



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

February 19, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF FOUR
HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY
SYNDROME CARE AMENDMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute three amendments, substantially similar to Exhibit I, to Agreement Numbers H-209031 (Amendment Number 13), H-209014 (Amendment Number 13), and H-209015 (Amendment Number 12) with El Proyecto del Barrio, Northeast Valley Health Corporation, and St. Mary Medical Center, respectively, to amend the Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Oral Health (OH), Early Intervention Program (EIP), and Medical Case Management (MCM) service agreements, currently effective March 1, 2008 through February 28, 2009, to increase the total cumulative maximum obligation of the three agreements by \$1,065,000 from \$1,360,308 to \$2,425,308, 100 percent offset by a redirection of 2007-08 Minority AIDS Initiative (MAI) funds.
2. Approve and instruct the Director of DPH, or his designee, to execute Amendment 12, substantially similar to Exhibit II, to Agreement Number H-208442 with Prototypes, A Center For Innovation In Health, Mental Health, and Social Services (Prototypes) for the provision HIV/AIDS Women's Early Intervention Program (WEIP) services to increase the maximum obligation by \$330,263 from \$675,750 to \$1,006,013, 100 percent offset by the Fiscal Year (FY) 2007-08 Master Agreement Number 07-65058 from the California Department of Public Health (CDPH).

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Delegate authority to the Director of DPH or his designee, to execute future amendments to the four agreements referenced above, to rollover unspent funds, and/or increase or decrease the maximum obligations by no more than 25 percent, at no additional cost, subject to review and approval by County Counsel and Chief Executive Officer and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The three amendments being executed under Recommendation 1 are being executed in order to align with the 2007-08 MAI funding requirements and the Commission on HIV's (Commission) funding directive, as well as to ensure that the 2007-08 MAI funds are fully maximized.

The Commission on HIV revised its MAI plan to address concerns that people of color at high risk for either contracting HIV or failing to adhere to medical regimens were not receiving appropriate screening, care and treatment early in their disease. HIV/AIDS EIP and MCM services were added to the MAI service categories, while retaining OH care and removing both Medical Outpatient (MO) care and Psychosocial Case Management as service categories funded through MAI. Consistent with the directives of the Commission, MAI funding will be used to enhance existing core medical services in Los Angeles County.

The three agencies selected to provide these crucial services have a demonstrated ability to reach the target populations of color in each of the service categories in the proportion necessary to be able to maximize funding by the end of the grant cycle in July 2008. These agencies have in place contingency plans for the rapid expansion of programs. The identified providers currently have operating dental clinics, with the capacity to broaden their scope of services to persons with HIV/AIDS. This has led to an increase in dental services in communities of color, which is consistent with MAI intent, and increases services at existing locations in all 8 SPAs of Los Angeles County.

Amendment Number 12 to Agreement Number H-208442 will increase CDPH funding to the Prototypes agreement in an effort to expand the early intervention capacity of Prototypes to not only serve more of their traditional target population (women of color), but to also reach their male partners, as directed by CDPH.

FISCAL IMPACT/FINANCING:

Under Recommendation 1, the total cumulative amount of the proposed increases to the three agreement maximum obligations is \$1,065,000 and is 100 percent offset by a redirection of 2007-08 MAI funds.

Under Recommendation 2, the maximum obligation of Agreement Number H-208442 is being increased by \$330,263, from \$675,750 to \$1,006,013 and is 100 percent offset by CDPH's FY 2007-08 Master Agreement Number 07-65058.

Funding for these proposed actions is included in DPH's FY 2007-08 Final Adopted Budget and will be requested in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

MAI Amendments

On November 2, 2007 the Commission advised OAPP that the County's MAI funds be redirected to service categories consistent with the new Health Resources and Services Administration (HRSA) directives. The recommendations to your Board are designed to implement the intent of the HRSA requirements.

On January 8, 2008, your Board approved the Notice of Grant Award (NGA) Number H3MHA08446 from HRSA for Ryan White CARE Act, MAI Program for the period of August 1, 2007 through July 31, 2008 in the amount of \$2,528,561; and for FY's 2008-09 and 2009-10, based on availability of funds and satisfactory progress of the project. Under the requirements of the MAI award, DPH is required to use these funds to address the disproportionate impact of HIV on communities of color and to improve HIV-related health outcomes for ethnic minorities.

WEIP Amendment

On November 6, 2007, your Board approved Master Agreement 07-65058 from the California Department of Health Services for and associated Memoranda for Understanding (MOU), for HIV related programs for FYs 2007-08 through 2009-10 in the amount of \$30,102,786, allocating \$10,034,262 to each FY.

Exhibits I and II have been approved as to form by County Counsel.

Attachments A and B provide additional information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these amendments will allow Countywide HIV/AIDS services to continue uninterrupted.

Honorable Board of Supervisors
February 19, 2008
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CONCLUSION

The Department of Public Health requires four signed copies of your Board's action. It is requested that the Executive Officer, Board of Supervisors, notify DPH, Contracts and Grants Division, at (213) 240-8179 when these documents are available.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
LM:RM:bjs

Attachments (4)

c: County Counsel
Director and Health Officer, Department of Public Health

021908_DPH_4 HIV Amendments

Summary of Agreement

1. TYPE OF SERVICE:

HIV/AIDS Oral Health, Early Intervention and Medical Case Management Services under Medical Outpatient Services and HIV/AIDS Women's Early Intervention Program Services.

2. AGENCY ADDRESS AND CONTACT PERSON:

- A. El Proyecto del Barrio, Inc.
8902 Woodman Avenue
Arleta, California 91331
Attention: Corinne Sanchez, Esq., President/CEO
Telephone: (818) 830-713 Fax: (818) 830-7280

- B. Northeast Valley Health Corporation
1172 North Maclay Avenue
San Fernando, California 91340
Attention: Kimberly Wyard, CEO
Telephone: (818) 898-1388 Fax: (818) 365-7670

- C. Prototypes
5601 West Slauson Avenue, Suite 202
Culver City, California 90230
Attention: Vivian Brown, Ph.D., President and Chief Executive Officer
Telephone: (310) 419-8087 Fax: (310) 338-0915

- D. St. Mary Medical Center
1050 Linden Avenue
Long Beach, California 90813
Attention: Gail Daly, Chief Operating Officer
Telephone: (562) 491-9830 Fax: (562) 491-9867

3. TERMS:

	<u>Term 1</u>	<u>Term 2</u>
CARE Act Part A	3/1/07 - 2/29/08	3/1/08 - 2/28/09
Ryan White, MAI	3/1/07 - 2/29/08	3/1/08 - 2/28/09
CDPH	7/1/07 - 6/30/08	7/1/08 - 6/30/09
Net County cost	3/1/07 - 2/29/08	3/1/08 - 2/28/09

4. FINANCIAL INFORMATION:

Under Recommendation 1, the total cumulative amount of the proposed increases to the three agreement maximum obligations is \$1,065,000 and is 100 percent offset by a redirection of 2007-08 MAI funds.

Under Recommendation 2, the maximum obligation of Agreement Number H-208442 is being increased by \$330,263, from \$675,750 to \$1,006,013 and is 100 percent offset by CDPH's FY 2007-08 Master Agreement Number 07-65058.

Funding for these proposed actions is included in DPH's FY 2007-08 Final Adopted Budget and will be requested in future FYs as necessary.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Mario J. Pérez, Director,
Office of AIDS Programs and Policy

7. APPROVALS:

Public Health: Jonathan E. Freedman, Acting Chief Deputy

Contracts and Grants Division Gary Izumi, Chief

County Counsel (approval as to form): Andrea Ross, Senior Associate County Counsel

HIV/AIDS RELATED SERVICES

Agency and Agreement Number	Term 1	Term 2	Term 3	Total	SPA	Supv. Dist.	Notes
HIV/AIDS Medical Outpatient (Oral Health/ Medical Case Management/ Early Intervention Services) – PART A, MAI, NCC							
Term 1: 3/1/07 - 2/29/08 Term 2: 3/1/08 - 2/28/09							
El Proyecto del Barrio No. H-209031	\$ 361,390	\$ 361,390	\$0	\$ 722,780	2	3	Agency is meeting performance goals.
Northeast Valley Health Corporation No. H-209014	\$ 754,382	\$ 754,382	\$0	\$1,508,764	2	3	Agency is meeting performance goals.
St. Mary Medical Center No. H-209015	\$1,309,536	\$1,309,536	\$0	\$2,619,072	8	4	Agency is meeting performance goals.
WOMEN'S EARLY INTERVENTION PROGRAM SERVICES - STATE							
Term 1: 7/1/07-6/30/08 Term 2: 7/1/08-6/30/09							
Prototypes No. H-208442	\$1,006,013	\$1,006,013	\$0	\$2,012,026	4,7	1,3	Agency is meeting performance goals.

Contract No. _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
AMBULATORY/OUTPATIENT MEDICAL SERVICES AGREEMENT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) AMBULATORY/OUTPATIENT MEDICAL SERVICES AGREEMENT", dated
March 3, 1998, and further identified as Agreement No. _____, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on date of Board approval.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on March 3, 1998 and continue in full force and effect through February 28, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Revised Exhibits _____, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph J, and

K, shall be amended to Agreement as follows:

"J. During the period of March 1, 2007 through February 29, 2008, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$ _____). Such maximum obligation is comprised of _____ Dollars (\$ _____) in CARE Act Title I, Year 17 funds, _____

_____ Dollars (\$) in State AIDS funds, _____
_____ Dollars in HRSA MAI funds, and _____
_____ Dollars (\$) in County AIDS funds. This
sum represents the total maximum obligation of County as shown in Schedules __
_____, attached hereto and incorporated herein by reference.

K. During the period of March 1, 2008 through February 28, 2009, the
maximum obligation of County for all services provided hereunder shall not
exceed _____
_____ Dollars (\$_____). Such maximum obligation is comprised of
_____ Dollars (\$) in CARE Act Title I, Year
17 funds, _____ Dollars (\$) in State AIDS
funds, _____ Dollars in
HRSA MAI funds, and _____ Dollars (\$
_____) in County AIDS funds. This sum represents the total maximum
obligation of County as shown in Schedules _____
_____, attached hereto and incorporated herein by reference.”

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

“6. COMPENSATION: County agrees to compensate Contractor for
performing services hereunder for actual reimbursable net costs set forth in
Schedules _____ and
on a fee-for-service basis as set forth in Schedules, _____

_____ and

the FEE-FOR-SERVICE REIMBURSEMENT paragraph of this Agreement.

Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Revised Exhibits _____ SCOPE OF WORK FOR HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

8. Schedules _____, BUDGETS FOR HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT II

Contract No. _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
WOMEN'S EARLY INTERVENTION PROGRAM SERVICES AGREEMENT**

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) WOMEN'S EARLY INTERVENTION PROGRAM SERVICES AGREEMENT", dated June 17, 1997, and further identified as Agreement No. _____, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on date of Board approval.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on Date of Board Approval and continue in full force and effect through June 30, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in _____ attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs K, shall be amended to Agreement as follows:

"K. During the period of July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Revised

Schedules 16, and 17, and Schedule 20, attached hereto and incorporated herein by reference.

L. During the period of July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Revised Schedules _____ attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules _____
____ 14, 15, Revised Schedule 16, Revised Schedule _____
_____ and
the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and

Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Exhibit _____ SCOPE OF WORK FOR HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

A. Schedule, _____
_____ BUDGETS FOR HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants