

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

112



**FROM:** Community Health Agency/Department of Public Health

**SUBMITTAL DATE:**  
May 6, 2009

**SUBJECT:** Ratify the Amendment between San Bernardino County, Department of Public Health and the Community Health Agency, Department of Public Health for HIV/AIDS Medical Care, Medical Case Management, Mental Health, Outreach, Pharmacy Services and Planning Council Support (Contract 08-438, A-2).

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Amendment (08-438,A-2) between San Bernardino County, Department of Public Health and the County of Riverside Community Health Agency, Department of Public Health for the performance period of March 1, 2009 through February 28, 2010 for a total of \$1,243,127.
2. Authorize the Chairperson to sign Four (4) originals of said Amendment, Contract 08-438, A-2 on behalf of the County.

**BACKGROUND:**

Continues on page 2

VJB/vjb

*Susan D. Harrington*  
Susan Harrington, Director of Public Health

**FINANCIAL DATA**

Current F.Y. Total Cost: 08/09	\$414,376	In Current Year Budget:	YES
: 09/10	\$828,751		
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09 09/10

<b>SOURCE OF FUNDS:</b> 100% funded by the Ryan White CARE Act through San Bernardino County	<b>Positions To Be Deleted Per A-30</b>	<input checked="" type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE

Departmental Concurrence

Consent  
 Policy  
 Consent  
 Policy  
  
 Exec. Ofc.:  
 Recomm.:

**SUBJECT:** Ratify the Amendment between San Bernardino County, Department of Public Health and the Community Health Agency, Department of Public Health for HIV Medical Care, Medical Case Management, Mental Health, Outreach, Pharmacy Services and Planning Council Support (Contract 08-438,A-2).

**BACKGROUND: (Continued)**

The Ryan White Comprehensive AIDS Resource Act (RWCA) was enacted in 1990 to provide federal funding for comprehensive health and social services for persons living with the Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS).

As the payer of last resort, the RWCA is invaluable in filling the gaps in health care and social services for people living with HIV/AIDS. Funds from the RWCA are used to provide HIV care services, including medical and dental care, mental health care and treatment and HIV medications enabling people living with HIV/AIDS to live a longer and healthier life. The funds from amendments will be used to continue HIV medical, mental health and pharmacy services at the Riverside Neighborhood Health Clinic, the Perris Family Care Center and the Indio Family Care Center.

**FINANCIAL DATA:** This agreement has no financial impact on the County of Riverside.



Evaluation System (ARIES) Management Information System (MIS), as required by the Transitional Grant Area (TGA). ARIES may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input ARIES data within twenty (20) calendar days following the month in which services were provided. If the Contractor is currently utilizing an Electronic Medical Record system or similar databases, Contractor will be required to export current data to the ARIES MIS. Contractor shall assign an individual who will function as a Technical Lead (TL) with regard to ARIES. This individual, or their designated representative, must attend the monthly TL meetings/teleconferences as scheduled by the County. The County reserves the right to modify or add to the core data elements, provided that the Contractor shall not be required to collect and maintain information related to such core data elements until thirty (30) calendar days following notice of the modification or addition. If Contractor fails to utilize the ARIES MIS and comply with County requirements, this Contract may be terminated as set forth in **Section IX: Early Termination.**"

Paragraph C. CLINICAL QUALITY IMPROVEMENT (CQI), is amended by adding Subparagraph 10: "In the event of Contractor closure, the Contractor will aid in the transition of clients to other agencies throughout the TGA."

Paragraph F, subparagraph 1 is amended by replacing it with the following: "The Contractor shall have referral agreements with at least one (1) provider of HIV testing and counseling services and at least one (1), preferably more, HIV/AIDS case management provider(s) providing the full range of case management services for the health planning region for which they are providing services under this Contract.

Paragraph F, subparagraph 2 is deleted.

**SECTION III: CONTRACTOR'S GENERAL RESPONSIBILITIES**

Section III Contractor General Responsibilities is amended by adding Paragraph Z as follows: "The Contractor shall use the following attachments as tools in providing services under this contract: Attachment K: Cultural and Linguistic Competence Organizational Self Assessment; Attachment L: HIV Self-Efficacy (HIV-SE) Questionnaire; Attachment M: HIV-SE Questionnaire (English and Spanish); Attachment N: Additional Comments, Survey Instructions and Questions (English and Spanish); Attachment O: Client Acuity Score Sheet; Attachment P: Referral Form: Ryan White Outreach; and Attachment Q: Reporting Form: Ryan White Outreach."

**SECTION V. FISCAL PROVISIONS**

Paragraph A is amended by replacing it with the following: "The total contract amount is \$2,302,356 which is available for expenditure in accordance with the service provided, unless changed by the budget/Contract amendment process, and is subject to availability of funds to the County. If the funding source notifies the County that such funding is terminated or reduced, the County shall determine whether this Contract will be terminated or the County's maximum obligation is reduced. The County will notify the Contractor in writing of its determination. The consideration to be paid to the Contractor as provided herein shall be in full payment for all of the Contractor's services and expenses in the performance hereof, including travel and per diem."

<b>Program Year</b>	<b>Program Year Date</b>	<b>Amount</b>
2008-2009	June 1, 2008 – February 28, 2009	\$1,059,229
2009-2010	March 1, 2009 through February 28, 2010	\$1,243,127
2010-2011	March 1, 2010 through February 28, 2011	\$0
<b>Total</b>		

Paragraph C is amended by replacing it with the following: "The Contractor shall provide invoices to the County within (20) calendar days or earlier following the month in which services were provided in the format designated

as Attachment G – Invoice attached hereto and incorporated herein by this reference. Invoices submitted after the required due date, will be paid at the sole discretion of the County. In accordance with Section III, Paragraph F of the Contract, progress and utilization reports must be entered into ARIES at the time the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly identify the supporting data/information of the submitted invoices. Invoices submitted without corresponding utilization, bi-annual narrative reports and supporting documentation will not be processed and will be returned to Contractor. Failure to submit documents, as required, may result in the delay of payment to the Contractor. The County reserves the right to revise invoice formats to meet updated program requirements.”

Invoices shall be submitted to:

RWP Program Office  
San Bernardino County Public Health Department  
120 Carousel Mall  
San Bernardino, CA 92415-0038  
Main Line: (909) 388-0475  
Fax: (909) 388-0401

Add Paragraph L to read as follows: “Contractor will notify the County of any financial hardship, including inability to meet payroll obligations, inability to pay vendors, a revenue shortfall, or any other event that may impair or stop the Contractor’s ability to continue standard operations.”

**SECTION XI. CONCLUSION**

Paragraph A is amended by replacing it with the following: “This Contract, consisting of all original contract pages and Attachments A through J, along with the amendments and additional Attachments K through Q is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions, and benefits.”

Delete **Attachment D**: Linkage Agreement

Add **Attachment A1** – Scope of Work dated February 2009

Add **Attachment B1** – Budget dated February 2009

Add **Attachment K** – Cultural and Linguistic Competence Organizational Self Assessment

Add **Attachment L** – HIV Self Efficacy (HIV-SE) Questionnaire

Add **Attachment M** – HIV – SE Questionnaire (English and Spanish)

Add **Attachment N** – Additional Comments, Survey Instructions and Questions (English and Spanish)

Add **Attachment O** – Client Acuity Score Sheet

Add **Attachment P** – Referral Form: Ryan White Outreach

Add **Attachment Q** – Reporting Form: Ryan White Outreach

All other terms and conditions remain in full force and effect.

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE

COUNTY OF SAN BERNARDINO

By Gary C. Witt  
Gary C. Witt, Chairman, Board of Supervisors  
Dated: FEB 24 2009

County of Riverside, Department of Public Health  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name: \_\_\_\_\_  
(Print or type name of person signing contract)

Title: Chairman, Board of Supervisors  
(Print or Type)

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

Address: P.O. Box 7600  
Riverside, CA 92503

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Maria M. Smith  
Dana M. Smith  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
SAN BERNARDINO COUNTY, CA

Approved as to Legal Form  
By Frank Salazar  
Frank Salazar, Deputy County Counsel  
Date 2-11-09

Reviewed by Contract Compliance  
Date \_\_\_\_\_

Presented to BOS for Signature  
By Jim Lindley  
FOR Jim Lindley, Director  
Date 2/13/09