

**AGREEMENT FOR SERVICES #222-S1311
AMENDMENT I
Ryan White Comprehensive AIDS Resources Emergency (CARE) Act**

This Amendment I to that Agreement for Services #222-S1311 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Foothills AIDS Foundation, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 12183 Locksley, #208, Auburn, CA 95603, (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Susan L. Farrington, 12183 Locksley Lane, #208, Auburn, CA 95603.

RECITALS

WHEREAS, Congress created the Ryan White Comprehensive AIDS Resources Emergency ("CARE") Act in 2009 and Sacramento County is an applicant/recipient of CARE Act funds, a series of grant programs that fund treatment services for persons living with Human Immunodeficiency Virus ("HIV") or Acquired Immunodeficiency Syndrome ("AIDS"); and

WHEREAS, Sacramento County serves as the fiscal agent that distributes CARE Act funds to various counties, including the County of El Dorado, who then pass through the funds to local community-based organizations that specialize in services to individuals and families living with HIV/AIDS; and

WHEREAS, the County Board of Supervisors adopted Resolution 115-2012 on August 21, 2012, authorizing the Chair to sign CARE Act Funding Agreement #223-F1311 with the County of Sacramento for the term dates of July 1, 2012 through June 30, 2015 thereby allowing the County to pass through the funds to local community-based organizations that provide HIV/AIDS related services; and

WHEREAS, Sierra Foothill AIDS Foundation, Inc. has been engaged by County to provide case management services and supportive care services on behalf of County for individuals and families in the County of El Dorado who are living with HIV/AIDS under Title I of the CARE Act in accordance with Agreement for Services #222-S1311, dated February 26, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have identified that the current Case Management rate of \$15.98 per one 15-minute encounter unit of service including, but not limited to salary, overhead, utilities, employee benefits, etc., is an estimated amount based on prior year services that is reconciled

against a monthly account of expenditures to ensure the amount paid was based on actual cost of services. The parties recognize and agree that any modification to the Case Management Rate shall not increase the reimbursement cost set forth in the original agreement, but rather shall reflect the actual cost of services provided after reconciliation. Therefore, the parties hereto agree to amend the Case Management rate to reflect actual cost of services without raising the rate of compensation from the original agreement, thereby simplifying the annual reconciliation; and

WHEREAS, the parties hereto have mutually agreed to amend **Article IV - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXX – Access to Records**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #222-S1311 shall be amended a first time and be effective as of July 1, 2012 as follows:

1) Article IV shall be amended in its entirety to read as follows:

Article IV.

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.

A. Rates: Reimbursed costs include direct client services and case management. Direct client services include but are not limited to transportation, oral health care, mental health services, emergency financial assistance, and ambulatory care. Case Management costs shall include, but not be limited to, salary, overhead, utilities, employee benefits, etc. Actual costs for Case Management shall be reimbursed at a dollar-for-dollar rate including, but not limited to salary, overhead, utilities, employee benefits, etc that is reconciled against a monthly account of expenditures. The Case Management rate may vary from month to month so long as the annual average rate established by a twelve month reconciliation is based on actual costs and does not exceed the prior Case Management rate of \$15.98 per one 15-minute encounter unit of service.

Service Type	Description	Rate
Transportation Services	1 vendor paid transportation dollar	\$1.00
Oral Health Care	1 vendor paid dollar (“VPD”)for dental visit	\$1.00
Mental Health	1 VPD adult individual/group – psychological	\$1.00
Emergency Financial Assist.	1 other critical need dollar	\$1.00
Ambulatory Care	1 VPD for primary care visit w/HCP	\$1.00
	1 VPD for specialty care visit w/HCP	\$1.00
	1 VPD for lab visit	\$1.00
Case Management	Average annual rate per encounter not to exceed amount.	\$15.98

B. Invoices /Remittances shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency – Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	Sierra Foothills AIDS Foundation, Inc. 12183 Locksley Lane, #208 Auburn, CA 95603

C. Not-to-Exceed: Total amount of this Agreement shall not exceed \$450,074.

2) Article XXX shall be added to read as follows:

Article XXX

Access to Records: Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three years after final payment or for any longer period required by law.

Except as herein amended, all other parts and sections of that Agreement #222-S1311 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Michael Ungeheuer
Michael Ungeheuer, RN, MN, PHN,
Community Public Health Nursing Manager
Health and Human Services Agency

Dated: 9/11/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:


By: Don Ashton
Don Ashton, M.P.A., Interim Director
Health and Human Services Agency

Dated: 9/12/13


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #222-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/17/13

By:  _____
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By:  _____
Deputy Clerk

Dated: 9/17/13

-- CONTRACTOR --

SIERRA FOOTHILLS AIDS FOUNDATION, INC.
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

By:  _____
Susan L. Farrington, Executive Director
"Contractor"

Dated: 9-13-2013

zmm