## COUNTY OF SAN MATEO Departmental Correspondence

TO:	Honorable Board of Supervisors
FROM:	John Conley, Deputy Director, Public Health
SUBJECT:	Amendment to the Agreement with AIDS Community Research Consortium

### RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with AIDS Community Research Consortium (ACRC).

#### Background

In 1999 your Board approved a study of Hepatitis C prevalence among high-risk populations. The study was also an initial attempt to increase awareness of Hepatitis C as a serious health threat. The report from that study was presented to your Board in March 2001. As a result of the findings of the study, the report recommended that your Board appropriate \$85,000 to support the development of a Hepatitis C infrastructure consisting of education, prevention, testing and counseling of persons at increased risk of contracting Hepatitis C with an emphasis on harm reduction.

In the spring of 2001 your Board approved a resolution authorizing an increase of 10% to the contract amounts of community-based organizations effective July 1, 2001.

#### Discussion

This past June your Board approved \$85,000 for a Hepatitis C infrastructure as mentioned above. This amendment addresses the education, prevention, and counseling that are to be a part of that infrastructure. Public Health will contract with ACRC to provide these services to persons infected with Hepatitis C through the Living with Hepatitis C Program.

ACRC has an established track record of educating persons with HIV and Hepatitis C. Through the Living Now Program these persons have been taught about HIV and disease process, medical therapies and regimens, and ways to maintain their health while living with HIV. The program also trains persons to be peer educators who can continue to provide information and support to persons infected with HIV, as well as family members, friends and others in the community.

### RESOLUTION NO.

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

#### \* \* \* \* \* \* \* \* \* \*

## RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH AIDS COMMUNITY RESEARCH CONSORTIUM

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 Amendment to the Agreement, reference to which is hereby made for further particulars, whereby AIDS Community Research Consortium shall provide HIV case management services for Willow Clinic clients; health education and risk reduction services for Early Intervention Program (EIP) clients; health education and risk reduction services for Hepatitis C clients; and HIV food services; and

WHEREAS, this Board has been presented with a form of the Amendment to the Agreement and has examined and approved it as to both form and content and desires to enter into the Amendment to 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 Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

#### AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and AIDS COMMUNITY RESEARCH CONSORTIUM (hereinafter called "Contractor"),

### WITNESSETH:

WHEREAS, on March 27, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 1, Services to be Performed by Contractor, of the Original Agreement is hereby amended to read as follows:

#### "1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide HIV case management services for Willow Clinic clients; health education and risk reduction services for Early Intervention Program (EIP) clients; health education and risk reduction services for Hepatitis C clients; and HIV food services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner."

2. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

AIDS Community Research Consortium - Page 1

. بالملحد المحصور "2. Payments

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$344,500) for the contract term."

3. Section 6, Non-Discrimination, of the Original Agreement is hereby amended to read as follows:

"6. <u>Non-Discrimination</u>

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

i. termination of this Agreement;

ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

AIDS Community Research Consortium - Page 2

i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph
 against amounts due to Contractor under the Contract or any other contractor between
 Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse."

4. Schedule A, Section I, Services, Paragraph D, Health Education and Risk Reduction Services for Hepatitis C Clients, is hereby added to the Original Agreement as follows:

"D. Health Education and Risk Reduction Services for Hepatitis C Clients

Contractor shall provide health education and risk reduction services to clients who are Hepatitis C+ and live in San Mateo County.

1. Contractor shall develop a Hepatitis C curriculum that includes strategies and interventions to assist clients to maximize their health and productivity through behavior change support, adherence to treatment regimens, and stress reduction.

AIDS Community Research Consortium - Page 3

- 2. Contractor shall provide one (1) sixteen (16) session Living with Hepatitis C group educational program.
- 3. Contractor shall complete services to a minimum of fifteen (15) to twenty-five (25) unduplicated clients (UDC) and provide a minimum of two hundred forty (240) UOS. A UOS shall be defined as: a) face-to-face contact with a client; b) telephone calls to clients; and c) client participation in the Living with Hepatitis C Program.
- 4. Contractor shall provide incentives to stimulate Living with Hepatitis C enrollment and participation.
- 5. Contractor will reimburse Living with Hepatitis C participants for their transportation to and from class. A ONE HUNDRED DOLLAR (\$100) stipend will be provided as an incentive for all participants who successfully complete all components of the Living with Hepatitis C Program. Lunch will be provided at one (1) of the two (2) weekly classes."

5. Schedule A, Section II, Program Objectives, Paragraph D, Health Education and

Risk Reduction Services for Hepatitis C Clients, is hereby added to the Original Agreement as follows:

- "D. Health Education and Risk Reduction Services for Hepatitis C Clients
  - Ninety percent (90%) of clients will demonstrate basic understanding of concepts presented in the Living with Hepatitis C Program as evidenced by progress notes.
  - 2. Ninety percent (90%) of clients enrolled in the Living with Hepatitis C Program shall report satisfaction with the program as demonstrated by a client satisfaction survey."

6. Schedule A, Section III, Reporting, Paragraph D, Health Education and Risk

Reduction Services for Hepatitis C Clients, is hereby added to the Original Agreement as follows:

- "D. Health Education and Risk Reduction Services for Hepatitis C Clients
  - 1. Contractor's staff shall submit completed Client Contact Forms to the Disease Control and Prevention Unit within one (1) week of client contact.

- 2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter report serves as the final project report and is due on March 15, 2002, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
- 3. Year End Financial Report is due by March 15, 2002.
- 4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year."
- 7. Schedule B, Payment, of the Original Agreement is hereby amended to read as

follows:

"I. PAYMENT

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor as follows:

- A. Case Management Services
  - Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
  - 2. The total amount for this section of this Agreement shall not exceed FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500).
- B. Health Education & Risk Reduction Services
  - 1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
  - 2. The total amount for this section of this Agreement shall not exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000).

#### C. HIV Food Services

- 1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
- 2. The total amount for this section of this Agreement shall not exceed TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000).
- D. Health Education & Risk Reduction Services for Hepatitis C Clients
  - 1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
  - 2. The total amount for this section of this Agreement shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

In any event, the total amount for all sections of this Agreement shall not exceed THREE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$344,500)."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original

Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and

fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the

Agreement of March 27, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

AIDS COMMUNITY RESEARCH CONSORTIUM

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Edul

By:\_\_\_

Michael D. Nevin, President Board of Supervisors, San Mateo County

Date: 9-12-01

Date:\_\_\_\_

ATTEST:

By:\_\_\_\_

Clerk of Said Board

Date:

#### SAN MATEO COUNTY AIDS PROGRAM CONTRACT BUDGET (COST ALLOCATION BY FUNDING PERIOD) Health Eduction and Risk Reduction Services Early Intervention Program (EIP) Clients

# ATTACHMENT III

Page 1 of 4

		#1
Funding Period		
<u> </u>	March 0	1 - February 02
Personnel Expenses	FTE	
Executive Director (March to June)	0.05	\$1,090
Executive Director (July to Feb)	0.05	\$2,278
Director of Programs (March to June)	0.16	\$3,175
Director of Programs July to Feb)	0.16	\$6,636
Outreach Worker (March to June)	0.50	\$4,420
Outreach Worker (July to Feb)	0.50	\$9,237
Administrative Assistant (March to June)	0.35	\$3,094
Administrative Assistant July to Feb)	0.35	\$6,466
Total Salaries		\$36,396
Fringe Benefits @ 26 %		\$9,463
Total Personnel		\$45,859

Operating Expenses	
Rental of Property	\$1,000
Utilities/telephone	\$500
Building Maint., Supplies & Repair	
Office Supplies/Postage	\$300
Printing and Reproduction	\$300
Program/Educational Supplies	
Insurance	
Staff Training	
Rental of Equipment	
Staff Travel (local & out-of-town)	\$1,255
Consultants/Subcontractor:	
Other:	
Graduation Stipends	\$1,200
Total Operating	\$4,555
Total Direct Expenses	\$50,414
Indirect Expenses @ 10%	\$4,586
TOTAL EXPENSES	\$55,000
Total Unduplicated Clients	25
Total Units of Service	500
Cost Per Unit of Service	\$110

Prepared by Ann Parks-Council

Tel (650) 364-6563

#### SAN MATEO COUNTY CONTRACT BUDGET (COST ALLOCATION BY FUNDING PERIOD) Health Education & Risk Reduction Services for Hepatitis C Clients

ATTACHM	ENT III			
	#1			
Funding Period	1			
	N	March 01 to Feb 02		
Personnel Expenses	FTE			
Executive Director	0.05			
Director of Programs	0.15	\$9,000		
HCV Prevention and Control	<u> </u>			
Coordinator	1.00			
Administrative Assistant	0.35			
Total Salaries		\$9,000		
Fringe Benefits @ 26 %		\$2,340		
Total Personnel		\$11,340		
	•			
Operating Expenses				
Rental of Property		\$1,200		
Utilities/telephone				
Building Maint., Supplies & Repair				
Office Supplies/Postage				
Printing and Reproduction				
Program/Educational Supplies	· ·			
Computer Supplies				
Insurance				
Staff Training				
Rental of Equipment	1			
Staff Travel (local & out-of-town)		\$499		
Consultants/Subcontractor:	1	· · · · · · · · · · · · · · · · · · ·		
Other:				
Meetings (meal and snacks)		\$2,000		
Media/Advertisements				
Graduation Stipends		\$1,500		
Class Facilitators Stipends		\$1,500		
Peer Treatment Advocate Stipends		\$260		
Total Operating		\$6,959		
Total Direct Expenses		\$18,299		
Indirect Expenses @ 15%		\$1,701		
TOTAL EXPENSES		\$20,000		
Total Unduplicated Clients	<u> </u>	15		
Total Units of Service	1	240		
Cost Per Unit of Service		\$83.33		

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Page 2 of 4

Prepared by Ann Parks-Council

Telephone No. (650) 364-6563 Ext. 17

Contractor Name: AIDS Community Research Consortium (ACRC) No. 64323

### SAN MATEO COUNTY AIDS PROGRAM CONTRACT BUDGET (COST ALLOCATION BY FUNDING PERIOD) Case Management Program

ATTACHMENT III		Page 3 of 4			
		#1			
Funding Period					
	Mai	r '01 -Feb '02			
Personnel Expenses	FTE				
Case Manager (Mar to July) @ \$31,750	1.0	\$13,229			
Case Manager (Aug to Feb) @ \$34,925	1.0	20,372			
Total Salaries		33,601			
Fringe Benefits @ 26 %		\$8,736			
Total Personnel		\$42,337			

Operating Expenses	
Rental of Property	N/A
Telephone	\$300
Building Maint., Supplies & Repair	N/A
Office Supplies/Postage	N/A
Printing and Reproduction	N/A
Program/Educational Supplies	N/A
Insurance	\$300
Staff Training	\$1,135
Rental of Equipment	N/A
Staff Travel (local & out-of-town)	\$1,372
Consultants/Subcontractor:	N/A
Other:	
Meetings & Conferences	\$817
Total Operating	\$3,924
Total Direct Expenses	\$46,261
Indirect Expenses @ 7%	\$3,238
TOTAL EXPENSES	\$49,500
Total Unduplicated Clients	130
Total Units of Service	1,000
Cost Per Unit of Service	\$49.50

Prepared by Ann Parks-Council Tel (650) 364-6563

# Contractor Name: AIDS Community Research Consortium (ACRC) Contract No. 64323 SAN MATEO COUNTY AIDS PROGRAM CONTRACT

## HIV Food Services Program

## ATTACHMENT III

ATTACHMENT III			Page 4 of	4
			#1	
	Funding Period	_	March 01 - Febr	uary 02
Personnel Expenses		FTE		
·		0.10	In-Kind	
Luther C. Brock, Sr. Director of Programs		0,15	In-Kind	
Byron Swerdfeger, ELLIPSE Food Program Coordinator				
(March to July)		0.75		13,750
Byron Swerdfeger (August to Feb) @\$34,650		0.75		20,212
Mary Prem, ACRC Program Administrator (\$15.00/hr)				
(March to July)		1.00	····	13,000
Mary Prem, Food Program Administrator @ \$38,115		4.00		
(August to February)		1.00		22,234
Johnny Gipson, Program Services Assistant (\$12.75/hr)		0.50		In-Kind
Terry Fisher, Program Services Assistant (\$12.75/hr)		0.37		9,500
Total Salaries Fringe Benefits @ 26%				78,696
			ويور المراجع المراجع	20,461
Total Personnel		4.62	·····	99,157
One setting Expense				
Operating Expense Rental of Property				6 404
Utilities/telephone				6,424 2,750
Building Maint., Supplies & Repair				2,750
Office Supplies/Postage				1,200
Printing and Reproduction			· · · · · · · · · · · · · · · · · · ·	400
Program/Educational Supplies				150
Vehicle Operating Cost				1,284
Insurance/Licenses				1,200
Vehicle Manintenance/Repair				1,500
Staff Training			· · · · · ·	250
Staff Travel				600
Consultants/Subcontractor:				
Toni Toledo, MPH, RD (4 hours @ \$65.00/hr)				3,120
Other:				
Delivered Meals/Groceries and Nutritional Suppliments				40,000
Food Contributions (Second Harvest, Restaurants)			In-Kind	
Grocery Vouchers (1 voucher x 180 clients x 12 months	@ \$20.00)			43,200
Total Operating		······································		102,678
Total Direct Expenses				201,835
Indirect Expenses				18,165
(Ind. Exp. rate @ 9%)				
TOTAL EXPENSES		<u> </u>		220,000
Total Undunlicated Clients				250
Total Unduplicated Clients Total Units of Service				<u> </u>
Cost Per Unit of Service				\$16.18
				ψ10.10

Prepared by: Ann Parks-Council SMCAP 1

Telephone No. (650) 364-6563

# COUNTY OF SAN MATEO

# Equal Benefits Compliance Declaration Form

I Vendor Identification	
Name of Contractor:	AIDS Community Research Consortium
Contact Person:	Ann Parks- Council
Address:	1048 El Camino Real Suite B
<b>`</b>	Redwood City, CA
Phone Number:	(650)364-6563 Fax Number: (650)364-900/
Il Employees	
Does the Contractor ha	ave any employees? X Yes No
Does the Contractor pr must be Paid "If the ans	wer to one or both of the above is no, please skip to Section IV.*

## Ill Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees. in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

## **IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 12 day of <u>September</u>, 2001 at <u>Reclused City</u>, <u>California</u>. (City) (State)

<u>Ann Parks-Council</u> Signature <u>Associate Director</u> Title

Ann Parks-Council Name (Please Print)

94-3100725 Contractor Tax Identification Number

\*\* TOTAL PAGE.01 \*\*

### COUNTY OF SAN MATEO COUNTY MEMORANDUM

DATE: September 6, 2001

TO: Priscilla Morse, Risk Manager

FROM: Christina Gipe FAX: 573-2875 PONY: PBH 328

**Contract Insurance Approval** SUBJECT:

AIDS Community Research Consortium CONTRACTOR NAME:

DO THEY TRAVEL: Yes

10% PERCENT OF TIME:

12 NUMBER OF EMPLOYEES:

**DUTIES (SPECIFIC):** 

Provide Health Education classes and Case Management services for people with HIV/AIDS. Also provides space for support groups (Premises Agreement).

COVERAGE:	Amount	Approve	Waive	Modify
Comprchensive General Liability	\$1,000.000		·	
Motor Vchicle Liability	\$1,000,000			· · · · · · · · · · · ·
Professional Liability	\$1,000,000	V/		
Worker's Compensation	Statutory	$\checkmark$		· ·

**REMARKS/COMMENTS:** 

ulla Morse

SIGNATURE

#### SUBMIT TO RISK MANAGEMENT -OR-

FAX 363-4864

SEP 07 2001 11:51

**PONY EPS-163** 

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		El Camino Real			INSURER C: St	tate Compe	ensation Insu	rance Fun
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## DESCRIPTIONS (Continued from Page 1)

Form Description: Hired/nonowned auto Limit #1: 1,000,000

Miscellaneous Coverage - General Liability - Pol.# BINDER297028

Form Information

Form Description: \$1,000,000 each occurrence/ \$3,000,000 Aggregate limit Limit #1: 1,000,000 Limit #2: 3,000,000

The certificate holder is additional insured as respects agreement for the Insured to provide health services for the County of San Mateo

MS 25.3 (07/97) 3 of 3 #158991

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.