

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY *BA*  
Urgent \_\_\_\_\_ Routine   X    
CEO Concurs with Recommendation YES   *BA*   NO \_\_\_\_\_  
(Information Attached)

BOARD AGENDA #   \*B-10    
AGENDA DATE   July 31, 2001    
4/5 Vote Required YES \_\_\_\_\_ NO   *✓*  

SUBJECT: APPROVAL OF THE STATE DEPARTMENT OF HEALTH AIDS MASTER AGREEMENT AND MEMORANDUM OF UNDERSTANDING (#01-15107).

STAFF  
RECOMMEN-  
DATIONS:

1. APPROVAL OF THE STATE DEPARTMENT OF HEALTH AIDS MASTER AGREEMENT AND MEMORANDUM OF UNDERSTANDING (#01-15107).
2. AUTHORIZE THE HEALTH SERVICES AGENCY MANAGING DIRECTOR OR HER DESIGNEE TO SIGN AND EXECUTE THE CONTRACT AND MEMORANDUM OF UNDERSTANDING (#01-15107).

FISCAL  
IMPACT:

The term of this Master Agreement shall be from July 1, 2001 through June 30, 2002. The amount of contract #01-15107 will not exceed \$635,000 . This amount was budgeted for Fiscal Year 2002.

BOARD ACTION AS FOLLOWS:

No. 2001-560

On motion of Supervisor Blom , Seconded by Supervisor Caruso  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Caruso, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: Simon  
Abstaining: Supervisor: None  
1)   X   Approved as recommended  
2) \_\_\_\_\_ Denied  
3) \_\_\_\_\_ Approved as amended  
MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

**SUBJECT:** APPROVAL OF THE STATE DEPARTMENT OF HEALTH AIDS MASTER AGREEMENT AND MEMORANDUM OF UNDERSTANDING (#01-15107).

**PAGE:** 2

**DISCUSSION:** The AIDS Master Contract and Memorandum of Understanding (MOU) for Case Management Program, HIV Counseling and Testing Programs, AIDS Block Grant Funding, HIV Early Intervention Program, and Education and Prevention Projects have been issued by the State Department of Health Services, Office of AIDS. This contract and MOU provide State funds for HIV counseling, testing, education and prevention, case management and early interventions. The HIV/AIDS program is committed to determining the extent and the trends in HIV infection, planning strategies and intervention to interrupt the spread of the epidemic. The number of identified AIDS cases has increased to 535 from 17 in 1988. Education, testing and surveillance are extremely important in the control and monitoring of HIV disease in this country. The grant from the State allows HSA to provide free HIV counseling and testing to around 2000 individuals in the County; offer primary and secondary prevention to at least 5000 individuals; case manage at least 400 HIV infected clients; and continue surveillance activities to identify trends and epidemiology of services adequately, even though the demand for services increase yearly as our HIV morbidity increases. These services will continue to be provided to the best of the Agency's ability through FY 2001-2002.

**POLICY ISSUES:** The Board of Supervisors approval of this AIDS contract and MOU will authorize the continuation of services to the Stanislaus County residents, including AIDS Education and Prevention Programs, HIV Testing Program, AIDS Case Management Program and AIDS Block Grant Programs through June 30, 2002.

**STAFFING IMPACT:** None.

**STANDARD AGREEMENT**

STD. 2 (REV. 5-91)

APPROVED BY THE  
ATTORNEY GENERAL

CONTRACT NUMBER <b>01-15107</b>	AM. NO.
TAXPAYER'S FEDERAL ID. NUMBER <b>94-6000540</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>	, hereafter called the State, and
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CONTRACTOR'S NAME  
**County of Stanislaus**, 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. \$ 635,000 for the 2001/02 Fiscal Year (July 1, 2001 to June 30, 2002).
- B. \$ 635,000 for the 2002/03 Fiscal Year (July 1, 2002 to June 30, 2003).
- C. \$ 635,000 for the 2003/04 Fiscal Year (July 1, 2003 to June 30, 2004).
- D. \$1,905,000 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 Stanislaus</b>		
BY (AUTHORIZED SIGNATURE) <i>[Signature]</i> For	BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>		
PRINTED NAME OF PERSON SIGNING <b>Edward Stahlberg</b>	PRINTED NAME OF AND TITLE OF PERSON SIGNING <b>Beverly M. Finley, Managing Director, HSA</b>		
TITLE <b>Chief, Program Support Branch</b>	ADDRESS <b>c/o Cleopathia Moore, Associate Director, County of Stanislaus 830 Scenic Drive, P O Box 3127, Modesto, CA 95353-3271</b>		

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$ 635,000</b>	PROGRAM / CATEGORY (CODE AND TITLE) <b>Clearing Account</b>	FUND TITLE <b>General</b>		<b>Department of General Services Use Only</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			
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$ 635,000</b>	ITEM <b>4260-111-0001</b>	CHAPTER <b>106</b>	STATUTE <b>2001</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.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>			DATE <b>8-6-01</b>	

This contract exempt from DGS approval per Chapter 106 / Stats of 2001 Item 4260-111-001 (AIDS)

**CASE MANAGEMENT**

Amount Encumbered: \$177,734  
Program/Category: Local Assistance  
Fund Title: General Fund  
Item: 4260-111-001  
Object of Expenditure: 01-51345-4491-702-05

**EDUCATION AND PREVENTION**

Amount Encumbered: \$182,266  
Program/Category: Local Assistance  
Fund Title: General Fund  
Item: 4260-111-001  
Object of Expenditure: 01-51312-4492-702-05

**HIV TESTING PROGRAM**

Amount Encumbered: \$70,000  
Program/Category: Local Assistance  
Fund Title: General Fund  
Item: 4260-111-001  
Object of Expenditure: 01-51325-4492-702-05

Amount Encumbered: \$30,000  
Program/Category: Local Assistance  
Fund Title: Federal Fund  
Item: 4260-111-001  
Object of Expenditure: 01-95366-9180-702-05-95364L-01  
CFDA: 93.940

**SURVEILLANCE**

Amount Encumbered: \$54,300  
Program/Category: Local Assistance  
Fund Title: General Fund  
Item: 4260-111-001  
Object of Expenditure: 01-51323-4493-702-05

Amount Encumbered: \$10,700  
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: \$110,000  
Program/Category: Local Assistance  
Fund Title: General Fund  
Item: 4260-111-001  
Object of Expenditure: 01-51348-4491-702-05

MEMORANDUM OF UNDERSTANDING  
(MOU)

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 01-15107

PROGRAM: HIV Counseling & Testing

MOU NUMBER: HIV 01-50

1. MOU TERM:

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

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$ 100,000 for the 2001/02 Fiscal Year (July 1, 2001 to June 30, 2002).
- B. \$ 100,000 for the 2002/03 Fiscal Year (July 1, 2002 to June 30, 2003).
- C. \$ 100,000 for the 2003/04 Fiscal Year (July 1, 2003 to June 30, 2004).
- D. \$ 300,000 for the entire MOU term.

3. MOU ATTACHMENTS:

The following attachments are incorporated herein, and made a part hereof by this reference:

- A. Attachment 1, entitled "Program Standards of Practice," consisting of three pages.
- B. Attachment 2, entitled "Indicators for Enhanced Counseling," consisting of one page.
- C. Attachment 3, entitled "HIV Counseling Information System 5.0 Invoice Format," 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, is incorporated herein and made a part hereof by this reference. The STATE hereby certifies that this agreement and any MOUs thereto 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 OF STANISLAUS

Michael Montgomery  
Signature

Cynthia A. Coit for Beverly Fenley  
Signature

For Michael Montgomery, Chief  
Office of AIDS

Cynthia A. Coit, CFO  
Printed/Typed Name and Title

8/20/01  
Date

7/12/01  
Date

MEMORANDUM OF UNDERSTANDING  
(MOU)

Page 1 of 3

CONTRACTOR: COUNTY OF STANISLAUS

CONTRACT NUMBER: 01-15107

PROGRAM: Early Intervention Program  
Early Intervention Project

MOU NUMBER: EIP/PR 01- 50

1. MOU TERM:

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

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$ 110,000 for the 2001/02 Fiscal Year (July 1, 2001 to June 30, 2002).
- B. \$ 110,000 for the 2002/03 Fiscal Year (July 1, 2002 to June 30, 2003).
- C. \$ 110,000 for the 2003/04 Fiscal Year (July 1, 2003 to June 30, 2004).
- D. \$ 330,000 for the entire MOU term.

3. MOU ATTACHMENTS:

The following attachments are incorporated herein and made a part hereof by this reference:

- A. Attachment 1, entitled, "Scope of Work", consisting of five pages.
- B. Attachment 2, entitled, "Budget", Year 1 consisting of one page.
- C. Attachment 3, entitled, "Budget", Year 2 consisting of one page.
- D. Attachment 4, entitled, "Budget", Year 3 consisting of one page.
- E. Attachment 5, entitled, "Invoice Procedures", consisting of six pages.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, is incorporated herein and made a part hereof by this reference. The STATE hereby certifies that this agreement and any MOUs thereto 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 OF STANISLAUS

Vanessa Rant  
Signature

Cynthia A. Coit for Beverly Torrey  
Signature

For Michael Montgomery, Chief  
Office of AIDS

Cynthia A. Coit, CFO  
Printed/Typed Name and Title

8/15/01  
Date

7/12/07  
Date

MEMORANDUM OF UNDERSTANDING  
(MOU)

Page 1 of 3

CONTRACTOR: County of Stanislaus

CONTRACT NUMBER: 01-15107

PROGRAM: HIV/AIDS Surveillance

MOU NUMBER: SP 01-50

1. MOU TERM:

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

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$65,000 for the 2001/02 Fiscal Year (July 1, 2001 to June 30, 2002).
- B. \$65,000 for the 2002/03 Fiscal Year (July 1, 2002 to June 30, 2003).
- C. \$65,000 for the 2003/04 Fiscal Year (July 1, 2003 to June 30, 2004).
- D. \$195,000 for the entire MOU term.

3. MOU ATTACHMENTS:

The following attachments are incorporated herein, and made a part hereof by this reference:

- A. Attachment 1, entitled "Scope of Work," consisting of seven pages.
- B. Attachment 2, entitled "Budget," Year 1 consisting of one page.
- C. Attachment 3, entitled "Budget," Year 2 consisting of one page.
- D. Attachment 4, entitled "Budget," Year 3 consisting of one page.
- E. Attachment 5, entitled "Invoice Format," consisting of one page.
- F. Attachment 6, entitled "Invoicing Procedures," consisting of two pages.
- G. Attachment 7, entitled "Progress Report Instructions," 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, is incorporated herein and made a part hereof by this reference. The STATE hereby certifies that this agreement and any MOUs thereto 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 OF STANISLAUS:

Signature

*Vanessa Baud*

Signature

*Cynthia A. Coit for Beverly Finley*

*Michael* Michael Montgomery, Chief  
Office of AIDS

*Cynthia A. Coit, CFO*  
Printed/Typed Name and Title

Date

*8/20/01*

Date

*7/12/01*

MEMORANDUM OF UNDERSTANDING  
(MOU)

CONTRACTOR: COUNTY OF STANISLAUS

CONTRACT NUMBER: 01-15107

PROGRAM: AIDS Case Management

MOU NUMBER: CMP 01-50

1. MOU TERM:

The term of this MOU shall be from July 1, 2001 through June 30, 2002.

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed \$177,734 to serve the Average Minimum Monthly Caseload of 27.

3. MOU ATTACHMENTS:

A. The following attachments are incorporated herein and made a part hereof by this reference:

1. Attachment 1, entitled "Scope of Work", consisting of ten pages.
2. Attachment 2, entitled "Budget", consisting of one page.
3. Attachment 3, entitled "Invoice Format", consisting of one page.
4. Attachment 4, entitled "Invoice Procedures," consisting of two pages.

B. The following attachments and any subsequent updates are not attached to the agreement, but are incorporated herein and made a part hereof by this reference. The STATE shall provide the CONTRACTOR with copies of said attachments and any periodic updates thereto, under separate cover.

1. Model Subcontracting Elements
2. Joint AIDS Case Management Protocols
3. Quarterly Progress Report and Annual Summary of Findings

C. The Joint AIDS Case Management Protocols may be updated periodically by the State, as required by program directives. The Office of AIDS will make a good-faith effort to provide the Contractor thirty days advance written notice of said changes or revisions. The changes or revisions to the above will take the form of an All Project Director's Letter (APDL), or a formal policy statement. A copy of any revision to the above will be forwarded to the Contractor under separate cover. The Office of AIDS will maintain on file all attachments referenced herein, and any subsequent periodic updates.

STATE OF CALIFORNIA:

Vanessa Daniel  
Signature

for Michael Montgomery, Chief  
Office of AIDS

8/21/01  
Date

COUNTY OF STANISLAUS:

Cynthia A. Coit for Beverly Foxley  
Signature

Cynthia A. Coit, CFO  
Printed/Typed Name and Title

7/12/01  
Date