that funds are not used to:
 - a. Purchase or improve any building or other facility, with the exception of minor repairs or remodeling approved in writing by the State,
 - b. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov), or
 - c. Make cash payment to intended recipients of services.

**Exhibit B
 Administrative Requirements**

15. Ensure that all approved subcontractor invoices are paid by the Contractor within 45 days of receipt.
16. Ensure that funds are not carried over into subsequent contract years.
17. Ensure compliance with the federal HRSA Ryan White Program, CDPH/OA's *HCP and MAI FY 2009/2010 Guidance, HCP and MAI Budget Guidance*, CDPH/OA Policy Letters, Management Memoranda, ARIES Policy Notices, and other program guidelines issued by CDPH/OA.
18. Conduct assessment of HIV/AIDS service needs for the service area at least once every three year contract period. Review the assessment annually and, if needed, update it (see also section A.1 above).
19. Ensure compliance with the following requirements regarding imposition of charges for services, for those providers who charge for services:
 - a. In the case of individuals with an income less than or equal to one hundred percent (100%) of federal poverty guidelines (FPG) (see www.aspe.hhs.gov/poverty), the provider will not impose charges on any such individual for the provision of services under the contract;
 - b. In the case of individuals with an income greater than one hundred percent (100%) of the FPG, the provider:
 - i. Will impose charges on each such individual for the provision of such services and
 - ii. Will impose charges according to a schedule of charges that is made available to the public;
 - c. In the case of individuals with an income between the FPG in Columns A and B (see table below), the provider will not, for any calendar year, impose charges exceeding the percentage in Column C of the client's annual gross income:

| Column A: Client's income is greater than | Column B: Client's income does not exceed | Column C: Charges are not to exceed |
|---|---|---|
| 100% of FPG | 200% of FPG | 5% of the client's annual gross income |
| 200% of FPG | 300% of FPG | 7% of the client's annual gross income |
| 300% of FPG | -- | 10% of the client's annual gross income |

20. Participate in any state-mandated meetings, trainings, WebEx conferences, teleconferences, and/or other conferences to be determined.

Exhibit B
Administrative Requirements

B. Monitoring Activities

The Contractor shall:

1. Conduct site visits, document state compliance, and monitor the subcontractor activities to ensure contractual compliance not less than once every two years.
2. For all deficiencies cited in the monitoring report, develop a correction action plan, submit it to the State for approval, and implement the plan.

Exhibit C
BUDGET

| | |
|-------------------------|------------------|
| A. PERSONNEL | \$152,460 |
| B. OPERATING EXPENSES | \$1,902 |
| C. CAPITAL EXPENDITURES | \$0 |
| D. OTHER COSTS | \$103,000 |
| E. INDIRECT COSTS | \$0 |
| TOTALS | \$257,362 |

****As Per State Contract requirements, Please Print Invoice on Letterhead****

County of Stanislaus
07-65089 A03
CARE 09-50/6

**Exhibit C Attachment I
HCP Invoice Form**

HIV CARE PROGRAM INVOICE

OA Date Stamp

Contractor Name

Mailing Address ****This address must match payment remittance address****

(city, state and zip code)

07- Contract Number

Period of Service (month / year)

| | Amounts |
|---------------------------------------|-------------|
| A. PERSONNEL | \$ |
| B. OPERATING EXPENSE | \$ |
| C. CAPITAL EXPENDITURES | \$ |
| D. OTHER COSTS | \$ |
| E. INDIRECT COSTS | \$ |
| TOTAL INVOICE | \$ - |
| | \$ - |
| TOTAL AMOUNT PAYABLE | \$ - |

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 _____

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

(previous formats are obsolete)

OA Tracking #:

**Exhibit C Attachment II
HCP Invoice Expenditure Detail**

County of Stanislaus
07-65089 A03
CARE 09-50/6

HIV Care Program (HCP) Invoice Expenditure Detail

Contractor:

Contract No.

Address:

City:

Counties :

Contact Person :

Service Period: Mo. _____ Yr. ____

| Provided Services by HRSA Category | Number of Clients Served Current Month/Quarter | Total Allocated | Expenditures Current Month/Quarter | Expenditures to Date | Balance |
|---|--|-----------------|------------------------------------|----------------------|-------------|
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| Subtotal Expenditure by Service Categories | 0 | \$ - | \$ - | \$ - | \$ - |
| ADMINISTRATIVE COSTS (Contractor & Subcontractor): | | | | | |
| Personnel | | | | | \$ - |
| Operating Expenses | | | | | \$ - |
| Capital Expenses | | | | | \$ - |
| Indirect Costs | | | | | \$ - |
| Subtotal Administrative Expenditures | | \$ - | \$ - | \$ - | \$ - |
| TOTAL | | \$ - | \$ - | \$ - | \$ - |

****As Per State Contract requirements, Please Print Invoice on Letterhead****

**Exhibit C Attachment III
MAI Invoice Form**

Minority AIDS Initiative INVOICE

OA Date Stamp

Contractor Name

Mailing Address ****This address must match payment remittance address****

(city, state and zip code)

07-
Contract Number

Period of Service (month / year)

| | | Amounts |
|---------------------------------------|--------------------------------|-------------------------|
| A. | PERSONNEL | \$ <input type="text"/> |
| B. | OPERATING EXPENSE | \$ <input type="text"/> |
| C. | CAPITAL EXPENDITURES | \$ <input type="text"/> |
| D. | OTHER COSTS | \$ <input type="text"/> |
| E. | INDIRECT COSTS | <input type="text"/> |
| TOTAL INVOICE | | \$ - |
| TOTAL AMOUNT PAYABLE | | \$ - |

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

| | |
|------------------------------------|-------|
| <hr/> | <hr/> |
| Authorized Signature | Date |
| <hr/> | <hr/> |
| Print name of authorized signature | Title |

FOR OA USE ONLY

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

(previous formats are obsolete)

OA Tracking #:

**Exhibit C Attachment IV
 MAI Invoice Expenditure Detail**

Minority AIDS Initiative (MAI) Invoice Expenditure Detail

Contractor
 Address
 City

Contract No.

Counties :

Service Period: Mo. _____ Yr. ____

Contact Person

| MAI Client Services Categories | Number of Clients Served Current Month/Quarter | Total Allocated | Expenditures Current Month/Quarter | Expenditures to Date | Balance |
|---|--|-----------------|------------------------------------|----------------------|---------|
| Outreach | | | | | \$ - |
| Treatment Education | | | | | \$ - |
| | | | | | \$ - |
| Subtotal Expenditure by Service Categories | 0 | \$ - | \$ - | \$ - | \$ - |
| ADMINISTRATIVE COSTS (Contractor & Subcontractor): | | | | | |
| Personnel | | | | | \$ - |
| Operating Expenses | | | | | \$ - |
| Capital Expenses | | | | | \$ - |
| Indirect Costs | | | | | \$ - |
| Subtotal Administrative Expenditures | | \$ - | \$ - | \$ - | \$ - |
| TOTAL | | \$ - | \$ - | \$ - | \$ - |

Exhibit D
Data Reporting Requirements

For HIV Care Program (HCP) services, the Contractor shall ensure that service providers:

- A. Collect the HCP minimum dataset. The HCP minimum dataset includes data elements required by (a) HRSA to complete the Ryan White Program Data Report (RDR), the Ryan White Program Service Report (RSR), selected HRSA HIV AIDS Bureau (HAB) Quality Management (QM) indicators, and the Women, Infants, Children, and Youth (WICY) Report, and (b) CDPH/OA for its development of estimates and reports (i.e., estimate of unmet need for HIV medical care, statewide epidemiologic profile, Statewide Coordinated Statement of Need) and to conduct program activities.
- B. Directly enter data into the AIDS Regional Information and Evaluation System (ARIES) within two weeks from a client's date of service. Contractors and/or subcontractors may import data into ARIES from other data collection systems only if they obtain prior written approval from CDPH/OA. Contractors and/or subcontractors may not use CDPH/OA funds to develop or maintain their import systems.
- C. Electronically submit the aggregate-level Ryan White Program Data Report (RDR) through HAB's Electronic Handbook (EHB). The RDR reporting period is January 1 through December 31 of the previous calendar. Submission deadlines will be announced in ARIES Policy Notices.
- D. Electronically submit a Provider Report for the Ryan White Program Service Report (RSR) through HAB's EHB. Unless exempted by HRSA, contractors and/or subcontractors who provide RSR-eligible services must also upload a Client Report, which contains client-level data, as an XML data file to HAB's EHB. The RSR is due twice a year: (a) The first report includes data from the first six months of the current calendar year, and (b) The second report includes all the data from the entire previous calendar year. Submission deadlines will be announced in ARIES Policy Notices.
- E. Ensure compliance with the policies and procedures outlined in ARIES Policy Notices issued by the CDPH/OA (see www.projectaries.org).

When applicable, for Minority AIDS Initiative (MAI) outreach and treatment education services, the Contractor shall ensure that service providers:

- A. Continue to report manually MAI outreach and treatment education services utilizing OA's two data collection forms until MAI reporting is incorporated into the CDPH/OA's ARIES data reporting system. The *MAI Demographic Form* and *MAI Client Contact Reporting Form* are to be submitted to OA on a monthly basis either via fax or email.
- B. Ensure compliance with all policies and procedures issued by CDPH/OA.

Pat Taylor

From: Vanessa Anderson
Sent: Wednesday, November 24, 2010 10:57 AM
To: Pat Taylor
Subject: FW: Stanislaus County FY09-10 HIV CARE MOU (# CARE09-50/6)
Importance: High

!!

From: Klemes, Ivo (CDPH-OOA) [mailto:Ivo.Klemes@cdph.ca.gov]
Sent: Wednesday, November 24, 2010 10:55 AM
To: Vanessa Anderson
Cc: Talbot, Carrie (CDPH-OOA-ADM); Talbot, Carrie (CDPH-OOA-ADM)
Subject: RE: Stanislaus County FY09-10 HIV CARE MOU (# CARE09-50/6)

Good morning Vanessa,
 I just talk to our Contracts and Grants Unit and even though we have processed all your 2009-10 invoices the 2009-10 HIV Care MOU was not fully executed. Our records indicate that the 2009-10 Amendment A03 Master Agreement (MA) and MOU arrived in our office on July 9, 2010 and because they arrived after June 30th (start date of new FY) our Contract and Management Unit (CMU) did not fully executed this Amendment A03 thus we have not process the MOU. Hopefully, this is not creating a problems.
 Thanks!
 Ivo

From: Vanessa Anderson [mailto:VAnderson@schsa.org]
Sent: Wednesday, November 24, 2010 10:23 AM
To: Klemes, Ivo (CDPH-OOA); Kile, Estella (CDPH-OOA)
Subject: Stanislaus County FY09-10 HIV CARE MOU (# CARE09-50/6)

Hi again Ivo and Estella,
 We are reviewing some older contract information and wonder if the MOU for HIV CARE for FY09/10 was signed by OOA and returned to our department? The contract # is 07-65089 A03 and the MOU # is CARE 09-50/6. (Stanislaus County).

Our records show our department head signed the MOU and we sent it to OOA on 7/6/10.

Thank you!

Vanessa Anderson
 Accountant II
 Stanislaus County-Health Services Agency
 Finance Division
 209-558-7513
 209-558-7514 fax