

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (9/09)

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

Agreement Number 07-65075	Amendment Number A04
Registration Number:	

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

State Agency's Name

Also known as CDPH or the State

California Department of Public Health

Contractor's Name



(Also referred to as Contractor)

County of San Bernardino**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:** \$ 5,813,857 Five Million, Eight Hundred Thirteen Thousand, Eight Hundred Fifty-Seven 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 increases 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 increased by **\$18,014** and is amended to read ~~\$5,795,843 (Five Million, Seven Hundred Ninety-Five Thousand, Eight Hundred Forty-Three Dollars)~~ **\$5,813,857 (Five Million, Eight Hundred Thirteen Thousand, Eight Hundred Fifty-Seven 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 San Bernardino		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Allan Rawland, Acting Director Gary Ovitt, Chair of the Board of Supervisors		
Address C/O Susan Strong, AIDS Director, County of San Bernardino 799 E Rialto Avenue, San Bernardino, CA 92415-0011		
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)	
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		

- 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	\$688,757	\$651,309	\$ 651,309 <u>\$486,280</u>	\$1,991,375 <u>\$1,826,346</u>
HIV/AIDS Surveillance	\$313,089	\$304,864	\$ 304,864	\$ 922,817
Early Intervention Program	\$780,853	\$775,453	\$ 775,453	\$2,331,759 <u>\$1,556,306</u>
HIV Counseling and Testing	\$311,602	\$119,145	\$ 119,145	\$ 549,892 <u>\$ 430,747</u>
<u>HIV Care</u>			<u>\$1,077,641</u>	<u>\$1,077,641</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 San Bernardino.

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: Eyma Espinoza-Camp <u>Carrie Talbot</u> Mail Station Code 7700 1616 Capitol Avenue, Suite 616 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5932 Fax: (916) 449-5909 E-mail: Eespinoz@dhs.ca.gov <u>Carrie.Talbot@cdph.ca.gov</u>	Contractor County of San Bernardino Attention: Heather Cockerill, M.P.H. <u>Susan Strong, NP</u> Public Health Program Coordinator <u>Manager</u> 799 E Rialto Avenue San Bernardino, CA 92415-0011 Telephone: (909) 383-3242 <u>3060</u> Fax: (909) 383-3212 E-mail: hcockeill@dph.sbcounty.gov <u>sstrong@dph.sbcounty.gov</u>
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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 07-36/1

- 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.
- 2) Neighborhood Interventions Geared to High-Risk Testing (NIGHT) program's goal is to reach high-risk individuals in order to assess their risk for HIV and if appropriate, refer them to HIV testing, provide them with educational materials/condoms and referrals to other social support and/or medical services. This is accomplished by outreach in venues where client's live or frequent, i.e., bars, parks, feeding programs, etc. The identified high risk populations served are substance users, sex workers, men who have sex with men, presumptive Medi-Cal eligible women and their partners.

B. Project: HIV Counseling and Testing

MOU Number: HIV 07-36/2

- 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 07-36/3

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.

Exhibit A, A1
Scope of Work

D. Project: Early Intervention

MOU Number: EIP 07-36/4

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).

E. Project: HIV Care

MOU Number: CARE 09-36/5

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 San Bernardino

CONTRACT NUMBER: 07-65075, A04

PROGRAM: HIV Prevention Program

MOU NUMBER: PREV 07-36/1, 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 San Bernardino:

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. \$688,757 for the budget period of July 1, 2007 to June 30, 2008.
 - B. \$651,309 for the budget period of July 1, 2008 to June 30, 2009.
 - C. ~~\$651,309~~ **486,280** for the budget period of July 1, 2009 to June 30, 2010.
 - D. ~~\$1,991,375~~ **1,826,346** 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," Year 3 and shall read as follows:

Exhibit A, A1, entitled "Scope of Work," Year 3 consisting of six pages.
3. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibit B, A3, entitled "Budget," Year 3 consisting of one page.** All further references to Exhibit B, A2 entitled "Budget," Year 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B, A3, entitled "Budget," Year 3.
4. The effective date of this amendment shall be July 1, 2009.
5. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:

COUNTY OF SAN BERNARDINO:

Signature

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

Date

Signature

Allan Rawland, Acting Director
Printed/Typed Name and Title

Date

Exhibit A, A1
Scope of Work- Year 3
July 1, 2009 – June 30, 2010

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 Prevention Program Scope of Work (SOW) in this Memorandum of Understanding (MOU) are consistent with, and are designed to support, these goals.

2. Service Overview

The Contractor agrees to administer the HIV Prevention Program (HPP) and to ensure the provision of HIV prevention 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 HPP.

The Contractor will plan, develop, and ensure the delivery of prevention services to clients. Services should be designed to meet the identified needs of individuals at high risk for HIV in the service area.

3. Services to be Performed

The Local Health Jurisdiction (LHJ) will identify one HPP Coordinator who will attend CDPH/OA required meetings when convened.

Allowable interventions include:

Section 1: HIV Testing (with/without counseling) Services

Section 2: Hepatitis C (HCV) Testing

Section 3: Prevention with Positives (PwP) in Care and non-Care settings

Section 4: Centers for Disease Control and Prevention (CDC)-Diffusion of Effective Behavioral Interventions (DEBI) Project and non-DEBI Interventions

Section 5: Syringe Exchange Programs where authorized (upon Federal guidance)

Section 6: Services for African Americans

Section 7: Partner Services (PS)

Exhibit A, A1
Scope of Work- Year 3
July 1, 2009 – June 30, 2010

SECTION 1: HIV Testing (with/without counseling) Services

The Contractor shall administer HIV testing by providing anonymous and/or confidential (with or without counseling) HIV testing services to Californians with perceived risk for HIV. Both anonymous and confidential HIV testing services may (or may not) provide client-focused prevention counseling and assessment of client needs regarding HIV transmission, personal risk behaviors, risk-reduction planning, and referral to other services.

At a minimum, individuals seeking testing services shall be informed about the validity and accuracy of the antibody test before consent to test is performed. Furthermore, all individuals who are tested at CDPH/OA-funded sites shall be given the results of this test in person. Risk information collected during the client assessment and the counseling session (if applicable) will be used as a basis for data collection and program development.

As in the past CDPH/OA encourages LHJs to continue providing testing services to populations at highest risk for HIV infection. LHJs should continue to prioritize testing in clinics/venues where high-risk clients access services. If the program is offering counseling, high-risk clients should be offered a 20 minute counseling session. High-risk negatives should receive appropriate referrals to other prevention serves, multi-session groups and other appropriate social and support services.

When a client has an HIV-positive test result then the client should be given as much time as needed for the results disclosure session and a Counselor Information Form (CIF) would need to be completed for this encounter.

A. Client Services to be performed

1. Contractor shall provide testing services to clients in accordance with this agreement and as defined in the HIV Testing Guidelines and OraQuick Rapid HIV Testing Guidelines.
2. Client records relating to any program activity or services executed under this agreement containing personally identifying information which was 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 conservator.
3. Agencies must comply with all applicable Federal and State laws.
4. Contractor shall obtain informed consent from clients served under this contract to verify consent given by the client. Informed consent is required by statute.
5. Contractor shall provide HIV test result disclosure in person.
6. Contractor shall subcontract with qualified agencies for services provided under this contract to the client as part of this agreement.

Exhibit A, A1
Scope of Work- Year 3
July 1, 2009 – June 30, 2010

7. Testing sites shall provide laboratory testing services from a CDPH/OA approved laboratory or via Clinical Laboratory Improvement Amendments (CLIA)-waived rapid testing in accordance with all laws, regulations and guidelines. The testing process shall consist of a Food and Drug Administration (FDA) approved screening procedure (e.g., enzyme-linked immunosorbent assay (ELISA), OraQuick Advance). Initially reactive and indeterminate ELISA results shall be repeated according to established testing protocols. Repeatedly reactive ELISA, preliminary positive OraQuick or indeterminate results are to be confirmed by FDA approved HIV antibody supplemental test (e.g., Immunofluorescent Assay or Western Blot.)
8. Local Health Jurisdictions that have an operational blood and plasma facilities, such as blood banks, shall ensure continued reasonable access to anonymous HIV testing through Alternative Test Sites (ATS). HIV testing services shall be free of charge at an ATS. Voluntary, non-coercive anonymous donations may be accepted. Other than at an ATS, testing may be conducted on an anonymous or confidential basis and co-payments of up to \$15.00 and/or donations may be accepted. Funds collected must remain in the HIV testing program.
9. The contractor shall ensure that all HIV counseling interventions are provided by staff who have successfully completed the OA HIV counselor training according to current OA HIV Counselor Training Program Guidelines.
10. HIV Counseling & Testing information such as Client Assessment Questionnaires, Counselor Information Forms, invoices, etc. must be retained by the Contractor for three years in addition to the current year.

B. Program Description and Other Requirements

The Contractor shall provide required program descriptions in a manner specified by CDPH/OA. Contractor will develop a comprehensive, written protocol for the provision of the following testing services. Where multiple testing sites exist within one jurisdiction, the written protocol must address operational differences that may occur from site to site (e.g., HIV clinic, sexually transmitted disease clinic, and off-site testing clinics, etc.).

1. If the contractor is providing rapid HIV testing services, a written Quality Assurance Plan and site-specific testing protocols will be developed and maintained.
2. The contractor must maintain a referral list with contact information. The referral list must be updated annually.

The contractor shall set up and maintain CDPH/OA's Local Evaluation Online (LEO) process monitoring system for all testing activities.

1. Activities will be documented by:
 - a. Completing the appropriate CDPH/OA LEO data forms;
 - b. Entering initial client data into the LEO system within 30 days of each client encounter; and
 - c. Completing and closing each client record within three months of the initial client encounter.

Exhibit A, A1
Scope of Work- Year 3
July 1, 2009 – June 30, 2010

SECTION 2: Hepatitis C (HCV) Testing

The Contractor can integrate HIV and HCV testing services to increase the number of injection drug users (IDUs) and men who have sex with men (MSMs) who receive HIV testing services and learn their HIV status by offering HCV screening in coordination with HIV testing. CDPH/OA will allow IDU and MSM clients to test only for HCV if they choose not to take an HIV test.

SECTION 3: Prevention with Positives (PwP) in Care and non-Care settings

CDC-DEBI and non-DEBI intervention services may be provided to clients in care and non-care settings.

SECTION 4: CDC-DEBI and non-DEBI Behavioral Interventions

A. Client Services to be performed

1. Contractor shall provide Health Education/Risk Reduction (HE/RR) services to clients in accordance with this agreement and as defined in the Education and Prevention 2007-2010 Program Guidance (with the exception of the training requirements for behavioral interventions, which are no longer required).
2. HE/RR activities may include:
 - a. Targeted prevention activities for high-risk HIV-negative and HIV-positive persons (TPA);
 - b. Individual level interventions (ILI);
 - c. Group level interventions (GLI);
 - d. Comprehensive Risk Counseling and Services (CRCS) for individuals with multiple health needs;
 - e. Health Communication/Public Information (HC/PI) programs for at-risk behavioral risk groups (BRGs).
3. All selected activities will be targeted to LHJ prioritized BRGs most likely to become infected with or transmit HIV disease. Recent epidemiological data, needs assessments, gap analyses, community input and/or other relevant information will be used in selecting BRGs.

B. Program Description and Other Requirements

1. CDPH/OA's LEO process monitoring system will be set up for all selected activities, including entering BRGs, anticipated numbers to be reached, and estimated dollar amounts dedicated to each BRG within each activity.
2. Activities will be documented by:
 - a. Completing the appropriate CDPH/OA LEO data forms; and
 - b. Entering data into the LEO system within 30 days of each client encounter. Optimally, enter data into the LEO system within one week of each client encounter.

Exhibit A, A1
Scope of Work- Year 3
July 1, 2009 – June 30, 2010

SECTION 5: Syringe Exchange Programs where authorized

Upon Federal guidance, LHJ allocations may be used to support syringe exchange programs where authorized.

SECTION 6: Services for African Americans

LHJs receiving CDPH/OA HPP funding will be required to certify (without providing documentation) that they spend prevention allocation dollars on prevention interventions focused on African Americans (AA) in a proportion greater or equal to two times the proportion of living African American male HIV/AIDS cases in their jurisdiction. LHJs may request a waiver from CDPH/OA. The OA Prevention Branch will provide further guidance to LHJs regarding waiver requests in the near future.

SECTION 7: Partner Services

1. CDPH/OA places a high value on increasing access to PS for individuals diagnosed with HIV infection, and their sexual and needle-sharing partners. LHJs receiving a PS allocation must use those funds specifically for PS. Testing staff will refer clients diagnosed with HIV infection to Disease Intervention Specialists (DIS)/PS staff. Some testing and other prevention services staff may also be cross-trained in PS activities, in which case PS activities may be done on-site by these trained staff members.
2. Data Collection/Data Entry: A referral to PS is to be documented on both the CIF and the HE/RR forms and the data entered into LEO. In the circumstance where testing staff have training and expertise to provide PS offer and elicitation, then the PS activities, including the type of disclosure (i.e., self-disclosure, dual disclosure, or anonymous third-party disclosure) and number of sex and needle-sharing partners to be notified will be documented on the CIF/HE/RR form and the data will be entered into LEO. Partner information elicited for dual and third-party notification will be documented on a Partner Information Form (PIF) and the data entered into LEO. PIFs must be entered within one business day of the original client encounter.

Reporting Requirements

A. Progress Reports

Progress Reports will be required on a semi-annual basis. The first progress report will cover the first six months of the contract year from July 1 to December 31. This report will be due on February 15. The second and the comprehensive year-end report will cover the period of January 1 through June 30. The second and comprehensive year-end report will be due August 15.

The second and comprehensive year-end report should address items in the second six months of the contract year as well as a comprehensive year-end report. The comprehensive year-end report should include activities for the project year covering July 1 through June 30.

Exhibit A, A1
Scope of Work- Year 3
July 1, 2009 – June 30, 2010

The progress report should address, but is not limited to the following categories:

1. Administrative Issues
 - a. Challenges and Barriers
 - b. Strategies to Overcome Challenges and Barriers
 - c. Successes
2. Programmatic Issues
 - a. Challenges and Barriers
 - b. Strategies to Overcome Challenges and Barriers
 - c. Successes
3. Major Programmatic Changes and Developments
4. Technical Assistance Needs/Capacity Building Needs
5. Evaluation Efforts

Exhibit B, A3
Budget
Year 3

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$391,716	(\$16,372)	\$375,344
B. OPERATING EXPENSES	\$36,336	\$9,155	\$45,491
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$164,500	(\$155,357)	\$9,143
E. INDIRECT COSTS	\$58,757	(\$2,455)	\$56,302
TOTAL BUDGET	\$651,309	(\$165,029)	\$486,280

Memorandum of Understanding (MOU)

CONTRACTOR: County of San Bernardino
PROGRAM: HIV Care Program

CONTRACT NUMBER: 07-65075 A04
MOU NUMBER: CARE 09-36/5

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 \$1,077,641 for the budget period of July 1, 2009 to June 30, 2010:

HIV Care Program (HCP) \$1,017,641
Minority AIDS Initiative (MAI) \$ 60,000

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

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

Date

Signature

Allan Rawland, Acting Director
Print/Type Name and Title

Date

5. PROJECT REPRESENTATIVES

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

Department of Public Health	County Representative
Laura Rios Care Operations Advisor Care Operations Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5984 Fax: (916) 449-5959 E-Mail: Laura.Rios@cdph.ca.gov	Susan Strong, NP Public Health Program Manager 799 E. Rialto Avenue San Bernardino, CA 92415-0011 Telephone: (909) 383-3060 Fax: (909) 383-3212 E-Mail: sstrong@dph.sbcounty.gov

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:

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

2. The Contactor shall:
- Provide comprehensive, ongoing medical services to individuals with HIV/AIDS. Services must be based on the HRSA service category, *Outpatient/Ambulatory Medical Care*.
 - Demonstrate the availability of primary medical care for HIV-infected persons within the service area if these services are not funded under Tier One.
 - 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 HRSA 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

	HIV CARE Budget	MAI Budget	Total MOU Budget
A. PERSONNEL	\$481,987	\$55,626	\$537,613
B. OPERATING EXPENSES	\$7,746	\$3,680	\$11,426
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$519,122	\$0	\$519,122
E. INDIRECT COSTS	\$8,786	\$694	\$9,480
TOTALS	\$1,017,641	\$60,000	\$1,077,641

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 #:

HIV Care Program (HCP)
Invoice Expenditure Detail

Exhibit C Attachment II
HCP Expenditure Detail

County of San Bernardino
07-65075 A04
CARE 09-36/54

Section 1 Contractor Information

Contractor:	Contract No.
Address:	
City:	Counties:
Contact Person:	Service Period:

Section 2 Service Category Expenditures				
Column 1	Column 2	Column 3	Column 4	Column 5
Provided Services by HRSA Category	Total Allocated	Expenditures Current Month/Quarter	Expenditures to Date	Balance
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal Expenditures by Service Categories	\$ -	\$ -	\$ -	\$ -
Section 3 Contractor Administrative Costs				
Column 1	Column 2	Column 3	Column 4	Column 5
Personnel			\$ -	\$ -
Operating Expenses			\$ -	\$ -
Capital Expenses			\$ -	\$ -
Indirect Costs			\$ -	\$ -
Subtotal Contractor Administrative Expenditures	\$ -	\$ -	\$ -	\$ -
Section 4 Subcontractor Administrative Costs				
Column 1	Column 2	Column 3	Column 4	Column 5
Personnel			\$ -	\$ -
Operating Expenses			\$ -	\$ -
Capital Expenses			\$ -	\$ -
Indirect Costs			\$ -	\$ -
Subtotal Subcontractor Administrative Expenditures	\$ -	\$ -	\$ -	\$ -
Section 5 Totals				
Column 1	Column 2	Column 3	Column 4	Column 5
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	\$
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

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

Contract No.

Address

City

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 Reporting 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.