

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: JUL 27 2001

HEARING DATE: AUG 14 2001

TO: Honorable Board of Supervisors  
FROM: John Conley, Deputy Director of Public Health  
SUBJECT: State AIDS Master Grant Agreement

RECOMMENDATION

1. Adopt a resolution authorizing the President of the Board to execute an agreement with the State Department of Health Services for the State AIDS Master Grant Agreement (MGA) in the amount of \$4,859,328.
2. Adopt a resolution authorizing the extension of signature authority for memoranda of understanding to the Director of Health Services.

Background

The State AIDS MGA has been awarded to San Mateo County since 1993-94 and has included ongoing funding for several programs, such as an Early Intervention Program, HIV prevention education services, AIDS case management, AIDS surveillance, HIV anonymous testing, high risk HIV testing outreach, and more recently a social marketing campaign in East Palo Alto. Over the years, you have extended signature authority for memoranda of understanding to the Director of Health Services. This has facilitated the expedient handling of the contracting process.

Discussion

For the three-year period July 1, 2001 through June 30, 2004 the state is awarding \$4,859,328 in AIDS MGA funds for the purpose of continuing the above-mentioned services in San Mateo County. As one of the larger providers of HIV/AIDS services in California, the AIDS Program serves over 550 clients with HIV infection annually. In addition, each year approximately 55,000 primary prevention and education contacts are made, and the program oversees HIV antibody testing for over 2,500 individuals. In 2000-01, the number of AIDS cases diagnosed in San Mateo County is estimated at 36. It is estimated that between 1,000 and 1,500 other residents are infected with HIV, but have not yet been diagnosed with AIDS.

The State AIDS MGA funds 14 FTE staff positions, operating costs for the AIDS Program, and services to be provided by the Public Health Division (epidemiology & surveillance and social marketing), by Aging and Adult Services (AIDS case management), and by community-based organizations (HIV prevention education, youth outreach, and high risk testing outreach). These funds provide for the following programs, each awarded under the direction of separate Memoranda of Understanding:

Activity FY 2001-02		Amount
I.	Early Intervention Program	\$374,000
II.	Case Management Project	164,569
III.	Education & Prevention	339,207
IV.	HIV Testing Program	153,000
V.	High Risk Testing Outreach Program	290,000
VI.	Social Marketing Campaign	160,000
VII.	Surveillance (Epidemiology)	139,000
Total		\$1,619,776

Performance Measures

The State MGA helps the AIDS Program reduce the transmission of HIV and improve the quality of life for people living with the disease in San Mateo County. The following outcomes related to these goals were measured in 2000-01, and will be measured again in 2001-02:

Outcome	2000-01 Actual	2001-02 Projected
Percentage of clients surveyed who will rate services provided as very good or excellent:	96%	95%
Decrease the number of AIDS cases diagnosed (number reported)	36 cases reported*	33cases reported
Number of contacts made with high risk individuals (by AIDS Program and contractor outreach and prevention services teams) who will be counseled and referred for testing:	39,851	40,200
Number of individuals involved in high risk behavior in the previous two years seeking HIV testing and counseling services:	1,998	2,000

\*This is an estimate as there is a lag time of at least 6 months for case reporting. As of June 30, 2001, 22 new cases have been reported. We estimate an additional 14 cases will be reported for the 6/2000 through 7/2001 period.

Fiscal Impact

The term of this agreement is July 1, 2001 through June 30, 2004. The total award for the 3 year period is \$4,859,328. \$1,619,776 of this revenue and associated expenses is included in the approved 2001-02 AIDS Program budget. The same amount annually will be included in the 2002-03 and 2003-04 budgets. Administrative oversight, technical assistance, and contract monitoring will be provided by existing AIDS Program staff. There is no net County cost. The net County cost for the AIDS Program in its entirety is \$339,728.

RECOMMENDED  
  
HEALTH SERVICES AGENCY

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
WITH THE STATE DEPARTMENT OF HEALTH SERVICES FOR  
STATE AIDS MASTER GRANT AGREEMENT FUNDS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby the State of California Department of Health Services shall award the San Mateo County AIDS Program AIDS Master Grant Agreement funds to continue an early intervention program, AIDS case management, epidemiology, HIV education and prevention, an HIV testing program, high risk testing outreach, a social marketing campaign, and AIDS surveillance; and

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

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

RESOLUTION NO. \_\_\_\_\_

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

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RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO  
EXTEND SIGNATURE AUTHORITY FOR MEMORANDA OF UNDERSTANDING  
TO THE DIRECTOR OF HEALTH SERVICES

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, under the terms of the AIDS Master Grant Agreement the state requires a signed memorandum of understanding for each of the seven components of the agreement and any amendments made thereto:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that this Board of Supervisors be, and is hereby authorized and directed to extend signature authority to enter into memoranda of understanding for the programs included in the agreement to the Director of Health Services.

# STANDARD AGREEMENT

APPROVED BY THE  
ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER <b>01-15099</b>	AM. NO.
TAXPAYER'S FEDERAL ID. NUMBER <b>94-6000532</b>	

THIS AGREEMENT, made and entered into this 1st day of July, 2001 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Chief, Program Support Branch</b>	AGENCY <b>Department of Health Services</b>
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, hereafter called the State, and

CONTRACTOR'S NAME  
**County of San Mateo**, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

**1. TERM OF MASTER AGREEMENT (MA):**

The term of this MA shall be from July 1, 2001 through June 30, 2004.

**2. MAXIMUM AMOUNT PAYABLE:**

Subject to the provisions of Paragraph 5 "LIMITATION OF STATE LIABILITY" and Paragraph 6, "FUNDING REDUCTION IN SUBSEQUENT FISCAL YEARS", the maximum amount payable shall not exceed the following amounts:

- A. \$ 1,619,776 for the 2001/02 Fiscal Year (July 1, 2001 to June 30, 2002).
- B. \$ 1,619,776 for the 2002/03 Fiscal Year (July 1, 2002 to June 30, 2003).
- C. \$ 1,619,776 for the 2003/04 Fiscal Year (July 1, 2003 to June 30, 2004).
- D. \$ 4,859,328 for the entire agreement term.

CONTINUED ON 8 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**STATE OF CALIFORNIA**

**CONTRACTOR**

AGENCY <b>Department of Health Services</b>	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) <b>County of San Mateo</b>
BY (AUTHORIZED SIGNATURE) ▷ For	BY (AUTHORIZED SIGNATURE) <b>Michael D. Nevin, President Board of Supervisors</b>
PRINTED NAME OF PERSON SIGNING <b>Edward Stahlberg</b>	PRINTED NAME OF AND TITLE OF PERSON SIGNING <b>Board of Supervisors</b> ATTEST: <b>Clerk of Said Board</b>
TITLE <b>Chief, Program Support Branch</b>	ADDRESS <b>c/o Mary Jane Wood, AIDS Program Associate Director, County of San Mateo, 225 West 37th Avenue, San Mateo, CA 94403</b>

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$ 1,584,776</b>	PROGRAM / CATEGORY (CODE AND TITLE) <b>Clearing Account</b>	FUND TITLE <b>General</b>
	(OPTIONAL USE) <b>Subject to passage of the Governor's Budget</b>	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$ -0-</b>	Master Agreement Contracts	
	ITEM <b>4260-111-0001</b>	CHAPTER <b>2001</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$ 1,584,776</b>	STATUTE <b>2001</b>	FISCAL YEAR <b>2001/2002</b>
	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>See attached fiscal display for detail.</b>	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO. <b></b>
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE <b></b>

**Department of General Services Use Only**

**STANDARD AGREEMENT**

STD. 2 (REV. 5-91) (REVERSE)

1. The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the state shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ✓CASE MANAGEMENT

Amount Encumbered: \$82,285  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51345-4491-702-05

Amount Encumbered: \$82,284  
 Program/Category: Local Assistance  
 Fund Title: Federal Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51358-4491-702-05-95370L-01  
 CFDA: 93.917

## ✓EDUCATION AND PREVENTION

Amount Encumbered: \$289,836  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51312-4492-702-05

Amount Encumbered: \$49,371  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51349-4492-702-05

## ✓NEIGHBORHOOD INTERVENTION GEARED TO HIGH-RISK TESTING

Amount Encumbered: \$290,000  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51328-4492-702-05

## ✓HIV TESTING PROGRAM

Amount Encumbered: \$153,000  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51325-4492-702-05

## ✓SOCIAL MARKETING

Amount Encumbered: \$160,000  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51324-4492-702-05

## ✓SURVEILLANCE

Amount Encumbered: \$113,300  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51323-4493-702-05

Amount Encumbered: \$25,700  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51334-4493-702-05

## ✓EARLY INTERVENTION / PR

Amount Encumbered: \$304,000  
 Program/Category: Local Assistance  
 Fund Title: General Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-51348-4491-702-05

## (BRIDGE)

Amount Encumbered: \$35,000  
 Program/Category: Local Assistance  
 Fund Title: Federal Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-95349-9180-702-05-95364L-01  
 CFDA: 93.940

ADDITIONAL FEDERAL FUNDING TO BE ENCUMBERED  
JANUARY 2002:

## (BRIDGE)

EARLY INTERVENTION / PR  
 Amount Encumbered: \$35,000  
 Program/Category: Local Assistance  
 Fund Title: Federal Fund  
 Item: 4260-111-001  
 Object of Expenditure: 01-95349-9180-702-05-95364L-02  
 CFDA: 93.940