

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (9/09)

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

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|-------------------------------------|--------------------------------|
| Agreement Number 07-65080 | 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 Mateo2. The term of this Agreement is: **July 1, 2007** through **June 30, 2010**3. The maximum amount of this Agreement after this amendment is: **\$ 4,136,722**
Four Million, One Hundred Thirty-Six Thousand, Seven Hundred Twenty-Two 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, 2009II. **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 decreased by **\$846,890** and is amended to read ~~\$4,983,612(Four Million, Nine Hundred Eighty-Three Thousand, Six Hundred Twelve Dollars)~~ **\$4,136,722 (Four Million, One Hundred Thirty-Six Thousand, Seven Hundred Twenty-Two 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 Mateo | | |
| By (Authorized Signature)  | Date Signed (Do not type) | |
| Printed Name and Title of Person Signing Richard S. Gordon, President of the Board of Supervisors | | |
| Address C/O Maria Gonzalez, Contracts Administrator, County of San Mateo 225 37th Avenue, San Mateo, CA 94403 | | |
| 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 (4 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 | \$629,207 | \$544,472 | \$544,472 | <u>\$164,312</u> | \$1,718,151 | <u>\$1,337,991</u> |
| HIV/AIDS Surveillance | \$134,400 | \$129,696 | \$129,696 | | \$ 393,792 | |
| Early Intervention Program | \$556,625 | \$553,925 | \$553,925 | | \$1,664,475 | <u>\$1,110,550</u> |
| Case Management Program | \$214,820 | \$207,570 | \$207,570 | | \$ 629,960 | <u>\$ 422,390</u> |
| HIV Counseling and Testing | \$178,016 | \$141,609 | \$107,609 | | \$ 427,234 | <u>\$ 319,625</u> |
| Study Youth Northern CA. | \$ 50,000 | \$ 50,000 | \$ 50,000 | | \$ 150,000 | <u>\$ 100,000</u> |
| <u>HIV Care</u> | | | <u>\$452,374</u> | | <u>\$ 452,374</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 Mateo.

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:

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|---|---|
| <p>California Department of <u>Public Health Services</u> Office of AIDS Contracts and Grants <u>Fiscal Management</u> Unit Attention: Carrie Waters <u>Talbot</u> Mail Station Code 7700 1616 Capitol Avenue, Suite 616 P.O. Box 997426 Sacramento, CA 95899-7426</p> <p>Telephone: (916) 449-5932 Fax: (916) 449-5909 E-mail: Cwaters@dhs.ca.gov <u>Carrie.Talbot@cdph.ca.gov</u></p> | <p>Contractor County of San Mateo Attention: Ellen Sweetin, Project Director <u>Matt Geltmaker, STD/HIV Program Director</u> 225 37th Avenue San Mateo, CA 94403</p> <p>Telephone: (650) 573-2565 <u>2077</u> Fax: (650) 573-2565 <u>2875</u> E-mail: esweetin@co.sanmateo.ca.us <u>mgeltmaker@co.sanmateo.ca.us</u></p> |
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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 07-41/1

- 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 07-41/2

- 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 07-41/3

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 07-41/4

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

- E. Project: AIDS Case Management MOU Number: CMP 07-41/5

AIDS Case Management provides comprehensive case management, home- and community-based care to individuals with a written diagnosis from his/her attending physician or primary care practitioner of HIV Disease or, AIDS with current symptoms related to HIV Disease, AIDS, or HIV Disease/AIDS treatment in lieu of placement in a nursing facility or hospital. The purpose of the program is to maintain clients safely in their homes or a residential setting and to avoid more costly institutional care. Services to be provided include case management, skilled nursing care, attendant care, psychotherapy, homemaker services, nutritional counseling, nutritional supplements, home delivered meals, specialized medical equipment and supplies, minor physical adaptations to the home, and non-emergency medical transportation.

- F. Project: Studying Youth in Northern California MOU Number: SYNC 07-41/6

The Health and Risk Behavior Assessment of Injection and non-injection Drug Users will be a single-stage, cluster sample, population-based, door-to-door, cross-sectional survey designed to measure the prevalence of HIV, STD, hepatitis, and related risk behaviors.

- G. Project: HIV Care** MOU Number: **CARE 09-41/7**

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.

Exhibit A, A1
Scope of Work

- 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.