

STANDARD AGREEMENT AMENDMENT

STD 213 A (DHS Rev 10/03)

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| AGREEMENT NUMBER 01-15099 | AMENDMENT NUMBER A05 |
|-------------------------------------|--------------------------------|

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and Contractor named below:
- | | |
|---|---|
| STATE AGENCY'S NAME California Department of Health Services | (Also referred to as CDHS, DHS, or the State) |
| CONTRACTOR'S NAME County of San Mateo | (Also referred to as Contractor) |
2. The term of this Agreement is July 1, 2001 through June 30, 2004
3. The maximum amount of this Agreement is: \$ 4,738,240
Four Million, Seven Hundred Thirty-Eight Thousand, Two Hundred Forty 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, 2002.
- II. Purpose of amendment: This amendment decreases the funding for the Education & Prevention Program's Memorandum of Understanding (MOU) Year 3 Budget by \$45,793 due to new funding allocation and increases Year 2 of the Case Management Program's MOU by \$6,000 due to the mid-year re-allocation process. Additional, this amendment provides for billing changes in the HIV Counseling and Testing's MOU.
- III. Changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- IV. Paragraph 2 (maximum amount payable) on the face of the original STD 2 is amended to read as follows:



2. Maximum Amount Payable:

Subject to the provisions of Paragraph 5 "Limitations of State Liability" and Paragraph 6, "Funding Reduction in Subsequent Fiscal Years", the maximum amount payable shall not exceed the following amounts:

(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 Mateo | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Mark Church, President San Mateo County, Board of Supervisors | | |
| ADDRESS C/O Mary Jane Wood, AIDS Program Associate Director, County of San Mateo 225 West 37th Avenue, San Mateo, CA 94403-4324 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME California Department of Health Services | | <input type="checkbox"/> Exempt per: |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Edward Stahlberg, Chief, Program Support Branch | | |
| ADDRESS 1501 Capitol Avenue, Room 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413 | | |

- A. \$1,595,855 for the budget period of 7/01/01 through 6/30/02.
- B. \$1,596,029 \$1,602,029 for the budget period of 7/01/02 through 6/30/03.
- C. \$1,586,149 \$1,540,356 for the budget period of 7/01/03 through 6/30/04.
- D. \$4,778,033 \$4,738,240 for the entire agreement term.

V. Paragraph 7 (PAYMENT PROVISIONS) of the original STD 2 is amended to add subparagraphs E and F to read As follows:

7.E. The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

7.F. Invoices, submitted by the Contractor and paid by the State, shall not be deemed evidence of allowable agreement costs. Costs and/or expenses deemed unallowable are subject to paragraph 30, "Recovery of Overpayments" that appears in this amendment.

VI. Paragraph 10.1 entitled (ALLOWABLE LINE ITEM SHIFTS –Effective 1/1/03) is hereby added and shall read as follows:

10.1 Allowable Line Item Shifts

(This provision is effective January 1, 2003 through contract duration.)

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand dollars (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

VII. Paragraph 30 is added to the original STD 2 and reads as follows:

30. RECOVERY OF OVERPAYMENTS

A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:

1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

2) A repayment schedule which is agreeable to both the State and Contractor.

B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor beginning 30 days after Contractor's receipt of the State's demand for repayment.**
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the State's notice requesting reimbursement of questioned audit costs or disallowed expenses.**

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