

# AGREEMENT FOR SERVICES

464-PHD0705

## RYAN WHITE TITLE I C.A.R.E. ACT PROGRAM SERVICES

SIERRA FOOTHILLS AIDS FOUNDATION, INC.

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### AMENDMENT I

**THIS AMENDMENT to that AGREEMENT** made and entered into on July 1, 2005 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 Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 12183 Locksley, #205, Auburn, CA 95603 (hereinafter referred to as "Contractor");

### W I T N E S S E T H

**WHEREAS**, Contractor has been engaged by County to render Ryan White Title I C.A.R.E. Act case management services for individuals and families in El Dorado and Alpine Counties who are living with HIV/AIDS; and

**WHEREAS**, County desires to continue this arrangement with Contractor for an additional year; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I – Scope of Services**

Reference to *Exhibit A* shall be replaced with reference to *Exhibit A-1*.

**ARTICLE II – Term** shall be replaced in its entirety by the following:

**ARTICLE II**

**Term:** This Agreement is effective July 1, 2005 and shall expire June 30, 2007.

**ARTICLE III – Compensation for Services** shall be replaced in its entirety by the following:

**ARTICLE III**

**Compensation for Services:** Compensation for Ryan White Title I CARE services shall not exceed \$169,906 for the term of July 1, 2005 through June 30, 2006, a twelve-month period (see Budget Summary attached hereto as *Exhibit B*).

Compensation for Ryan White Title I CARE services shall not exceed \$166,321 for the term of July 1, 2006 through June 30, 2007, a twelve (12) month period (see Budget Summary attached hereto as *Exhibit B-1*).

Funding adjustments between line items shown in *Exhibits B* and *B-1* shall be allowed when agreed to in writing between Contractor and the County AIDS Program Coordinator. Payment for services rendered shall be in arrears, and based on the unit of service reimbursement rate shown on *Exhibits C and C-1, Sierra AIDS Foundation - Units of Service Summary Worksheet*. A report of actual units of service provided must be furnished to the El Dorado County Public Health Department Fiscal Administration Manager along with an invoice, no later than the 25th of each month following services. Payment will be within 30 days of approval of the invoice and the accompanying report of units of service provided.

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The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
James R. Sweeney, Chairman  
El Dorado County Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**  
**Cindy Keck, Clerk**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**

By: \_\_\_\_\_  
Kathy Acquistapace, Executive Director  
Sierra Foothills AIDS Foundation

Date: \_\_\_\_\_

**Ryan White CARE Program  
SCOPE OF SERVICES**

**GENERAL REQUIREMENTS**

Under the terms of this Agreement, the County will require that the Contractor:

1. Ensure that all work performed under this Agreement is in full compliance with all applicable provisions of Title I/II of the Ryan White CARE Act, and/or Health Resources and Services Administration (HRSA) approved policies and procedures.
2. Comply with all HRSA, State Office of AIDS (SOA) and Fiscal Agent reporting requirements in a timely manner as specified by Sacramento County, Fiscal Agent of the Sacramento Region Eligible Metropolitan Area (EMA).
3. Integrate service directives and/or standards developed and adopted by the HIV Health Services Planning Council into existing program models. If applicable, these directives and/or standards will be furnished to the Contractor along with this Agreement. The Contractor may request an exemption from certain provisions of the Council service directives and/or standards through written request to the Administrator. Sacramento County, as Fiscal Agent of the Sacramento Region EMA, retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing to the Administrator in advance of anticipated need.
4. Track and report needs of clients, including documentation of any needs that are not provided for by funding under Title I/II of the Ryan White CARE Act.
5. Participate in the development of a continuum of care, including development of a comprehensive plan for the Eligible Metropolitan Area (EMA). This process will also require establishment and maintenance of cooperative working relationships with other service providers within the region continuum of care.
6. Process consumer complaints and/or grievances in a manner consistent with established agency grievance procedures. Agency grievance policies and procedures must be prominently posted at each agency. Consumers are to be furnished with a copy of said procedures on request.

**I. AMBULATORY CARE/OUTPATIENT MEDICAL CARE**

Contractor will provide vendored outpatient ambulatory care/outpatient medical care to HIV infected persons in El Dorado and Alpine Counties.

**A. OBJECTIVE**

Contractor will provide vendored outpatient medical care to HIV infected clients. Services provided will include office-based medical services, emergency department services, skilled nursing, intermediate care, long-term care, and specialized health services focusing on the

prevention of illness and the ongoing management of chronic conditions and acute health problems. Medical care includes: diagnostic testing (including radiology and laboratory), early intervention and risk assessment, preventative care and screening, and mental history and examination, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery, and continuing care and management of chronic conditions. Care will be provided through licensed physicians, advanced practice nurses (i.e., nurse practitioners), or physician assistants.

Number of Unduplicated Clients:

**An estimated minimum of 20 unduplicated clients will receive primary care units of service during each year of this Agreement.**

Number of Units of Services:

**During the contract period of July 1, 2005 through June 30, 2006, an estimated 6,082 primary care units of service will be provided with 1 unit of service = 1 vendor paid dollar. During the contract period of July 1, 2006 through June 30, 2007, an estimated 7,979 primary care units of service will be provided with 1 unit of service = 1 vendor paid dollar.**

**During the contract period of July 1, 2005 through June 30, 2006, an estimated 3,269 laboratory units of service will be provided with 1 unit of service = 1 vendor paid dollar. During the contract period of July 1, 2006 through June 30, 2007, an estimated 3,231 laboratory units of service will be provided with 1 unit of service = 1 vendor paid dollar.**

**During the contract period of July 1, 2005 through June 30, 2006, an estimated 1,680 specialty care units of service will be provided with 1 unit of service = 1 vendor paid dollar. During the contract period of July 1, 2006 through June 30, 2007, an estimated 1,658 specialty care units of service will be provided with 1 unit of service = 1 vendor paid dollar.**

## II. CLIENT SERVICES SYSTEM: Case Management

Contractor will provide comprehensive, high quality case management services including ongoing assessment of client service and need, development of individualized service plan, information and referral to appropriate community resources, and benefits counseling to assist clients in accessing programs for which they are eligible.

### A. OBJECTIVE

1. Contractor will provide ongoing social worker (or comparable professional) to provide information, referrals, assessment, advocacy, case finding and other support services and interventions as needed.

Number of Unduplicated Clients:

**A minimum of 120 clients will receive social worker services during the contract period of July 1, 2005 through June 30, 2006. An estimated 70 clients will receive**

**social worker services during the contract period of July 1, 2006 through June 30, 2007.**

Number of Units of Service

**During the contract period of July 1, 2005 through June 30, 2006, an estimated 8,553 units of case management services (1 unit = 1 15-minute face-to-face encounter; 1 unit = 1 15-minute social worker other encounter). During the contract period of July 1, 2006 through June 30, 2007, an estimated 8,449 units of case management services (1 unit = 1 15-minute face-to-face encounter; 1 unit = 1 15-minute social worker other encounter).**

### III. SUPPORT SERVICES FOR CLIENT AND PARTNER/FAMILY

Contractor will provide Support Services to HIV infected persons and their partners/families in El Dorado County.

#### A. OBJECTIVE

Contractor will provide vendored support services for adult/day respite care, alternative/complementary therapy, food and nutrition, transportation, housing/utilities, and other critical need vouchers for the following estimated units of service.

**During the period of July 1, 2005 through June 30, 2006:**

<u>Description</u>	<u>Units</u>	<u>Rate Per Unit</u>
Support Services: Psychosocial Support 1 vendor paid alternative/complementary therapy dollar	2,604	1 unit of service = 1 vendor paid dollar
Support Services: Food and Nutrition 1 vendor paid food dollar	8,682	1 unit of service = 1 vendor paid dollar
Support Services: Housing and Utilities 1 vendor paid rent/lodging dollar	1,736	1 unit of service = 1 vendor paid dollar
Support Services: Transportation 1 vendor paid transportation dollar	5,209	1 unit of service = 1 vendor paid dollar
Support Services: Other Critical Need 1 vendor paid other critical need dollar	1,736	1 unit of service = 1 vendor paid dollar

**During the period of July 1, 2006 through June 30, 2007:**

<u>Description</u>	<u>Units</u>	<u>Rate Per Unit</u>
Support Services: Psychosocial Support 1 vendor paid alternative/complementary/support groups therapy dollar	1,715	1 unit of service = 1 vendor paid dollar
Support Services: Food and Nutrition 1 vendor paid food dollar	8,577	1 unit of service = 1 vendor paid dollar
Support Services: Housing and Utilities 1 vendor paid rent/lodging dollar	1,616	1 unit of service = 1 vendor paid dollar
Support Services: Transportation 1 vendor paid transportation dollar	5,146	1 unit of service = 1 vendor paid dollar
Support Services: Other Critical Need 1 vendor paid other critical need dollar	1,715	1 unit of service = 1 vendor paid dollar

V. DENTAL CARE

Contractor will provide dental care to HIV infected persons in El Dorado County.

A. OBJECTIVE

Contractor will provide vendored dental care to HIV infected clients. Services provided will include diagnostic, prophylactic and therapeutic services. Care will be provided through licensed dentists or appropriate staff.

Number of Unduplicated Clients:

**During the period of July 1, 2005 through June 30, 2006, a minimum of 3 unduplicated clients will receive dental treatment services. During the period of July 1, 2006 through June 30, 2007, an estimated 2- 3 unduplicated clients will receive dental treatment services.**

Number of Units of Services:

**During the period of July 1, 2005 through June 30, 2006, an estimated 2,605 dental treatment units of service will be provided with 1 unit of service = 1 vendor paid dollar. During the period of July 1, 2006 through June 30, 2007, an estimated 2,574 dental treatment units of service will be provided with 1 unit of service = 1 vendor paid dollar.**

VI. MENTAL HEALTH THERAPY FOR CLIENT AND PARTNER/FAMILY

Contractor will provide mental health therapy to HIV infected persons and their partners/families in El Dorado County.

A. OBJECTIVE

Contractor will provide vendored mental health therapy to HIV infected clients and their partners/families. Services provided will include both psychological and psychiatric treatment and counseling (individual, group, or a combination). Services will be provided by mental health professionals licensed or authorized within the states of California or Nevada, including psychiatrists, psychologists, clinical nurse specialists, social workers, and counselors.

Number of Unduplicated Clients:

**During the period of July 1, 2005 through June 30, 2006, a minimum of 7 unduplicated clients and/or their partners/families will receive mental health services. During the period of July 1, 2006 through June 30, 2007, an estimate of 5-10 unduplicated clients and/or their partners/families will receive mental health services.**

Number of Units of Services:

**During the period of July 1, 2005 through June 30, 2006, an estimated 6,077 mental health units of service will be provided (1 unit = 1 adult individual psychological visit paid service dollar). During the period of July 1, 2006 through June 30, 2007, an estimated 6,005 mental health units of service will be provided (1 unit = 1 adult individual psychological visit paid service dollar).**

VII. LOCAL DRUG ASSISTANCE PROGRAM: Prescription Medication

Contractor will provide assistance for obtaining medications for non-ADAP or otherwise covered medications for HIV infected persons in El Dorado County.

A. OBJECTIVE

Contractor will provide assistance to HIV infected clients in purchasing medications not covered under the ADAP program, private insurance, Medi-Cal, Medicare, or Veterans benefits.

Number of Unduplicated Clients:

**During the period of July 1, 2005 through June 30, 2006, a minimum of 7 unduplicated clients will receive assistance purchasing medications. During the period of July 1, 2006 through June 30, 2007, an estimate of 7-9 unduplicated clients will receive assistance purchasing medications.**

Number of Units of Services:

**During the period of July 1, 2005 through June 30, 2006, an estimated 1,736 local drug assistance units of service will be provided (1 unit = 1 vendor paid medication dollar). During the period of July 1, 2006 through June 30, 2007, an estimated 1,715 local drug assistance units of service will be provided (1 unit = 1 vendor paid medication dollar).**



**Exhibit B**  
**El Dorado/Alpine County CARE Act**  
**Budget: July 1, 2005 - June 30, 2006**

**Personnel:**

Executive Director (.2 FTE)	\$ 10,000.00
Case Manager: Placerville (.5 FTE)	\$ 16,500.00
Case Manager: Lake Tahoe (.8 FTE)	\$ 36,000.00
Bookkeeper: (.3 FTE)	\$ 13,500.00
Administrative Assistant: (.4 FTE)	\$ 11,648.00
 Subtotal Personnel:	 \$ 87,648.00
Benefits:	\$ 21,912.00
<b><u>Total Personnel Costs:</u></b>	<b><u>\$ 109,560.00</u></b>

**Operating Expenses:**

Rent & Utilities	\$ 10,000.00
Communications	\$ 3,000.00
Travel	\$ 1,500.00
Office Supplies	\$ 750.00
Postage & Photocopying	\$ 500.00
Insurance	\$ 750.00
Computer/Office Equipment & Maintenance	\$ 1,000.00
Staff Volunteer Training/Development	\$ 930.00
Audit Fee	\$ 500.00
<b><u>Total Operating Costs</u></b>	<b><u>\$ 18,930.00</u></b>

**Total Case Management Costs** **\$ 128,490**

**Client Financial Aid**

Food/Nutritional	\$ 8,682.00
Ambulatory Care	\$ 11,031.00
Housing	\$ 1,736.00
Prescriptions	\$ 1,736.00
Alternative Care	\$ 1,736.00
HIV Support Groups	\$ 868.00
Mental Health Services	\$ 6,077.00
Transportation	\$ 5,209.00
Dental Care	\$ 2,605.00
Other Critical Need	\$ 1,736.00
<b><u>Total Client Financial Aid</u></b>	<b><u>\$ 41,416.00</u></b>

**TOTAL SFAF CARE ACT BUDGET:** **\$ 169,906**

**El Dorado County Admin Fee** **\$ 21,094.00**

**Total CARE Act Budget** **\$ 191,000.00**

**Exhibit B-1**  
**El Dorado/Alpine County CARE Act**  
**Budget: July 1, 2006 - June 30, 2007**  
**Maximum Payment to Contractor**

A. The total maximum payment amount under this agreement is: \$166,319.00

**BUDGET**

<b><u>Budget Item</u></b>	<b><u>Total Expenses per Budget Item</u></b>
Ambulatory Medical Care	\$ 12,868.00
Case Management	\$ 123,432.00
Oral Health	\$ 2,574.00
Mental Health Counseling	\$ 6,005.00
Prescription Medication	\$ 1,715.00
Psychosocial Support	\$ 2,573.00
Food and Nutrition	\$ 8,577.00
Housing	\$ 1,716.00
Transportation	\$ 5,146.00
Other Critical Need	\$ 1,715.00
<b>Total Budget</b>	<b><u>\$ 166,321.00</u></b>



**EXHIBIT C-1**  
**SIERRA FOOTHILL AIDS FOUNDATION FY 2006/07**  
**UNITS OF SERVICE SUMMARY**

SERVICE PRIORITY	Visit Code	Service Code	Estimated Quantity		Unit of Service Cost	Total Funding Requested
			Units of Service Description	# of UCD		
Ambulatory Medical Care	10	01010	1 vendor paid dollar for lab visit	5	3231	\$3,231
	10	01008	1 vendor paid dollar for primary care visit w/HCP	10	7979	\$7,979
	10	01009	1 vendor paid dollar for specialty care visit w/HCP	5	1658	\$1,658
Client Services System	140	14020	1 15 min Field-based face to face encounter	60	3540	\$51,719
	140	14021	1 15 min Field-based other encounter	60	4909	\$71,713
Oral Health	20	2002	1 vendor paid dollar for dental visit	3	2574	\$2,574
Mental Health/Counseling	30	3045	1 vendor paid adult individual-psychological	7	6005	\$6,005
Prescription Medication	999	15002	1 vendor paid medication dollar	7	1715	\$1,715
Psychosocial Support	999	11046	1 vendor paid alt/complementary therapy dollar	7	1715	\$1,715
	999	11090	1 vendor paid HIV Support Groups dollar	15	858	\$858
Food and Nutrition	999	11020	1 vendor paid food dollar	7	8577	\$8,577
Housing	999	11016	1 vendor paid lodging dollar	4	858	\$858
	999	11022	1 vendor paid rent dollar	4	858	\$858
Transportation	999	11025	1 vendor paid transportation dollar	46	5146	\$5,146
Other Critical Need	999	11029	1 other critical need dollar	4	1715	\$1,715
Total Expenditure						\$166,321