

**Memorandum of Understanding
(MOU)**

CONTRACTOR: County of Santa Barbara

CONTRACT NUMBER: 07-65081, A01

PROGRAM: Early Intervention Program

MOU NUMBER: EIP 07-42/4, A01

In that certain agreement made and entered into July 1, 2007 between the California Department of Public Health/Office of AIDS and the County of Santa Barbara:

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) on the face of the original Memorandum of Understanding is amended to read as follows:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$316,200 452,750 for the budget period of July 1, 2007 to June 30, 2008.
 - B. \$316,200 452,750 for the budget period of July 1, 2008 to June 30, 2009.
 - C. \$316,200 452,750 for the budget period of July 1, 2009 to June 30, 2010.
 - D. \$948,600 1,358,250 for the entire MOU term.
2. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibit A, A1 entitled "Scope of Work," consisting of nine pages.** All further references to Exhibit A entitled "Scope of Work" in the body of this agreement or any attachments thereto shall be deemed to read Exhibit A, A1 entitled "Scope of Work".
 3. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibits B, A1 entitled "Budget," Years 1, 2, and 3 consisting of one page each.** All further references to Exhibits B entitled "Budget," Years 1, 2 and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibits B, A1 entitled "Budget," Years 1, 2 and 3.
 4. Provision 3 (MOU EXHIBITS) on the face of the original Memorandum of Understanding is amended to add **Exhibit C, A1 entitled "EIP Invoice Format."** All further references to Exhibit C entitled "EIP Invoice Format" in the body of this agreement or any attachments thereto shall be deemed to read Exhibit C, A1 entitled "EIP Invoice Format."
 5. The effective date of this amendment shall be July 1, 2007.
 6. All other terms and conditions shall remain the same.

STATE OF CALIFORNIA:

COUNTY OF SANTA BARBARA:

Signature

Signature

Michelle Roland, M.D., Division Chief
Office of AIDS

Printed/Typed Name and Title

Date

Date

Exhibit A, A1
Scope of Work

I. Mission Statement

The goals of the Early Intervention Program (EIP) are: (1) to prolong the health and productivity of HIV-infected persons, and (2) to interrupt the transmission of HIV.

II. Eligibility and Client Enrollment Status

1. Eligibility

HIV-positive persons and at-risk, HIV-negative partners or family members are eligible for EIP enrollment. EIP clients must be 13 years of age or older. Those who are HIV-infected are eligible for all EIP services. At-risk, HIV-negative partners or family members of EIP clients are eligible for appropriate non-medical EIP services and for HIV testing.

2. Enrollment Status

- A. Active Client -- An HIV-infected client enrolled in the EIP is considered *active* as long as: (1) the client receives regular assessments in each of the EIP core service areas (described in Section III.1. below) at six month intervals, (2) the client is provided all necessary and appropriate services on an ongoing basis, as determined by the assessment process, and (3) the EIP medical services continue to meet the client's medical needs, i.e., ongoing intensive or end-stage medical care is not necessary. At risk HIV-negative clients are active as long as their psychosocial/case management, treatment/health education, and/or transmission prevention/risk reduction needs are assessed at six-month intervals and services are provided as needed.
- B. Transitioned Client -- An enrolled HIV-positive EIP client whose medical needs intensify, *requiring ongoing, intensive medical care beyond the scope of EIP*, remains eligible for participation in the non-medical components of EIP but should be referred to an HIV/AIDS medical provider able to provide intensive and/or end-stage care. This client is considered *transitioned* because he or she is receiving all EIP services except medical. To remain in the EIP, these persons must continue to receive non-medical assessments and services, as appropriate.
- C. Disenrolled Clients -- Clients should be disenrolled from EIP if they voluntarily choose to end their participation, are lost to follow-up, move out of the area, are deceased, or have successfully accessed another source(s) of comprehensive HIV/AIDS services. A client who has not accessed services and/or has not responded to multiple attempts to contact him/her for six months beyond the last scheduled assessment appointment should be *disenrolled*.

Exhibit A, A1
Scope of Work

III. Core Services

The Contractor's EIP site (~~i.e., Early Intervention Project, Women's Early Intervention Center~~) shall maintain an active caseload of at least ~~70~~ 97 clients. An EIP site funded as a Community of Color (COC) project must serve a caseload that is at least 75 percent people of color.

All EIP clients shall receive assessments in core service areas every six months, and all clients shall receive necessary, appropriate, ongoing services based on the periodic assessments and resulting individual service plans.

1. **EIP services** to be provided, as client needs dictate, include, but are not limited to:
 - A. **Medical Evaluation and Minor (or Limited) Medical Services** -- medical evaluations of EIP clients' health status and health care needs through comprehensive, physical examinations and laboratory evaluations. Medical services include the prescribing and monitoring of prophylactic and antiretroviral therapies, as well as outpatient preventive and therapeutic medical services related to HIV infection. Medication/drug costs are *not* allowable.
 - B. **HIV Transmission Risk Reduction** -- interventions and strategies to eliminate or reduce high-risk HIV transmission behaviors. Risk reduction services include, but are not limited to, an assessment of each client's transmission risk and, if needed, risk behavior change intervention and support (including referrals to specialized interventions and/or programs). These services may also include education about the transmission risks associated with various behaviors, laboratory tests for sexually transmitted disease (STD) screening, and skills building. Women should be advised about the risks of transmitting the virus if pregnant or to their breastfeeding infant, and treatment options that would limit vertical transmission should be discussed.
 - C. **Psychosocial Services** -- a psychological and social evaluation by a mental health practitioner to assess a client's emotional and interpersonal adjustment to living with HIV infection. It includes, but is not limited to, social history, mental status, and a basic living needs assessment. Individual or couples short-term psychosocial counseling services or support groups may be provided. EIP sites may also provide crisis-counseling services. If clients need long-term psychotherapy or psychiatric care, they should be referred and linked to other mental health services.

Exhibit A, A1
Scope of Work

- D. **Health and Treatment Education** -- services provided to encourage and assist EIP clients in maximizing their health, productivity and quality of life. Health Education includes an assessment of each client's knowledge about basic body functions and health and nutrition in general, as well as their understanding of HIV disease, including its effects and transmission risk. The Treatment Education component includes information and strategies that help clients make treatment decisions, manage side effects, and achieve and maintain adherence to treatment and care plans.
 - E. **Case Management** -- the process through which a case manager coordinates a core case management team to accomplish the functions of initial and ongoing comprehensive client assessments and the development, implementation, and evaluation of the Individual Service Plan. The case manager is also responsible for providing referrals and linkages with appropriate client services (e.g., practical support including transportation, food, and housing, benefits counseling, and alcohol and drug treatment services, etc.) and serving as the client's advocate.
2. For selected EIP sites, participation in **Positive Changes** (formerly known as HIV Transmission Prevention Program (HTPP)) includes the following services and standards:
- A. The Contractor, via a Positive Changes Risk Reduction Specialist, will provide intensive HIV risk reduction behavior change interventions and support for high risk, HIV-infected individuals enrolled in the EIP who are experiencing difficulty initiating or sustaining practices that reduce or prevent HIV transmission. The Risk Reduction Specialist, who is a member of the EIP interdisciplinary team, has separate and distinct duties from the EIP mental health practitioner performing EIP psychosocial assessments and services.
 - B. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:
 - 1) Demonstrate the availability of sufficient numbers of clients assessed at very high risk for transmitting HIV.
 - 2) Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 - 3) Hire a licensed mental health clinician as the Risk Reduction Specialist to work exclusively with clients who may have failed to respond to less intensive methods of risk reduction and who continue to engage in behaviors/activities that will transmit HIV.

Exhibit A, A1
Scope of Work

- 4) Commit the Risk Reduction Specialist to participate in ongoing staff trainings including, but not limited to, attendance at the required Positive Changes meetings and/or trainings and attendance at the statewide EIP Conference.
3. For selected EIP sites, participation in the **Bridge Project** includes the following services and standards:
- A. The Contractor, via a Bridge Worker, gradually engages HIV-infected persons who are out of care or lost to care into the full range of available HIV care, treatment, and prevention services. Target populations are those out-of-care, HIV-infected persons of color or other vulnerable and/or marginalized populations who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. As a member of the EIP interdisciplinary team, the Bridge Worker will take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in EIP services. When the EIP is not the best option for an HIV-infected person, the Bridge Worker may link and support the individual in accessing other suitable care and treatment services. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:
 - 1) Hire an individual as the Bridge Worker who reflects the community being served and who must have significant experience in at least three of the following areas: street-based outreach, HIV counseling and testing, prevention case management, psychotherapy or counseling, health education, or HIV case management.
 - 2) Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 - 3) Be able to commit the Bridge Worker to participate in ongoing staff trainings including, but not limited to, certification as an HIV treatment educator, attendance at the statewide EIP Conference or regional trainings and other required Bridge Project meetings and/or trainings.

Exhibit A, A1
Scope of Work

- 4. For selected EIP sites, participation in Pathways includes the following services and standards:**
- A. The Contractor, via a Pathways specialist, will provide a variety of outpatient mental health and substance abuse services to EIP clients diagnosed with substance abuse and/or mental health disorders. The Pathways specialist will function as a member of the EIP interdisciplinary team. Examples of duties include, but are not limited to, the following: screen and assess for the presence of co-occurring disorders; assess acute mental health risk and provide crisis or other intervention as needed; provide individual, family and group counseling for EIP clients around topics related to substance abuse and mental health problems; assist with client education and adherence with psychotropic medications; consult with psychiatrists, medical providers, and other service providers as needed to ensure appropriate client care; participate in regular clinical consultation sessions with experienced peers; and assist the EIP team in developing and implementing an Individual Service Plan for each Pathways client.**
- B. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:**
- 1. Demonstrate the availability of sufficient numbers of clients who are multiply- diagnosed (HIV-infected with substance abuse and/or mental health disorders).**
 - 2. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.**
 - 3. Hire a licensed mental health clinician (i.e., M.F.T., L.C.S.W., Psy.D., Ph.D. in psychology) as the Pathways specialist to work with EIP clients who are multiply-diagnosed.**
 - 4. Commit the Pathways specialist to participate in ongoing staff trainings including, but not limited to, attendance at the required Pathways meetings and/or trainings and attendance at the statewide EIP Conference.**

Exhibit A, A1
Scope of Work

- 4- 5. Selected EIP sites are specifically funded for **Treatment Educator** positions. This includes the following services and standards:
- A. The Contractor, via a Treatment Educator, will provide comprehensive HIV treatment, adherence and clinical trials education to clients. The Treatment Educator will provide information and facilitate access to HIV treatments, clinical trials, and other programs that can increase access to treatments. The Treatment Educator will work closely with members of the EIP interdisciplinary team and will keep clients updated on treatment and adherence information. The Treatment Educator must be knowledgeable about side effects and drug interactions between HIV antiretroviral medications, other HIV/AIDS related treatments, medications unrelated to HIV and recreational/street drugs. The Treatment Educator will work closely with the EIP team to identify individual cofactors that may influence medication options and challenge client's adherence to an antiretroviral medication regimen; i.e., consistent and flexible access to food and water, ability to maintain dosing schedules with the client's lifestyle. The Treatment Educator will work with the client to create a treatment adherence plan. The Treatment Educator will function as an integral part of the client's support team.
 - B. The Contractor must commit the Treatment Educator to participation in meetings or trainings, including successful completion of training to be a certified Treatment Educator as well as the statewide EIP conference or regional trainings.
- 5- 6. These services must be provided for clients living in the Contractor's service area, which includes **Santa Barbara County**. Clients living outside of the service area may also be served, but priority shall be given to providing EIP services for clients living within the service area. Services may not be denied due to the lack of ability to pay for services. Services may not be denied based on immigration status. Services may not be denied based on area of residence within California.

IV. Program Standards

The EIP Contractor must adhere to the following minimum program standards:

1. The Contractor must have the organizational and administrative capabilities to support the program services and activities. The Project Director is responsible for quality assurance and utilization review activities for the Project/Center as required by the current EIP Protocol.
2. The Contractor must maintain personnel records and assure that staff meet appropriate levels of licensure, certification, education, and experience as required in the current EIP Protocol.

Exhibit A, A1
Scope of Work

3. The Contractor ensures that the Project/Center responds to the needs of the clients in its service area, is sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and provides services that are linguistically and culturally appropriate as required by the current EIP Protocol. EIP services may not be denied due to immigration status or place of residence within California.
4. The Contractor ensures that client records are updated in a timely manner; are protected from theft, destruction, and unauthorized access and are kept confidential at all times, as detailed in the current EIP Protocol.
5. The Contractor assures that appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment are available for the provision of EIP services and practical support functions, as detailed in the current EIP Protocol. All EIP facilities must be approved by the ~~California Department of Health Services, Office of AIDS (CDHS/OA)~~ **California Department of Public Health, Office of AIDS (CDPH/OA)** EIP before implementation of EIP services and before a change in EIP location.
6. The Contractor ensures the protection of the client's privacy and confidentiality at all times, as detailed in the current EIP Protocol. In addition, federal law requires that individuals have a right of access to inspect and obtain a copy of their protected health information (PHI) in a designated record set, for as long as the health information is maintained by a ~~CDHS~~ **CDPH** health plan, ~~CDHS~~ **CDPH** providers, or business associates. There are limited exceptions to an individual's right of access PHI. (45 C.F.R. s 164.524).
7. The Contractor accurately and consistently collects data on all EIP clients in a manner that is consistent with the current EIP Protocol. The Contractor must have data reporting capabilities sufficient to comply with the EIP Data Reporting Procedures specified in the EIP Protocol, including computer hardware, software, staff, etc.
8. The Contractor ensures that study questionnaires are not administered to, and research projects are not conducted on EIP clients without prior consent of the ~~CDHS~~ **CDPH**/OA/EIP. Contractor additionally ensures that clients are fully informed and provide written consent for participation in any study questionnaires and/or research activities.
9. The Contractor ensures that each EIP client's core case management team meets on a regular, on-going basis to assess and meet the needs of the EIP client through coordinated care.

Exhibit A, A1
Scope of Work

10. The Contractor identifies public and private payers of early intervention services and makes appropriate efforts to maximize reimbursements. The EIP staff determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine a client's share-of-cost. The Contractor shall place any income generated by the EIP into an identifiable account to be used exclusively for the enhancement or augmentation of the EIP site or returned to the CDHS CDPH/OA. Early intervention services shall not be denied due to inability to pay for services.
11. The Contractor must adhere to all provisions of the current EIP Protocol, as well as guidelines and advisories for EIP and/or its associated programs, Positive Changes, Bridge Project, or Treatment Education. The Contractor ensures compliance with these program standards unless variations have been reviewed and approved in writing by the CDHS CDPH/OA/EIP prior to implementation.

V. Meetings or Trainings

1. The Contractor must agree to send at least one person from each EIP discipline (case manager, mental health practitioner, medical clinician, health educator, administrator, support staff; and, if applicable, risk reduction specialist, bridge worker, and treatment educator) to the statewide EIP conference or regional trainings and should budget accordingly. This applies to each EIP site, including Women's Centers and Regional Rural Projects. Laboratorians, nutritionists, and local HIV/AIDS care providers may also attend the EIP conference or regional trainings as space permits.

VI. Definitions:

1. A Core Case Management Team is the interdisciplinary team of EIP staff who assess and meet the appropriate needs of an EIP client including, but not limited to medical clinician, health educator, mental health practitioner, case manager, risk reduction specialist, treatment educator/advocate, bridge worker, and the client.
2. An Individual Service Plan is the individualized plan written (or revised) after each periodic set of EIP assessments (i.e., "comprehensive assessment") to define priority areas for needed services and the steps to be taken to meet client needs. It is designed to assist in the coordination of the client's care.
3. A Comprehensive Assessment is a complete series of assessments and evaluations that takes place for each client every six months, at a minimum. The comprehensive assessment includes the following components: medical, transmission risk reduction, psychosocial, health/treatment education, and case management.

Exhibit A, A1
Scope of Work

4. A Regional Rural Early Intervention Project is a network of rural EIP sites within a geographic area comprised of two or more counties or local health jurisdictions. Some rural regions are divided into sub-regions for service delivery. EIP services must be accessible, equitable, and consistent throughout the region.

Exhibit B, A1
Budget
Year 1

July 1, 2007 to June 30, 2008

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$81,432	\$20,353	\$101,785
B. OPERATING EXPENSES	\$8,003	\$18,895	\$26,898
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$214,550	\$94,250	\$308,800
E. INDIRECT COSTS	\$12,215	\$3,052	\$15,267
TOTAL BUDGET	\$316,200	\$136,550	\$452,750

Exhibit B, A1
Budget
Year 2

July 1, 2008 to June 30, 2009

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$82,656	\$44,198	\$126,854
B. OPERATING EXPENSES	\$7,206	\$2,612	\$9,818
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$213,940	\$83,110	\$297,050
E. INDIRECT COSTS	\$12,398	\$6,630	\$19,028
TOTAL BUDGET	\$316,200	\$136,550	\$452,750

Exhibit B, A1
Budget
Year 3

July 1, 2009 to June 30, 2010

	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Total</u>
A. PERSONNEL	\$84,262	\$47,334	\$131,596
B. OPERATING EXPENSES	\$5,359	(\$383)	\$4,976
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$213,940	\$82,500	\$296,440
E. INDIRECT COSTS	\$12,639	\$7,099	\$19,738
TOTAL BUDGET	\$316,200	\$136,550	\$452,750

**Exhibit C A1
EIP Invoice Format**

County of Santa Barbara
07-65081 A01
EIP 07-42/4, A01

**MUST BE PRINTED ON
AGENCY LETTERHEAD**

OA Tracking #:

OA Date Stamp

Contractor Name (as it appears on the STD 213)

Contract Number

Mailing Address

MOU Number

Period of Service (month / year)

Program Name: Early Intervention Program

			Amounts
A.	PERSONNEL		\$ <input type="text"/>
	EIP	\$	
	Positive Changes	\$	
	Bridge	\$	
	Pathways	\$	
B.	OPERATING EXPENSE		\$ <input type="text"/>
	EIP	\$	
	Positive Changes	\$	
	Bridge	\$	
	Pathways	\$	
C.	CAPITAL EXPENDITURES		\$ <input type="text"/>
	EIP	\$	
	Positive Changes	\$	
	Bridge	\$	
	Pathways	\$	
D.	OTHER COSTS		\$ <input type="text"/>
	EIP	\$	
	Positive Changes	\$	
	Bridge	\$	
	Pathways	\$	
E.	INDIRECT COSTS		\$ <input type="text"/>
	EIP	\$	
	Positive Changes	\$	
	Bridge	\$	
	Pathways	\$	
TOTAL INVOICE			\$ <input type="text"/>
	EIP	\$	
	Positive Changes	\$	
	Bridge	\$	
	Pathways	\$	

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

<input type="text"/>	<input type="text"/>
Authorized Signature	Date
<input type="text"/>	<input type="text"/>
Print name of authorized signature	Title

OA Review:

(Initial & Date)