

AGREEMENT FOR SERVICES

#766-PHD0508

with

SIERRA FOOTHILLS AIDS FOUNDATION

regarding

RYAN WHITE PART A C.A.R.E. ACT PROGRAM SERVICES

THIS AGREEMENT, 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 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 Part A 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, 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 provisions 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: Contractor agrees to provide a case management program for El Dorado County and Alpine County residents and their families that meet all the requirements listed and referred to in Exhibit A entitled, "Ryan White CARE Program, Scope of Services."

ARTICLE II

Term: This Agreement shall be effective July 1, 2008 and shall expire June 30, 2009 unless earlier terminated pursuant to the provisions under Article IX herein.

ARTICLE III

Compensation for Services: Compensation for Ryan White Part A CARE services shall not exceed \$146,897.00 for the entire term of this Agreement, July 1, 2008 through June 30, 2009 (see Budget Summary / Budget Narrative attached hereto as Exhibit B). Adjustments between line items shown in Exhibit B 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 Exhibit C, entitled, "Sierra AIDS Foundation FY 2008/2009 Units of Service Summary."

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.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for their unique qualifications and skills as well as those of their personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667

ATTN: MICHAEL UNGEHEUER, COMMUNITY PUBLIC HEALTH NURSING DIVISION
MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA FOOTHILLS AIDS FOUNDATION
12183 LOCKSLEY, #205
AUBURN, CA 95602
ATTN: SUSAN FARRINGTON, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage

as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects

personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a County business license, unless exempt under County Code, Section 5.08.070.

ARTICLE XVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIX

HIPAA: Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit D, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XX

Other Funding Grant Provisions:

1. NONDISCRIMINATION IN EMPLOYMENT

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability. Contractor shall take affirmative action to provide that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth the provisions of this Equal Opportunity Clause. Contractor shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.
- B. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability.
- C. Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice, to be provided by Contractor, advising the labor union or workers; representative of Contractor's commitment under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

- A. Contractor shall not discriminate in the provision of services because of race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, the Americans with Disabilities Act, 42 U.S.C. section 12111 et seq.; Sacramento City Code, Chapter 14; and following rules and regulations promulgated pursuant thereto, including California Code of Regulations Title 9, sections 526 and 527, or as otherwise provided by state and federal law. For the purpose of the Agreement, distinctions on the grounds of race color, creed, religion, national origin, sex, sexual orientation, age, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission,

enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit, the assignment of times or places for the provision of service on the basis of race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability of the participants to be served. For the purpose of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. County and Contractor will take affirmative action to insure that intended beneficiaries are provided services without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, or physical or mental disability.

- B. Contractor shall provide an atmosphere free of sexual harassment for its employees, clients, volunteers, and employees of County.
- C. All complaints alleging discrimination in the delivery of services by Contractor because of race, color, creed, religion, national origin, sex, sexual orientation, age, or physical or mental disability shall be resolved through the Director of the Sacramento County Department of Health and Human Services (Director of DHHS).

3. ADMISSION POLICIES

Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this agreement.

4. PATIENT'S RIGHTS

Contractor shall give to all patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5325 et seq., and California Code of Regulations Title 9, Section 860, et seq. In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominant language of the community a list of the patient's rights.

5. LICENSING AND STAFFING

- A. Contractor warrants that it and all its employees have all necessary licenses and /or permits required by the laws of the United States, the State of California, El Dorado County, Sacramento County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by County.
- B. Contractor shall make available to County, on request of the El Dorado County Public Health Department Aids Program Coordinator, a list of the persons who will provide services under this agreement. This shall state the name, title, professional degree, and work experience of such persons.

6. CONFIDENTIALITY

- A. Contractor agrees to comply and require its employees to comply with the provisions of Sections 827 and 10850 of the Welfare and Institutions Code and Division 19-000 of the SDSS Manual of Policies and Procedures, to assure that all applications and records concerning an individual made or kept by the Contractor, County, or any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement for which grants-in-aid are received by this state from the federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
- B. No person will publish or disclose, or use or permit or cause to be published, disclosed, or used any confidential information pertaining to an application or recipient.
- C. Contractor shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions and that any person knowingly and intentionally violating the said provisions of state law is guilty of a misdemeanor.

7. QUALITY ASSURANCE PROGRAM REVIEW

- A. Contractor shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate federal, state and county record maintenance requirements as adopted by Sacramento TGA HIV Health Services.
- B. Contractor shall permit, at any reasonable time, personnel designated by County or the Director of Sacramento County DHHS to come on Contractor's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. At reasonable times during normal business hours, County or the Director of DHHS, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Contractor which pertain to services performed and determination of amount payable under this Agreement. Contractor shall furnish County or the Director of DHHS with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.
- C. Contractor shall actively participate and cooperate with any persons specified in subparagraph B., above in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

8. REPORTS

- A. Contractor shall, on a monthly basis, provide to County reports of the units of service performed.
- B. Contractor shall submit quarterly narrative reports directly to the TGA fiscal agent as outlined in the TGA Contractor's Manual with a copy to EDCPHD.
- C. Contractor shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by the County or the Director of DHHS concerning Contractor's activities as they affect the contract duties and purposes herein. County shall explain procedures for reporting the required information.
- D. Participate in the Public Health Department active/passive case surveillance efforts promulgated by the State Office of AIDS.

9. CLAIMS FOR PAYMENT

- A. It is understood that the validity of any billings, in terms of their compliance with federal and state regulations, is subject to the review by the Comptroller of the United States, or any of their authorized representatives, any authorized representative of the State of California, any authorized representative of County and/or Sacramento County (Fiscal Agent), and that County will be making payment on said billings in advance of said review and approval by the state and/or federal government, or the Fiscal Agent, and in advance of the reimbursement by the Fiscal Agent to County for sums expended thereunder. In the event any claim is disapproved by the state and/or federal government, or the Fiscal Agent, Contractor shall take all actions necessary to obtain such approval. In the event that County is not reimbursed by the Fiscal Agent for any amount it has paid to Contractor hereunder, on the basis of or as a result of the failure of Contractor to comply with any terms of this Agreement, or any of the state regulations governing the operation of this Agreement, Contractor shall reimburse County in the amount of such overpayment within thirty (30) days.
- B. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with federal or state regulations and may be audited by the appropriate federal, state, or county agency. In the event of audit disallowance of any claimed cost that is subject to compliance with federal or state regulations, County shall not be liable for any lost revenue resulting therefrom.
- C. Contractor shall maintain full and complete documentation of all expenses associated with performing these services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures; and other such documentation required to substantiate overall costs of delivering the required services. All cost claims are subject to audit verification.

- D. If a post-agreement audit, conducted in accordance with generally accepted auditing standards, finds that the actual aggregate costs for services furnished pursuant to this Agreement are lower than the payments made by County, the difference shall be repaid by Contractor forthwith by cash payment within 30 days of notice from County. If such post-agreement audit finds that the actual costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor, up to the maximum obligation of this Agreement.
- E. In the event Contractor fails to comply with any provision of this Agreement, County shall withhold payment until such noncompliance has been corrected.

10. USE OF FUNDS AND PAYMENT LIMITATION

- A. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A. It is understood and agreed that no funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- B. Exhibit A shall be the basis for and limitation of payments by County to Contractor for the services described in this Agreement. County shall pay to Contractor a sum not to exceed the lessor of:
 - i. The net amount of the budget (the total amount of consideration to be paid Contractor) as described in Exhibit A.
 - ii. The cost of services as determined pursuant to audit procedures as provided in this Agreement.
- C. Final settlement of County reimbursement to Contractor shall be based on Contractor's year-end cost report.
- D. No more than ten percent (10%) of the total contract amount may be expended for administrative and indirect costs.

11. COPYRIGHT ACCESS

County shall have a royalty free, nonexclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this contract including those covered by copyright.

12. STATE and/or FEDERAL REGULATIONS

Services provided or performed under this contract shall be subject to and provided or performed in accordance with the following state or federal regulations, or both.

Public Law 101-381, Ryan White Comprehensive AIDS Resources Emergency (CARE) Act; and

13. AUDIT REQUIREMENTS FOR SUB-RECIPIENT OF FEDERAL ASSISTANCE FUNDS

- A. Contractor shall submit to the Administrator an annual financial and compliance audit as described in the General Accounting Office's publication Governmental Audit Standards (GAS) prepared by an independent auditor. The audit shall reference Catalog of Federal Domestic Assistance (CFDA) 93.914 – HIV Emergency Relief Grant.
- i. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States, and the Provisions Office of Management and Budget Circular "A-133".
 - ii. The Administrator or his designee shall review the audit for completeness and findings, and then submit the audit to the Director of DHHS, for technical review. The Director of DHHS shall be allowed access to all financial and program records as DHS deems necessary to determine that funding was spent in compliance with applicable guidelines of this contract.
 - iii. If the contract is terminated for any reason during the contract period, the independent audit shall cover the entire period of the contract for which services were provided.
 - iv. The audit shall be submitted to Administrator or his designee within 6 months of the end of the contract period.
 - v. Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in Contractor's internal control structure, County may terminate this Agreement as provided for in Article IX or direct Contractor to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator in writing within fifteen (15) days after receiving notice from County.
 - vi. Contractor will have two (2) months to implement a corrective action plan and to submit to County a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, Community Public Health Nursing Division Manager, or successor.

ARTICLE XXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

DEPARTMENT HEAD CONCURRENCE



By: Gayle Erbe Hamlin
Gayle Erbe Hamlin, Director
Public Health Department

Date: 7/14/08

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated herein above.

CONTRACTOR

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

Date: 7-16-08

COUNTY OF EL DORADO

By: _____
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

EXHIBIT A

Ryan White CARE Program

SCOPE OF SERVICES

GENERAL REQUIREMENTS

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

1. Ensure that all work performed under this Agreement is in full compliance with all applicable provisions of Part A 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 the, Fiscal Agent of the Sacramento Transitional Grant Area (TGA).
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 the Fiscal Agent of the Sacramento TGA. The Fiscal Agent retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing 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 Part A of the Ryan White CARE Act.
5. Participate in the development of a continuum of care, including development of a comprehensive plan for the TGA. 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

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

1. Ensure that clients receive timely, effective, and quality Ambulatory/Outpatient Medical Care that meets his/her special needs.
2. Incorporates and ensures compliance of ethical standards as established for all health care providers and legal standards as defined by federal and state governments regulating confidentiality (Civil Codes 38.1, 38.2, 38.3, Evidence Code 1012).

3. Incorporates and ensures, to the extent possible, adherence to established HIV clinical practice standards and the most current Public Health Services (PHS) guidelines for treatment and care of adult HIV+ persons.
- B. CONTRACTOR will provide access to Ambulatory/Outpatient Medical Services for People Living with HIV/AIDS in El Dorado and Alpine Counties. Ambulatory/Outpatient Medical Services will include the following services:
1. Lab Visits.
 2. Primary care visits with an HIV health care provider.
 3. Specialty care visits with other medical specialist health care providers.
 4. Medication adherence sessions as part of medical visits.
- C. CONTRACTOR shall maintain an individualized medical file for each client, which contains documentation of all services provided, appropriate signed release of information forms and case notes documenting client contact and resource and referral follow-up.
- D. 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.
1. Number of Unduplicated Clients:
 - a. An estimated 19 unduplicated clients will receive primary care units of service.
 2. Number of Units of Services:
 - a. During the contract period an estimated 3,413 primary care units of service will be provided with 1 unit of service = 1 vendor paid dollar.
 - b. During the contract period an estimated 2,541 laboratory units of service will be provided with 1 unit of service = 1 vendor paid dollar.
 - c. During the contract period an estimated 1,307 specialty care units of service will be provided with 1 unit of service = 1 vendor paid dollar.
- E. CONTRACTOR shall use best efforts to achieve the outcomes, as evidenced by:
1. Documentation of on-going medical care will be charted in case files for 100% of clients.

2. The number of Hospital admissions as a ratio of the annual unduplicated caseload will be tracked and trended.
3. The number of emergency room visits as a ratio of the annual unduplicated caseload will be tracked and trended.
4. CD4 Counts and Viral Load counts as a ratio of the annual unduplicated caseload will be tracked and trended.
5. Death Rates per year as a percentage of annual unduplicated clients will be tracked and trended.
6. 70% of clients will receive a minimum of one primary care visit per year (12 month period).
7. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
8. CONTRACTOR will provide screening and treatment to 95% of clients reporting opportunistic infections who remain in care.
9. 60% of clients on HAART therapy will show improved or stable CD4 and viral load counts.
10. 100% of primary care services offered will meet Public Health Standard guidelines.

II. CLIENT SERVICES SYSTEM: Case Management

- A. 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.
- B. Length of Treatment: Discharge from Medical Case Management services will terminate upon the client's voluntary departure, death, or by termination on the part of CONTRACTOR. Termination will only be used as a last resort. Alternatives to termination, including conflict resolution and mediation, will be sought. Behavior that is threatening, violent, or endangers self or others will not be tolerated and will be grounds for termination from the program.
- C. CONTRACTOR shall perform an intake process on each participant to evaluate client's suitability for CONTRACTOR's Medical Case Management Program. Clients who do not meet CONTRACTOR's eligibility criteria for Case Management will be referred to other providers that can meet their Medical Case Management needs. To be eligible for CONTRACTOR Medical Case Management Services, client must be an HIV+ person and must meet the Ryan White CARE Program eligibility guidelines.

- D. CONTRACTOR's Medical Case Management services will include but not be limited to a range of client-centered services that link clients with health care, psychosocial and other services to ensure timely, coordinated access to medically appropriate levels of health and support services, continuity of care, and ongoing assessment of the client's and other family members' needs and personal support systems. CONTRACTOR's Medical Case Management services shall be operated in compliance with the Sacramento HIV Health Planning Council adopted "Standards of Care for Medical Case Management", as amended and found in CONTRACTOR's Ryan White Resource Manual. Medical Case Management will include, but not be limited to:
1. Intake Process: CONTRACTOR shall perform an intake process on each client meeting eligibility criteria for Medical Case Management services. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to CONTRACTOR's program. CONTRACTOR's providing field-based medical case management services will offer clients the opportunity to have the intake process completed in their home or at a site more accessible for the client than the CONTRACTOR's regular place of business.
 2. Evaluation and Assessment: During the initial intake process, CONTRACTOR shall perform an assessment of medical and psychosocial needs of the participant using the adopted TGA Medical Case Management Service Standards as a guide to determine appropriate service and/or resource referrals.
 3. Care Plan: During the initial intake process, CONTRACTOR shall provide a face-to-face interview with participant to develop a comprehensive individualized Care Plan that prioritizes client needs, identifies resources necessary to meet those needs, and documents mutually agreed-upon goals. The specific number of case management sessions with the client will be tailored by the CONTRACTOR to an individual's needs based upon the results of an assessment and Care Plan. Care Plans shall be up-dated a minimum of once every six months.
 4. Information and Referral: CONTRACTOR shall make referrals to the most appropriate resource to meet needs prioritized in the client's Case Plan. CONTRACTOR will document referrals and provide follow-up action to ensure that services are provided.
 5. Case Files: CONTRACTOR shall maintain an individualized case file for each client which contains documentation of all services provided, appropriate signed release of information forms and case notes documenting client contact and resource and referral follow-up.
- E. 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.
1. Number of Unduplicated Clients:
 - a. An estimated 66 clients will receive social worker services.

2. Number of Units of Services:
 - a. During the contract period an estimated 6,205 units of case management services (1 unit = 1 15-minute social worker field-based other encounter; 1 unit = 1 15 minute social worker other encounter).

F. CONTRACTOR shall use best efforts to achieve the outcomes, as evidenced by:

1. 100% of participants will have had an assessment of medical and psychosocial needs, which determined appropriate resource referrals.
2. 100% of program participants will have a Plan of Care prioritizing needs and identifying goals to meet those needs.
3. 70% of unduplicated clients will maintain/achieve their individual care plan objectives as measured over twelve months.
4. Documentation of assistance provided will be charted in case files for 100% of clients.
5. 100% of participants will be reassessed at least once during the project year.
6. Documentation of on-going medical care will be charted in case files for 100% of clients.
7. CONTRACTOR will document and track all service provision to clients through the SEMAS web-based database in order to identify clients may withdraw from care.
8. 100% of clients who do not have an identified primary care provider at intake will receive a referral to an appropriate physician or clinic.
9. 70% of clients receiving medical case management will maintain routine medical care (minimum one primary care visit per year that includes CD4 count, viral load test or on ART).

III. MENTAL HEALTH THERAPY FOR CLIENT AND PARTNER/FAMILY

A. 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.

1. Number of Unduplicated Clients:
 - a. An estimated 16 unduplicated clients and/or their partners/ families will receive mental health services.
2. Number of Units of Services:

- a. During the contract period an estimated 7,066 mental health units of service will be provided (1 unit = 1 adult individual psychological visit paid service dollar).
- B. Types of Services: CONTRACTOR shall provide outpatient mental health services to HIV+ adults, their family members and caregivers who meet the eligibility requirements for the Ryan White CARE Program in El Dorado County. Outpatient mental health services include crisis intervention sessions, individual evaluation and assessment sessions, and individual counseling sessions.
- C. Goal: Desired outcome is to maintain adults in the lowest level of mental health care possible while improving their ability to enter into and remain in medical care.
- D. Population: Women living with HIV/AIDS in El Dorado County with a primary focus on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s). Family members, significant others and caregivers of women with HIV/AIDS are also eligible to receive mental health services.
- E. Length of Treatment: The length/duration of specialized mental health services shall be determined by the individualized needs of each client in accordance with his/her Plan of Care. There are no minimum/maximum levels or amounts of mental health services required. However, CONTRACTOR shall provide clinically appropriate levels of mental health services in accordance with Title IX of the California Code of Regulations and shall strive to maintain and/or improve the client's well being, stability in the community, and reduce the need for inpatient hospitalization.
- F. CONTRACTOR shall establish and implement policies and procedures which:
 1. Ensure that referred clients receive timely, effective, and quality mental health services that meet his/her special needs.
 2. Incorporate and ensure compliance of ethical standards as established by all mental health disciplines (e.g. social workers, counselors, psychologists) and legal standards as defined by federal and state governments regulating confidentiality (Civil Codes 38.1, 38.2, 38.3, Evidence Code 1012).
- G. CONTRACTOR shall provide individualized therapeutic interventions that address the presenting problem and mental health diagnosis of the referred client as evidenced by client chart documentation and internal utilization review.
- H. CONTRACTOR shall establish and implement clinical oversight and monitoring systems which:
 1. Address treatment issues, discharge planning, and scope of practice.
 2. Ensure that client cases and documentation of cases are opened and closed in a timely and appropriate manner.
 3. Include regular internal utilization review meetings by which charts/documentation of referred clients are thoroughly reviewed by agency staff.
- I. CONTRACTOR shall ensure quality care by providing agency staff with on-going training and supervision.

- J. CONTRACTOR shall develop Plans of Care which, as evidenced by client chart documentation and internal utilization review:
1. Meet the individualized needs of the referred client.
 2. Address client's presenting issues and mental health diagnosis.
 3. Include client involvement.
- K. CONTRACTOR shall provide referral and linkages to other county and community based services when clinically appropriate.
- L. CONTRACTOR shall ensure interagency coordination, communication, and/or collaboration of services with other agencies with which the referred client is involved as evidenced by client chart documentation and internal utilization review.
- M. CONTRACTOR shall provide appropriate referral and linkage for clients who do not meet criteria, are transitioning out of services, or require services beyond the scope of the contracted program.
- N. CONTRACTOR shall demonstrate program effectiveness through performance outcomes.
- O. CONTRACTOR shall provide culturally competent services by:
1. Seeking staff that provides multi-cultural representation on all levels.
 2. Providing services to referred clients in a manner that is sensitive and responsive to racial, ethnic, linguistic, and cultural differences as evidenced by client chart documentation and internal utilization review.
- P. CONTRACTOR shall provide services at hours that are convenient and acceptable to the referred client.
- Q. Service Eligibility: CONTRACTOR shall perform an intake process on each participant seeking Ryan White-funded mental health services. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to CONTRACTOR's program. The Intake process should be conducted within a maximum of 30 days of initial client contact, unless the agency can no longer accept clients as a result of a lack of funding or available staff. Clients placed on a waiting list must be provided with referrals to alternate available Ryan White Case Management agencies, and all waiting lists must be reported to the Ryan White Fiscal Agent. Once funding of staff becomes available, clients placed on the waiting list should be seen in order of need.
- R. Service Eligibility for Non-Infected Clients: Non-infected individuals may be appropriate candidates for CARE Act services in limited situations, but these services must always have at least indirect benefit to a person with HIV. The Sacramento TGA's adopted Mental Health Service Standards outline these limited circumstances.
- S. Evaluation and Assessment: During the initial intake process, CONTRACTOR shall perform an assessment of medical and psychosocial needs of the participant using the adopted TGA Case Management Service Standards as a guide to determine appropriate service and/or resource referrals.

- T. CONTRACTOR shall document assessments, client plans, and progress notes, which accurately represent the mental health service provided and client progress.
- U. CONTRACTOR shall meet all Ryan White program-staffing requirements. Staff clinicians who provide the services must meet all licensure and certification requirements as established by the State of California, Board of Behavioral Sciences. Registered interns may provide services if they have appropriate supervision by mental health professionals licensed within the State of California to provide mental health services and are employed directly by the applicant organization. It is understood that clinicians knowledgeable of HIV+ client needs will provide mental health services.
- V. CONTRACTOR shall use best efforts to achieve the outcomes, as evidenced by:
1. 100% of participants will have completed a pre-survey prior to or on their first mental health appointment at the agency or if the person is a continuing client they will have completed a pre-survey on their first appointment of each C.A.R.E. Program fiscal year commencing March 1.
 2. 100% of participants will have completed a post-survey at the time they complete treatment at the agency or at the end of each C.A.R.E. Program fiscal year on February 28, whichever event comes first.
 3. 100% of long-term ongoing clients will have completed a post-survey one-year after they began receiving treatment at the agency and again each year following to track the progress of treatment.
 4. 100% of client survey responses will be reported to the Sacramento TGA Ryan White CARE Program.
 5. 100% of clients who do not have an identified primary care provider at the time of Intake will receive a referral and access to appropriate physician or clinic during the program year.
 6. 60% of HIV+ clients who receive mental health services will report increased functionality within 90 days of start of treatment.

IV. DENTAL CARE

- A. Type of Program: CONTRACTOR will provide Oral Health Care to People Living with HIV/AIDS (PLWH/A). Under the Oral Health Care Program the CONTRACTOR will provide the following services: diagnostic, prophylactic, and therapeutic services rendered by licensed dentists, dental hygienists, dental assistants and other appropriately licensed or certified professional practitioners.
- B. Length of Treatment: Length of treatment will be determined based on the diagnostic assessment by a licensed dentist of emergency Oral Health Care required and authorized under the current adopted Ryan White HIV Dental Program Operations Manual attached as Attachment A.
- C. Population: HIV infected persons in El Dorado County with a primary focus on persons who need improvement in dental health.

- D. CONTRACTOR will maintain and enhance individual health care by providing Oral Health Care to People Living with HIV/AIDS in El Dorado County.
1. CONTRACTOR shall establish and implement policies and procedures that ensure that referred clients receive timely, effective, and quality Oral Health Care that meets his/her special needs.
 2. CONTRACTOR shall establish and implement policies and procedures that incorporate and ensure compliance of ethical standards as established for all health care providers and legal standards as defined by federal and state governments regulating confidentiality (Civil Codes 38.1, 38.2, 28.3, Evidence Code 1012).
 3. CONTRACTOR will provide access to Oral Health Care for People Living with HIV/AIDS in El Dorado County. Oral Health Care will be limited to the services listed in the Sacramento County – Units of Services (UOS) Schedule 2007/2010 attached as Attachment B.
 4. CONTRACTOR shall perform an intake process on each client meeting eligibility criteria for Oral Health Care services. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the CONTRACTOR's SERVICE PROGRAM. The Intake process should be conducted within a maximum of 30 days of initial client contact, unless the agency can no longer accept clients as a result of lack of funding or available staff. Clients placed on a waiting list must be provided with referrals to alternate Ryan White Medical Case Management agencies, and all waiting lists must be reported to the Ryan White Fiscal Agent. Once funding or staff becomes available, clients placed on the waiting lists should be seen in order of need.
 5. Documentation of on-going dental care will be charted in case files for 100% of clients.
 6. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based databaseto identify clients who may withdraw from care.
 7. CONTRACTOR shall use best efforts to achieve the outcomes described in sections a. through d. below:
 - a. The number of clients who receive actual definitive or emergency treatment will measure the improvement in dental health. Persons who receive diagnostic services, and who do not return for preventative or restorative services, will not be considered as having an improvement in the dental health. Persons who receive any type of definitive therapy, including emergency care for the relief of pain or infection, will have been considered to have benefited or experienced an improvement in their dental health.
 - b. To implement a client satisfaction survey to monitor the perception of quality through the consumer's perspective. This survey will be done once per year according to a schedule determined by the Ryan White CARE program.

- c. Documentation of on-going dental care will be charted in case files for 100% of clients.
 - d. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
8. CONTRACTOR shall provide the level of service delivery as follows:
- Number of Unduplicated Clients:
 - a. An estimated 1 unduplicated client will receive dental treatment services.
 - Number of Units of Services:
 - a. During the contract period an estimated 3,028 dental treatment units of service will be provided with 1 unit of service = 1 vendor paid dollar.
9. 70% of dental clients will maintain routine medical care (minimum of one primary care visit per year that includes a CD4 count, viral load or on ART).
10. 100% of dental clients who do not have an identified primary care provider at intake will receive a referral to an appropriate physician or clinic.

V. SUPPORT SERVICE – MEDICAL TRANSPORTATION

- A. CONTRACTOR will provide Support Services to HIV infected persons and their partners/families in El Dorado County and Alpine County.
- B. CONTRACTOR will provide vendored support services including but not limited to adult/day respite care, food and nutrition, transportation, housing/utilities, and other critical need vouchers for the following estimated units of service.
- C. Type of Service: CONTRACTOR will provide Support Services in the form of Medical Transportation to Persons Living with HIV/AIDS (PLWH/A). Many PLWH/A have multiple needs because of the numerous logistical barriers to accessing care and/or staying in care, including, but not limited to: poverty, isolation, trust of government systems, homelessness, mental health (including multiple diagnoses), ability to pay for medical services, and discrimination. Support Services – Medical Transportation shall provide assistance to promote quality of life and remove major barriers that prevent PLWH/A from accessing needed primary medical care.
- D. Population: Persons living with HIV/AIDS in the Sacramento Transitional Grant Area (TGA), which encompasses El Dorado, Placer, and Sacramento Counties, with a primary focus on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).
- E. Goal: Desired outcome is to provide basic Support Services – Medical Transportation to persons living with HIV/AIDS in El Dorado County and Alpine County and to improve their ability to enter into and/or remain in primary medical care.
- F. CONTRACTOR will maintain and enhance individual health care by providing Support Services to PLWH/A in the Sacramento TGA. CONTRACTOR shall establish and

implement policies and procedures that ensure the referred client received timely, effective, and quality Support Services – Medical Transportation that meet their individual needs as determined by a Plan of Care developed by a Sacramento TGA medical case management agency that is Ryan White CARE Program funded. Exceptions: clients receiving volunteer-based Transportation Services, Buddy/Companion Services, Peer/Support Groups and/or Outreach/Case Funding, do not require case management participation.

- G. CONTRACTOR shall ensure Support Services – Medical Transportation are designed as coordinated services to facilitate access to primary medical care and to promote continuity of care. It is the intent of these services to improve the quality of life of persons living with HIV/AIDS in the Sacramento TGA.
- H. CONTRACTOR shall perform an intake process for each client meeting eligibility criteria for Medical Transportation Support Services. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the Support Services CONTRACTOR provides. The Intake process should be conducted within a maximum of 30 days of initial client contact, unless the agency can no longer accept clients as a result of a lack of funding or available staff. Clients placed on a waiting list must be provided with referrals to alternate available Ryan White Medical Case Management agencies, and all waiting lists must be reported to the Ryan White Fiscal Agent. Once funding or staff becomes available, clients placed on the waiting list should be seen in order of need.
- I. CONTRACTOR shall make referrals to the most appropriate resources to meet the needs prioritized in the client's Plan of Care, will document referrals and provide follow-up action to ensure that referred services were/are provided.
1. A minimum of 39 clients will receive transportation assistance during Fiscal Year 2008-2009.
 2. A maximum of 4,542 units of service will be provided at the maximum billing rate during Fiscal Year 2008-2009.

J. INTENDED OUTCOMES

1. CONTRACTOR shall strive to achieve the minimum and maximum service deliveries as described in Section I listed above.
2. CONTRACTOR shall ensure documentation of intake process to charted in case files for 100% of clients.
3. CONTRACTOR shall ensure that 100% of program participants have a Plan of Care developed by a Sacramento TGA Ryan White CARE Program funded case management agency. Exceptions: clients receiving Volunteer-based Transportation Services, Buddy/Companion Services, and/or Service Outreach/Case Finding, which do not require case management participation.
4. CONTRACTOR shall offer 100% of participants an array of transportation service options to overcome barriers to accessing primary medical care.

5. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to indentify clients who may withdraw from care.
6. CONTRACTOR shall ensure docuementation of on-going medical care will be charted in case files for 100% of clients.
7. CONTRACTOR shall document all other resources available to client and other private and community resources attempted and/or accessed prior to using Ryan White CARE Act funds (i.e. payer of last resort).
8. 70% of Medical Transportation clients will maintain routine medical care (minimum of one primary care visit per year that includes a CD4 count, viral load or on ART).
9. 75% of clients showing evidence of need for medical transportation services will receive transportation for HIV/AIDS related care appointments.

VI. EMERGENCY FINANCIAL ASSISTANCE

- A. Type of Service: CONTRACTOR will provide Emergency Financial Assistance to Persons Living with HIV/AIDS (PLWH/A). Many PLWH/A will have multiple needs because of the numerous logistical barriers to accessing care and/or staying in care, including but no limited to: poverty, isolation, trust of government systems, homelessness, mental health (including multiple diagnoses), ability to pay for medical services, and discrimination. Support Services shall provide assistance to promote quality of life and remove major barriers that prevent PLWH/A from accessing needed primary medical care.
- B. Population: Persons living with HIV/AIDS in the Sacramento Transitional Grant Area (TGA), which encompasses El Dorado, Placer, and Sacramento Counties, with a primary focus on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).
- C. Goal: Desired outcome is to provide basic Emergency Financial Assistance to persons living with HIV/AIDS in the Sacramento TGA and to improve their ability to enter into and/or remain in primary medical care.
- D. CONTRACTOR will maintain and enhance individual health care by providing Emergency Financial Assistance to PLWH/A in the Sacramento TGA. CONTRACTOR shall establish and implement policies and procedures that ensure the referred client receives timely and effective Emergency Financial Assistance that meets their individual needs as determined by a Plan of Care developed by a Sacramento TGA case management agency that is Ryan White CARE Program funded.
- E. CONTRACTOR shall ensure Emergency Financial Assistance is designed as a coordinated service to facilitate access to primary medical care and to promote continuity of care. It is the intent of these services to improve the quality of life of persons living with HIV/AIDS in the Sacramento TGA.
- F. CONTRACTOR shall perform an intake process for each client meeting eligibility criteria for Emergency Financial Assistance. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the Emergency Financial Assistance CONTRACTOR provides. The Intake process should be conducted within a maximum of 30 days of initial client contact, unless the agency can no longer accept clients as a

result of a lack of funding or available staff. Clients placed on a waiting list must be provided with referrals to alternate available Ryan White Medical Case Management agencies, and all waiting lists must be reported to the Ryan White Fiscal Agent. Once funding or staff becomes available, clients placed on the waiting list should be seen in order of need.

G. CONTRACTOR shall make referrals to the most appropriate resources to meet the needs prioritized in the client's Plan of Care, will document referrals and provide follow-up action to ensure that referred services were/are provided.

1. A minimum of 3 clients will receive emergency financial assistance for other critical needs during Fiscal Year 2008-2009.
2. A maximum of 1,514 units of service will be provided at the maximum billing rate during Fiscal Year 2008-2009.

H. INTENDED OUTCOMES

1. CONTRACTOR shall strive to achieve the minimum and maximum service deliveries as described in Section G listed above.
2. CONTRACTOR shall ensure documentation of intake process be charted in case files for 100% of clients.
3. CONTRACTOR shall ensure that 100% of program participants have a Plan of Care developed by a Sacramento TGA Ryan White CARE Program funded case management agency.
4. CONTRACTOR shall offer 100% of participants emergency financial assistance to overcome barriers to accessing primary medical care.
5. CONTRACTOR shall document in individualized case file for 100% of clients: Proof of need of payment (e.g. copy of utility/telephone cut-off notice/bill, vendor invoice, etc.); appropriate signed release of information forms; all contact with client; resource referrals; and case notes.
6. CONTRACTOR shall document all other resources available to client and other private and community resources attempted and/or accessed prior to using Ryan White CARE Act funds (i.e. payor of last resort).
7. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
8. Documentation of on-going medical care will be charted in case files for 100% of clients.
9. 70% of clients accessing Emergency Financial Assistance will continue to access routine medical care (minimum one primary care visit per year that includes CD4 count, viral load test or on ART).
10. CONTRACTOR shall adhere to service standards and directives as determined by the HIV Health Services Planning Council.

Exhibit B
El Dorado/Alpine County CARE Act
Budget: July 1, 2008 - June 30, 2009

Personnel:

Executive Director (.2 FTE)	\$	12,000.00
Case Manager: (1.0 FTE)	\$	39,500.00
Bookkeeper: (.3 FTE)	\$	11,700.00
Case Aid/Administrative Assistant: (.5 FTE)	\$	13,500.00
 Subtotal Personnel:	 \$	 76,700.00
Benefits:	\$	19,175.00
<u>Total Personnel Costs:</u>	<u>\$</u>	<u>95,875.00</u>

Operating Expenses:

Rent & Utilities	\$	13,500.00
Communications	\$	4,000.00
Travel	\$	3,000.00
Office Supplies	\$	2,061.00
Postage & Photocopying	\$	750.00
Insurance	\$	1,300.00
Computer/Office Equipment & Maintenance	\$	1,000.00
Staff Volunteer Training/Development	\$	500.00
Audit Fee	\$	1,500.00
<u>Total Operating Costs</u>	<u>\$</u>	<u>27,611.00</u>

Total Case Management Costs **\$** **123,486.00**

Client Financial Aid

Ambulatory Care	\$	7,260.91
Mental Health Services	\$	7,066.36
Transportation	\$	4,541.82
Oral Care	\$	3,028.18
Emergency Financial Assistance	\$	1,513.64
<u>Total Client Financial Aid</u>	<u>\$</u>	<u>23,410.91</u>

TOTAL SFAF CARE ACT BUDGET: **\$** **146,896.91**

El Dorado County Admin Fee **\$** **7,731.09**

Total CARE Act Budget **\$** **154,628.00**

Budget Narrative
El Dorado and Alpine Counties FY 2008 - 2009

Case Management Services (Includes both office-based and field-based services) \$123,486.00

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:

Executive Director (.2 FTE) \$12,000.00

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.

Case Manager: (1.0 FTE) \$39,500.00

Provides comprehensive case management services including intake and assessment, development of service plan, service plan monitoring, information and referral and benefits counseling.

Bookkeeper: (.3 FTE) \$11,700.00

Responsible for accounts payable and receivable, invoicing, payroll and data entry.

Case Aid/Administrative Assistant: (.5 FTE) \$13,500.00

Responsible for non professional assistance in carrying out tasks of case management services, clerical support, data entry, reception.

Subtotal Personnel: \$76,700.00

Benefits: Calculated at 25% of Personnel \$19,175.00

Total Personnel Costs: \$95,875.00

Operating
Expenses:

Rent & Utilities Office space and utilities needed to provide for service and administrative needs.	\$13,500.00
Communications Phone, Internet, Fax services needed to provide for service needs.	\$4,000.00
Travel Mileage and related travel costs of providing services and as needed to meet administrative needs.	\$3,000.00
Office Supplies Consumable supplies needed to provide for services and administrative needs	\$2,061.00
Postage & Photocopying Postage and photocopying costs needed to provide for services and administrative needs	\$750.00
Insurance Insurance required as per contract.	\$1,300.00
Computer/Office Equipment & Maintenance Maintenance and replacement of equipment as needed to provide for services and administrative needs	\$1,000.00
Staff Volunteer Training/Development Staff development and training costs as needed to maintain professional competency.	\$500.00
Audit Fee Audit as required per contract.	\$1,500.00
<u>Total Operating Costs</u>	<u>\$27,611.00</u>

Ambulatory Care

\$7,260.91

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 for opportunistic infections and combination antiretroviral therapies.

Emergency Financial Assistance

\$1,513.64

(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.

Mental Health Services

\$7,066.36

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

\$3,028.18

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

\$4,541.82

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

\$23,410.91

Total Budget Sierra Foothills AIDS Foundation

\$146,896.91

El Dorado Administration Fee

\$7,731.09

Total Budget

\$154,628.00

EXHIBIT C
SIERRA FOOTHILL AIDS FOUNDATION FY 2008/2009
UNITS OF SERVICE SUMMARY

SERVICE PRIORITY	Service Code	Units of Service Description	Estimated Quantity		Unit Cost	Total Funding Requested
			# of UDC	# of Units		
Ambulatory Medical Care						
	01008	Primary care visit w/HCP	19	3413	1 unit=1 vender paid dollar	\$3,413.00
	01009	Specialty care visit w/HCP	17	1307	1 unit=1 vender paid dollar	\$1,307.00
	010010	Laboratory services	13	2541	1 unit=1 vender paid dollar	\$2,541.00
Case Management						
	14020	1 15 minute field based face to face encounter	58	2600	1 unit= a 15 minute encounter	\$51,864.00
	14021	1 15 minute field based other encounter	67	3605	1 unit= a 15 minute encounter	\$71,622.00
Oral Care						
	02002	1 dental care visit	1	3028	1 unit=1 vender paid dollar	\$3,028.00
Mental Health/Counseling						
	03045	Adult individual-psychological	16	7066	1 unit=1 vender paid encounter	\$7,066.00
Transportation						
	11025	Client/family transportation	39	4542	1 unit=1 vender paid dollar	\$4,542.00
Other Critical Need						
	11029	Emergency financial Assistance	3	1514	1 unit=1 vender paid dollar	\$1,514.00

TOTAL EXPENDITURE

\$146,897.00