

AGREEMENT FOR SERVICES #108-095A-P-E2011  
AMENDMENT I

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This Amendment I to that Agreement for Services #108-095A-P-E2011, 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, #205, Auburn, CA 95603; (hereinafter referred to as CONTRACTOR).

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide case management services for individuals and families in the County of El Dorado who are living with human immunodeficiency virus (HIV) / Acquired Immunodeficiency Syndrome (AIDS) under Title I of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act; and, in accordance with Agreement for Services #108-095A-P-E2011, dated December 20, 2011 , incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend one of the definitions in the original Agreement, amending *Article I – Definitions*; and

WHEREAS, the parties hereto have mutually agreed to amend the term in the original Agreement, amending *Article III – Term*; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of the original Agreement, amending *Article IV – Compensation For Services*; and

WHEREAS, the parties hereto have mutually agreed to amend and replace *Exhibit B* of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend and replace *Exhibit C* of said Agreement;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #108-095A-P-E2011 shall be amended a first time as follows:

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

**Article I. DEFINITIONS**

AIDS	Acquired Immunodeficiency Syndrome.
ART	Active Antiviral Therapy
CARE Act	Ryan White Comprehensive AIDS Resources Emergency Act.
CARE Act Program	The program and activities identified as being funded by Public Law 101-381, the Ryan White Comprehensive AIDS Resources Emergency Act.
CARE PLAN	A comprehensive individualized Care Plan that prioritizes client needs identifies resources to meet those needs and documents mutually agreed-upon goals. This is developed during the initial intake process by the CONTRACTOR during a face-to-face interview with the client.
CCR	California Code of Regulations.
CFR	Code of Federal Regulations.
Client	Those persons who meet the eligibility criteria for the CARE Act Program.
CONTRACTOR	Sierra Foothills AIDS Foundation, Inc.
COUNTY	County of El Dorado.
Contract Administrator	For the purpose of this Agreement, the Contract Administrator shall be that Officer or employee with responsibility for administering this Agreement, pursuant to Article XXI.
DHHS	Sacramento County Department of Health and Human Services
Fiscal Agent	For purposes of this Agreement, the Fiscal Agent shall be the Sacramento County EMA.
GAS	Governmental Audit Standards as described in the General Accounting Office.
HAART Therapy	Highly Active Antiretroviral Therapy
HIV	Human immunodeficiency virus.
HIV Health Services Planning Council	A 30 member community planning body whose primary responsibilities include: assessing the needs of people living with HIV in El Dorado, Placer, Yolo and Sacramento Counties; establishing appropriate service priorities; and allocating approximately \$3.5 million in Federal grant funding (as provided under Part A and B of the Ryan White HIV/AIDS Treatment Modernization Act) to pay for the delivery of HIV/AIDS medical and support services for those who otherwise could not afford such services.
HRSA	Health Resources and Services Administration - HRSA is the primary Federal agency for improving access to healthcare services for people who are uninsured, isolated, or medically vulnerable.
PHS	Public Health Services.
PLWH/A	Persons living with HIV/AIDS.
Sacramento EMA	Sacramento Eligible Metropolitan Area.

Sacramento TGA	Sacramento Transitional Grant Area – for purposes of this Agreement, the TGA encompasses Sacramento, El Dorado and Placer counties.
USO	Units of Service as defined in Exhibit C – Ryan White CARE Act Sierra Foothills AIDS Foundation Units of Service Summary January 1, 2012 through June 30, 2012, attached hereto and incorporated by reference herein.
W&I Code	California Welfare and Institutions Code.

2) Article III shall be amended in its entirety to read as follows:

**Article III. TERM**

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of March 1, 2011 to June 30, 2012 unless earlier terminated pursuant to the provisions under Article X or Article XI herein.

3) Article IV, Section 4.01 shall be amended in its entirety to read as follows

**Article IV. COMPENSATION FOR SERVICES**

**Section 4.01**

Not-to-exceed for services provided pursuant to this Agreement	\$188,680.73
Sierra Foothills AIDS Foundation Administrative Fee (5%)	11,101.39
Total Not-to-Exceed Amount	\$199,782.12


4) Exhibit B – Budget & Budget Narrative shall be replaced in its entirety by Exhibit B (amended) – Budget & Budget Narrative attached hereto and incorporated by reference herein.

5) Article IV, Section 4.03 shall be amended in its entirety to read as follows:

Section 4.03 Payment for services rendered shall be in arrears and based on the unit of service reimbursement rate shown on Exhibit C (amended) – Sierra AIDS Foundation Units of Service Summary March 1, 2011 – June 30, 2012, attached hereto and incorporated by reference herein.

Except as herein amended, all other parts and sections of that Agreement 108-095A-P-E2011 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:   
Daniel Nielson, M.P.A., Director  
Health and Human Services Agency

Dated: 3-23-2012

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services 108-095A-P-E2011 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors  
COUNTY

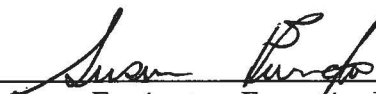
Dated: \_\_\_\_\_

*ATTEST:*  
*Suzanne Allen de Sanchez*  
*Clerk of the Board of Supervisors*

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

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

-- CONTRACTOR --

By:   
Susan Farrington, Executive Director  
Sierra Foothills AIDS Foundation  
CONTRACTOR

Dated: 3.27.12

Exhibit B (amended)  
 Budget Narrative  
 Ryan White CARE Act  
 Sierra Foothills AIDS Foundation  
 March 1, 2011 through June 30, 2012

**Case Management Services (Includes both office-based and field-based services)** **\$177,066.72**

**Office-Based Case Management:** This sub-category applies to the delivery of Case Management services in a traditional office setting established as the contractor's regular place of business.

**Field-Based Case Management:** This sub-category applies to the delivery of Case Management services in non-traditional settings such as at the home of the client, at homeless shelters, or other where clients may be temporarily located.

**Personnel:**

<b><u>Executive Director (.3 FTE)</u></b>	<b>\$24,000.00</b>
Overall management of the CARE program, responsible for all operations of the program and supervision of all staff. In addition provides back up for case management services. Also serves as volunteer coordinator responsible for recruiting, training and supervision of all volunteers.	
<b><u>Case Manager: (1.0 FTE)</u></b>	<b>\$52,666.72</b>
Provides comprehensive case management services including intake and assessment, development of service plan, service plan monitoring, information and referral and benefits counseling.	
<b><u>Bookkeeper: (.39 FTE)</u></b>	<b>\$18,100.00</b>
Responsible for accounts payable and receivable, invoicing, payroll and data entry.	
<b><u>Case Aid/Administrative Assistant: (.20 FTE)</u></b>	<b>\$8,181.28</b>
Responsible for non professional assistance in carrying out tasks of case management services, clerical support, data entry, reception.	
<b><u>Subtotal Personnel:</u></b>	<b>\$102,948.00</b>
<b><u>Benefits:</u></b>	<b>\$25,737.00</b>
<b><u>Total Personnel Costs:</u></b>	<b><u>\$128,685.00</u></b>

**Operating Expenses:**

<b><u>Rent &amp; Utilities</u></b>	<b>\$17,066.72</b>
Office space and utilities needed to provide for service and administrative needs.	
<b><u>Communications</u></b>	<b>\$8,666.72</b>
Phone, Internet, Fax services needed to provide for service needs.	
<b><u>Travel</u></b>	<b>\$9,600.00</b>
Mileage and related travel costs of providing services and as needed to meet administrative needs.	

**Budget Narrative, Cont.**

<u>Office Supplies</u>	<b>\$3,981.40</b>
Consumable supplies needed to provide for services and administrative needs	
<u>Postage &amp; Photocopying</u>	<b>\$1,666.72</b>
Postage and photocopying costs needed to provide for services and administrative needs	
<u>Insurance</u>	<b>\$1,400.00</b>
Insurance required as per contract.	
<u>Computer/Office Equipment &amp; Maintenance</u>	<b>\$1,166.72</b>
Maintenance and replacement of equipment as needed to provide for services and administrative needs	
<u>Staff Volunteer Training/Development</u>	<b>\$566.72</b>
Staff development and training costs as needed to maintain professional competency.	
<u>Audit Fee</u>	<b>\$4,266.72</b>
Audit as required per contract.	
<b><u>Total Operating Costs</u></b>	<b><u>\$48,381.72</u></b>

**Ambulatory Care** **\$4,950.00**

Services funded under this category include the provision of professional, diagnostic, and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient, community-based and/or office-based facility that is appropriately licensed to provide such services. These services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, documenting medical history, 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 assisting in surgery, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care. Primary Medical Care for the Treatment of HIV Infection includes provisions of care that is consistent with Public Health Service Guidelines. Such care must include access to antiretrovirals and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

**Emergency Financial Assistance** **\$7,812.72**  
**(Includes Food Vouchers, Other Critical Need and Medications)**

Direct emergency financial assistance for food vouchers and provision of medications not covered by the AIDS Drug Assistance Program (ADAP) or any other payer source as prescribed by the primary care physician or psychiatrist of an HIV/AIDS client for conditions (HIV/AIDS, related or not) which negatively impact the client's health and well-being.

**Budget Narrative, Cont.**

**Mental Health Services** **\$1,866.36**

Services funded under this category include psychological and psychiatric treatment and counseling services, from an organization licensed or authorized within the State of California to provide mental health services by mental health professionals including psychiatrists, psychologists, social workers, and counselors.

**Oral Health Care** **\$2,584.54**

Services funded under this category include diagnostic, prophylactic and therapeutic services rendered by dentists, dental hygienists, dental assistants and other appropriately licensed or certified professional practitioners.

**Transportation** **\$5,501.78**

Conveyance services provided to a client in order to access health care or psychosocial support services. May be provided routinely or on an emergency basis via a voucher program, bus passes, volunteer-based transportation services.

**Total Services** **\$22,715.40**

<b><u>Total Budget for Sierra Foothills AIDS Foundation</u></b>	<b>\$199,782.12</b>
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EXHIBIT C (amended)  
 Ryan White CARE Act  
 Sierra Foothills AIDS Foundation  
 Units of Service Summary  
 March 1, 2011 through June 30, 2012

SERVICE PRIORITY	Service Code	Units of Service Description	Estimated Quantity		Unit Cost	Total Funding Available
			# of UDC	# of Units		
<b>Ambulatory Medical Care</b>						
	01008	Primary care visit w/HCP	27	4166.37	1 unit = 1 vendor paid dollar	\$4,166.37
	01009	Specialty care visit w/HCP	2	145.45	1 unit = 1 vendor paid dollar	\$145.45
	010010	Laboratory services	3	638.18	1 unit = 1 vendor paid dollar	\$638.18
<b>Case Management</b>						
	14020	1 15 minute field based face to face encounter	47	9505.22	1 unit = a 15 minute encounter	\$152,130.12
	14021	1 15 minute field based other encounter	47	1558.06	1 unit = a 15 minute encounter	\$24,936.60
<b>Oral Care</b>						
	02002	1 dental care visit	4	2584.54	1 unit = 1 vendor paid dollar	\$2,584.54
<b>Mental Health/Counseling</b>						
	03045	Adult individual-psychological	3	1866.36	1 unit = 1 vendor paid encounter	\$1,866.36
<b>Transportation</b>						
	11025	Client/family transportation	44	5501.78	1 unit = 1 vendor paid dollar	\$5,501.78
<b>Other Critical Need</b>						
	11029	Emergency Financial Assistance	46	7812.72	1 unit = 1 vendor paid dollar	\$7,812.72
<b>TOTAL EXPENDITURE</b>						<b>\$199,782.12</b>

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