

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

**Sierra Foothills AIDS Foundation providing care to persons living with HIV/AIDS under the
Ryan White Comprehensive AIDS Resources Emergency (CARE) Act**

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 Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 12183 Locksley, #205, Auburn, CA 95603 (hereinafter referred to as CONTRACTOR);

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide case management services for individuals and families in the County of El Dorado who are living with human immunodeficiency virus (HIV) / Acquired Immunodeficiency Syndrome (AIDS) under Title I of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act; and

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 provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. DEFINITIONS

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

Sacramento TGA	Sacramento Transitional Grant Area – for purposes of this Agreement, the TGA encompasses Sacramento, El Dorado and Placer counties.
USO	Units of Service as defined in Exhibit C – Ryan White CARE Act Sierra Foothills AIDS Foundation Units of Service Summary March 1, 2011 through December 31, 2011, attached hereto and incorporated by reference herein.
W&I Code	California Welfare and Institutions Code.

Article II. SCOPE OF SERVICES

Section 2.01 CONTRACTOR agrees to provide ambulatory/outpatient medical care to people living with HIV/AIDS. CONTRACTOR will provide comprehensive high quality, client-centered, timely and cost-effective outpatient primary medical services to HIV positive persons at all stages of disease. Services will be provided to HIV positive persons residing in the Sacramento Transitional Grant Area (TGA) which encompasses Sacramento, El Dorado and Placer Counties, who meet the requirements listed and referred to in Exhibit A – Ryan White Grant Amendment 5 “Special Provisions,” attached hereto and incorporated by reference herein.

Section 2.02 Service Locations

Sierra Foothills AIDS Foundation
 3053 Harrison Avenue, Suite 203
 South Lake Tahoe, CA 96151

Sierra Foothills AIDS Foundation
 550 Pleasant Valley Road, Suite 2-E
 Diamond Springs, CA 95619

Section 2.03 County Residency

Funding provided under this Agreement for Services is to be used for Sacramento, El Dorado and Placer County residents only. A person is a Sacramento, El Dorado or Placer County resident if he/she is currently staying in one of these counties with the intent to remain and live in one of the aforementioned counties. Any person who comes to Sacramento, El Dorado or Placer County for the express purpose of qualifying to receive services from a COUNTY-funded program and intends to leave the COUNTY after receipt of services, is not considered a resident. Proof of residency can be established by one or more of the following:

- Any bill or correspondence current to within the previous two weeks showing the individual’s name and a Sacramento, El Dorado or Placer County address;
- Written statement by homeless shelter staff verifying that the individual has been in shelter residence in Sacramento, El Dorado or Placer County continuously for the previous two weeks;
- Current State-issued identification card reflecting a Sacramento, El Dorado or Placer County address; and/or
- Other reliable evidence that establishes Sacramento, El Dorado or Placer County residency.

Section 2.04 Contractor shall:

- (a) 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;
- (b) Comply with all HRSA, State Office of AIDS (SOA), and the Sacramento Eligible Metropolitan Area (EMA) reporting requirements in a timely manner as specified by the Fiscal Agent of the EMA;
- (c) 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 EMA. 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;
- (d) Track and report needs of clients, including documentation of any needs that are not provided for by funding under Part A of the CARE Act;
- (e) Participate in the development of a continuum of care, including development of a comprehensive plan for the EMA. This process will also require establishment and maintenance of cooperative working relationships with other service providers within the region continuum of care;
- (f) Document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care; and
- (g) 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.

Section 2.05 Contractor shall provide the following services:

- (a) Ambulatory/Outpatient Medical Care, in accordance with Exhibit A-1, Amendment 5 to Agreement 7275-07/12-709-A5, attached hereto as Exhibit A – Attachment 1, and incorporated by reference as if fully set forth herein.
- (b) Medical Case Management, in accordance with Exhibit A-2, Amendment 5 to Agreement 7275-07/12-709-A5, attached hereto as Exhibit A – Attachment 2, and incorporated by reference as if fully set forth herein.
- (c) Mental Health Treatment Services in accordance with Exhibit A-3, Amendment 5 to Agreement 7275-07/12-709-A5, attached hereto as Exhibit A – Attachment 3, and incorporated by reference as if fully set forth herein.

- (d) Support Service – Medical Transportation, in accordance with Exhibit A-4, Amendment 5 to Agreement 7275-07/12-709-A5, attached hereto as Exhibit A – Attachment 4, and incorporated by reference as if fully set forth herein.
- (e) Emergency Financial Assistance, in accordance with Exhibit A-5, Amendment 5 to Agreement 7275-07/12-709-A5, attached hereto as Exhibit A – Attachment 5, and incorporated by reference as if fully set forth herein.
- (f) Oral Health Care, in accordance with Exhibit A-6, Amendment 5 to Agreement 7275-07/12-709-A5, attached hereto as Exhibit A – Attachment 6, and incorporated by reference as if fully set forth herein. CONTRACTOR shall adhere to the terms and conditions set forth in the Ryan White HIV Dental Program Operations Manual (Attachment A Amendment 5), attached hereto as Exhibit A – Attachment 7, and incorporated by reference as if fully set forth herein.

Article III. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of March 1, 2011 to December 31, 2011 unless earlier terminated pursuant to the provisions under Article X or Article XI herein.

Article IV. COMPENSATION FOR SERVICES

Section 4.01

Not-to-exceed for services provided pursuant to this Agreement	\$118,144.78
Sierra Foothills AIDS Foundation Administrative Fee (5%)	6,563.34
Total Not-to-Exceed Amount	\$124,708.12

Section 4.02 Adjustments between line items in Exhibit B – Budget & Budget Narrative attached hereto and incorporated by reference herein shall be allowed when agreed to in writing between COUNTY Contract Administrator and CONTRACTOR.

Section 4.03 Payment for services rendered shall be in arrears and based on the unit of service reimbursement rate shown on Exhibit C – Sierra AIDS Foundation Units of Service Summary March 1, 2011 – December 31, 2011, attached hereto and incorporated by reference herein.

Section 4.04 CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where CONTRACTOR obtains written approval from COUNTY Health and Human Services Agency Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which CONTRACTOR provides services in accordance with Article II – Scope of Services.

Section 4.05

Mail Invoices to:	Mail Remittance to:
Health and Human Services Agency – Finance Unit 929 Spring Street Placerville, CA 95667	Sierra Foothills AIDS Foundation, Inc. 12183 Locksley, # 205 Auburn, CA 95603

Section 4.06 For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY’s receipt and approval of itemized invoice(s) identifying services rendered.

Article V. FUNDING-SPECIFIC PROVISIONS

Section 5.01 Subcontracting of Services

By signing this Agreement 108-095A-P-E2011, CONTRACTOR becomes a sub recipient of funds through the COUNTY Health and Human Services Agency and agrees to adhere to the terms and conditions of Exhibit A, attached hereto and incorporated by reference as if fully set forth herein unless superseded by other exhibits attached hereto. In addition, CONTRACTOR agrees that in the event COUNTY agrees in writing to the subcontracting of any services under this Agreement, CONTRACTOR shall ensure that all subcontractor(s) adhere to terms and conditions of this Agreement.

Section 5.02 Nondiscrimination In Employment, Services, Benefits, and Facilities

- (a) CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable Federal, State, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- (b) CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.) and regulations and guidelines issued pursuant thereto.
- (c) CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Section 5.03 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.

Section 5.04 Patient's Rights

CONTRACTOR shall give notice to all patients of their rights pursuant to and in compliance with: W&I Code Section 5325 et seq., and Title 9 CCR 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.

Section 5.05 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, 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 pursuant to Article XI.
- (b) CONTRACTOR shall make available to COUNTY, on request of the Administrator for this Agreement, 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.

Section 5.06 Confidentiality

- (a) CONTRACTOR is subject to and agrees to comply and require his or her employees to comply with, the provisions of Sections 5328, 10850 and 17006 of the W&I Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 42, Chapter I, Part 2, and all other applicable laws and regulations to assure that:
 - (i) All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - (ii) No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.

- (b) CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

Section 5.07 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 the Sacramento Eligible Metropolitan Area (EMA) HIV Health Services (Fiscal Agent).
- (b) CONTRACTOR shall permit, at any reasonable time, personnel designated by COUNTY and/ or the Director of Sacramento County Department of Health and Human Services 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 Sacramento County, 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 Sacramento County 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 Section 5.07(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.

Section 5.08 Reports

- (a) CONTRACTOR shall, on a monthly basis, provide to COUNTY Contract Administrator, as defined in Article XXI herein, 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 the COUNTY Contract Administrator as defined in Article XXI herein.
- (c) CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by COUNTY or Sacramento County concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. The TGA Fiscal Agent shall explain procedures for reporting the required information.

- (d) CONTRACTOR shall participate in the California Public Health Department active/passive case surveillance efforts promulgated by the State Office of AIDS.

Section 5.09 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 TGA (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 or, at sole discretion of COUNTY, COUNTY may withhold such amount from any payments due under this Agreement or any successor Agreement.
- (b) It is understood that any records of revenues or expenditures under this Agreement 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 there from.
- (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 standard accounting procedures, finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by the COUNTY, or if any payments made by COUNTY are not reimbursable in accordance with the terms of the CARE Act Program reporting system, HRSA regulations regarding the use of Ryan White Title I funds, or the State Office of AIDS regulations regarding the use of Title II funds, the difference shall be repaid by CONTRACTOR forthwith by cash payment or at the sole discretion of COUNTY as a credit on future billings. If such post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments

made by COUNTY for that service, then the difference will not be paid to CONTRACTOR.

- (e) In the event CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- (f) In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between CONTRACTOR and COUNTY, CONTRACTOR shall, within thirty (30) days of termination of this Agreement, declare to COUNTY any and all accounts receivables and assign to COUNTY billings to all clients and/or payers for services rendered clients for which claims have been or are being made to COUNTY for reimbursement.

Section 5.10 Use of Funds and Payment Limitation

- (a) CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described herein. 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 lesser of:
 - (i) The not-to-exceed amount identified in Article IV, Section 4.01.
 - (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 as submitted to the Sacramento EMA. In the event post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by COUNTY to CONTRACTOR for that service, then the difference will not be paid to CONTRACTOR, pursuant to Exhibit A - Agreement 7275-07/12-709 A-5, Exhibit D Amendment 5to Agreement, Article XIII paragraph E attached hereto and incorporated by reference herein.
- (d) CONTRACTOR shall expend no more than five percent (5%) of the total Agreement amount for administrative and indirect costs pursuant to Article IV herein.

Section 5.11 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 Agreement including those covered by copyright.

Section 5.12 State and/or Federal Regulations

Services provided or performed under this Agreement shall be subject to and provided or performed in accordance with the following State or Federal regulations:

- (a) Public Law 111-87, Ryan White HIV/AIDS Treatment Extension Act of 2009, or any subsequent legislation; and
- (b) 45 CFR Part 74 or 45 CFR Part 92, as applicable.

Section 5.13 Audit Requirements for Sub-Recipient of Federal Assistance Funds

- (a) CONTRACTOR shall submit to the Contract 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.
- (b) 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".
- (c) The COUNTY Contract Administrator or his/her designee shall review the audit for completeness and findings, and then submit the audit to the Director of Sacramento County DHHS, for technical review. The Director of DHHS shall be allowed access to all financial and program records as DHHS deems necessary to determine that funding was spent in compliance with applicable guidelines of this Agreement.
- (d) If the Agreement is terminated for any reason during the Agreement period, the independent audit shall cover the entire period of the Agreement for which services were provided.
- (e) The audit shall be submitted to COUNTY Contract Administrator or his/her designee within six (6) months of the end of the Agreement period.
- (f) 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 XI 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.

Article VI. 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 VII. 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 VIII. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its 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 IX. INDEPENDENT CONTRACTOR/LIABILITY

Section 9.01 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.

Section 9.02 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 X. FISCAL CONSIDERATIONS

Section 10.01 The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, County of El Dorado 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.

Section 10.02 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.

Section 10.03 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 XI. DEFAULT, TERMINATION, AND CANCELLATION

Section 11.01 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 at 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 on 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. 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.

Section 11.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 11.03 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.

Section 11.04 Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. 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.

Article XII. 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 addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, M.P.A., DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

SIERRA FOOTHILLS AIDS FOUNDATION
18183 LOCKSLEY, #205
AUBURN, CA 95602
ATTN: SUSAN FARRINGTON, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

Article XIII. INDEMNITY

The 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 prescribed 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 XIV. INSURANCE

Section 14.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California; and
- (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.

Section 14.02 CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 14.03 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 14.04 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 the 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 Risk Management 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.

Section 14.05 The certificate of insurance must include the following provisions listed under 14.05 (a) and (b) (including an endorsement page for the "additional insured" language pursuant to Section 14.05 (b), stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;

- (b) 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 the general liability policy.

Section 14.06 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 excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 14.07 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.

Section 14.08 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.

Section 14.09 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.

Section 14.10 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 14.11 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.

Section 14.12 Certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XV. 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 XVI. 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 XVII. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XVIII. 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 XIX. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XX. 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 County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXI. ADMINISTRATOR

The COUNTY Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, RN, MN, PHN, Community Public Health Nursing 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.

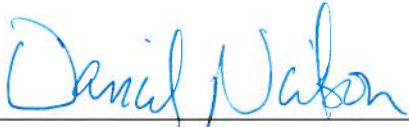
Article XXIV. VENUE

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

Article XXV. 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.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 11-15-2011

//
//
//
//
//
//

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

--COUNTY OF EL DORADO--

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY

Dated: _____

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

Deputy

Date

-- CONTRACTOR --

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

Dated: 11-17-2011

EXHIBIT A - Ryan White Grant Amendment 5

Contractor's Original

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A-5

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT, made and entered into as of the 10th day of August, 2011, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the parties hereto entered into an agreement as of March 1, 2007, hereinafter referred to as "AGREEMENT", relating to the provision of direct services for people living with HIV disease; and

WHEREAS, the parties hereto entered into a FIRST AMENDMENT to AGREEMENT on February 19, 2008 to increase the maximum payment to CONTRACTOR by \$106,935.00 from \$53,468.00 to \$160,403.00; and

WHEREAS, the parties hereto entered into a SECOND AMENDMENT to AGREEMENT, effective April 1, 2007 to increase the maximum payment to CONTRACTOR by \$262,868.00 from \$160,403.00 to \$423,271.00; and to extend the term of the AGREEMENT from February 29, 2008 to March 31, 2010, extending the contract from one year to three years; and

WHEREAS, the parties hereto entered into a retroactive THIRD AMENDMENT, effective April 1, 2007, to increase the maximum total payment to CONTRACTOR by \$42,433.00 from \$423,271.00 to \$465,704.00; and

WHEREAS, the parties hereto entered into a retroactive FOURTH AMENDMENT to AGREEMENT, effective April 1, 2007, to increase the maximum total payment to CONTRACTOR by \$314,082.00, from \$465,704.00 to \$779,786.00, and to extend the term of the AGREEMENT from March 31, 2010 to June 30, 2012; and

WHEREAS, the parties hereto desire to enter into a retroactive FIFTH AMENDMENT to AGREEMENT, effective April 1, 2007, to increase the maximum total payment to CONTRACTOR by \$52,772.00, from \$779,786.00 to \$832,558.00; and

WHEREAS, the Director of the Department of Health and Human Services, or her designee, is authorized to amend AGREEMENT pursuant to Board Resolution No. 2010-0172, approved March 23, 2010; and

WHEREAS, pursuant to the Resolution cited as providing authority to DHHS to execute this FIFTH AMENDMENT to AGREEMENT, the Department has amendment authority to execute non-monetary and administrative changes; make monetary increases and decreases, when necessary, for a shared contract authority not to exceed the total of the Ryan White CARE Act Part A and State AIDS Master Grant funding; or assign, terminate, or further amend the above referenced AGREEMENT, when necessary, throughout the term of the AGREEMENT, and

WHEREAS, COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this AGREEMENT or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this AGREEMENT are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this AGREEMENT or any portion thereof; or 4) if funds that were previously appropriated for this AGREEMENT are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

NOW, THEREFORE, the AGREEMENT is amended as follows:

- 1. The maximum total payment of \$779,786.00 to CONTRACTOR is hereby increased by \$52,772.00, for a maximum reimbursable amount of \$832,558.00 to allow for a corresponding increase in Contractor's services.
2. Exhibit "A Amendment 4," and Exhibits "A-1 Amendment 4" through "A-6 Amcndmnt 4" to AGREEMENT are replaced in entirety by Exhibit "A Amendment 5," and Exhibits "A-1 Amendment 5" through "A-6 Amendment 5", attached hereto and incorporated herein by reference.
3. Exhibits "C Amendment 4" and "C-1 Amendment 4" to AGREEMENT are both replaced in entirety by Exhibits "C Amendment 5" and "C-1 Amendment 5," attached hereto and incorporated herein by reference.

EXHIBIT A - Ryan White Grant Amendment 5

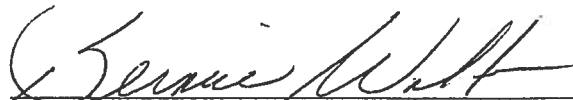
COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A-5


4. "Attachment A Amendment 4" and "Attachment B Amendment 4" to AGREEMENT are replaced in entirety by "Attachment A Amendment 5" and Attachment B Amendment 5," attached hereto and incorporated herein by reference.
5. Exhibit "D" to AGREEMENT is replaced in entirety by Exhibit "D Amendment 5," attached hereto and incorporated herein by reference.
6. Exhibit "E Amendment 5," Schedule of Federal Funds, is added in entirety, attached hereto and incorporated herein by reference.
7. This FIFTH AMENDMENT shall be deemed retroactively effective as of April 1, 2007.
8. In all other respects, the above-referenced AGREEMENT, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this FIFTH AMENDMENT to AGREEMENT as of the day and date first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: 
ANN EDWARDS, Director
Department of Health and Human Services, "COUNTY"
Approval delegated pursuant to Sacramento County
Code Section 2.61.012 (h)

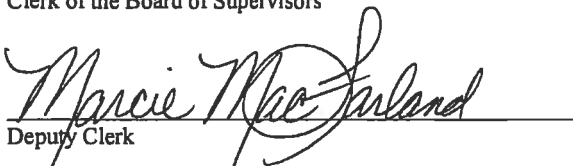
Date: 8/10/11

By: 
RAYMOND J. NUTTING, Chair
County of El Dorado Board of Supervisors
"CONTRACTOR"

Date: 7/19/11

94-6000511
Contractor's Social Security or Employer's Tax Identification Number

Attest:
SUZANNE ALLEN DE SANCHEZ,
Clerk of the Board of Supervisors


Deputy Clerk

Date: 7/19/11

EXHIBIT A - Ryan White Grant Amendment 5

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT A, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR

SPECIAL PROVISIONS

The Special Provisions listed below shall apply to Exhibits A-1, Amendment 5 through A-6, Amendment 5 of this Agreement.

I. SERVICE LOCATION

Facility Name: Sierra Foothills AIDS Foundation
Street Address: 3053 Harrison Ave., Suite 203
City and Zip Code: South Lake Tahoe, CA 96151

Facility Name: Sierra Foothills AIDS Foundation
Street Address: 550 Pleasant Valley Road, Suite 2E
City and Zip Code: Diamond Springs, CA 95619

II. SERVICE PERFORMANCE MONITOR

Name and Title: Senior Health Program Coordinator (Adrienne Rogers)
Organization: County of Sacramento Department of Health and Human Services
Division of Public Health
Ryan White CARE Program
Street Address: 7001-A East Parkway, Suite 600
City and Zip Code: Sacramento, CA 95823

III. CONTRACTOR CONTRACT ADMINISTRATOR

The El Dorado County officer or employee responsible for administering this Agreement is:

Name and Title: Michael Ungeheuer, Deputy Director
Organization: El Dorado County Public Health Department
Street Address: 931 Spring Street, Suite 3
City and Zip Codes: Placerville, CA 95667

IV. SPECIAL PROVISIONS

A. County Residency

1. Only residents of the Sacramento Transitional Grant Area (TGA) which encompasses Sacramento, El Dorado, and Placer Counties qualify for services funded by this Agreement. A person qualifies as a Sacramento TGA resident if he/she is currently staying in Sacramento, El Dorado, or Placer County with the intent to remain and live in one of the specified counties. Any person who comes to the Sacramento TGA for the express purpose of qualifying to receive the services described in this Agreement and intends to leave the qualifying county after receipt of services is not considered a resident.
2. Proof of Sacramento TGA residency can be established by the following:
 - a) Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento, El Dorado, or Placer County address.
 - b) A written statement by homeless shelter staff verifying that the individual has been in shelter residence in Sacramento, El Dorado, or Placer County continuously for the previous two weeks.
 - c) A current State issued identification card reflecting Sacramento, El Dorado, or Placer County residency.

EXHIBIT A - Ryan White Grant Amendment 5

d) Other reliable evidence that establishes Sacramento, El Dorado, or Placer County residency.

B. Contractor Manual

1. CONTRACTOR shall keep an up-to-date copy of the *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual* on site.
2. CONTRACTOR shall comply with all applicable sections of the *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.

EXHIBIT A - Ryan White Grant Amendment 5

COUNTY OF SACRAMENTO

NEGOTIATED RATE AGREEMENT NO. 7275-07/12-709 A-5

EXHIBIT D AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. LAWS, STATUTES AND REGULATIONS

CONTRACTOR shall abide by all applicable State, Federal and County laws, statutes, and regulations including but not limited to the provisions of the Federal Ryan White CARE Act of 1990 (Public Law 101-381), as amended by the Ryan White CARE Act Amendments of 1996 (Public Law 104-146) and the Ryan White CARE Act Amendments of 2000 (Public Law 106-345), attached hereto as Exhibit F, and 45 CFR Part 74 or 45 CFR Part 92, as applicable.

II. LICENSING, CERTIFICATION 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, 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 DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, and certification, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C", CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for proper provision of services under this Agreement.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. Upon request, CONTRACTOR shall forward to the DIRECTOR copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement. When issuing statements, press releases, requests for proposals, bid solicitations and other documents funded in whole or in part with Federal money, CONTRACTORS receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

IV. GRIEVANCES

CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. Agency grievance policies and procedures must be prominently posted at each agency. Consumers are to be furnished with a copy of said procedures upon request.

V. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with, the provisions of Sections 5328 and 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 42, Chapter I, Part 2, and all other applicable laws and regulations to assure that:

EXHIBIT A - Ryan White Grant Amendment 5

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY'S consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

VI. QUALITY ASSURANCE AND PROGRAM REVIEW

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR 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 DIRECTOR 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 DIRECTOR with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.
- B. CONTRACTOR shall also use evaluation questionnaires or other tools supplied by the COUNTY for the purpose of evaluation of client satisfaction of services provided.
- C. CONTRACTOR shall integrate service directives and/or service standards adopted by the HIV Health Services Planning Council into existing program models. If applicable, these directives and/or service 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. The COUNTY, as Fiscal Agent of the Sacramento Region EMA, 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.

VII. RECORDS

A. Client Records:

1. CONTRACTOR shall maintain adequate client records on each individual client that includes diagnostic studies (when applicable), records of client interviews, progress notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.
2. CONTRACTOR will maintain a completed Ryan White Intake Form for all non-anonymous clients in each client case file.
3. CONTRACTOR will track and report needs of clients, including documentation of any needs that are not provided for by funding under Title I/II of the Ryan White CARE Act.
4. CONTRACTOR shall maintain documentation in client case files that funds are not utilized to make payments for any item or service to the extent that payment has been made, with respect to that item or service by any other source of funds. Ryan White Title I and Title II-funded services are considered "Payer of Last Resort".

B. Financial Records:

CONTRACTOR shall maintain complete financial records that clearly reflect the actual cost of and related fees and reimbursements received for each type of service for which payment is claimed. The client eligibility determination and the fees charged to, and collected from clients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

EXHIBIT A - Ryan White Grant Amendment 5

VIII. REPORTS

- A. CONTRACTOR shall provide to COUNTY, to the satisfaction of the DIRECTOR, program budget expenditures, an accompanying budget narrative, the units of service with a description and reference to the appropriate Ryan White Service Code describing such service, and planned number of unduplicated persons to be served. Final negotiated program budgets must be submitted to the COUNTY by no later than 60 days after execution of this Agreement.
- B. CONTRACTOR will comply with all HRSA, State Office of AIDS and Fiscal Agent reporting requirements in a timely manner as specified by the COUNTY, as the Fiscal Agent of the Sacramento EMA. COUNTY shall explain procedures for reporting the required information.

IX. EQUIPMENT OWNERSHIP

- A. All equipment and products purchased by CONTRACTOR under this Agreement must be American-made.
- B. COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement.
- C. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for Sacramento County Identification Number tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

X. STAFF TRAINING AND EDUCATION

CONTRACTOR shall provide and document AIDS and cultural competency training to staff and have documentation available for COUNTY inspection upon request. In addition, other specialized and required COUNTY training (i.e., Mandatory Technical Assistance Workshops) will be provided in cooperation with the Ryan White CARE Program.

XI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with the COUNTY's Good Neighbor Policy, a copy of which is attached as Exhibit E.
- B. If COUNTY finds CONTRACTOR has failed to perform, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within an agreed upon time frame. If CONTRACTOR fails to comply, COUNTY shall take the required corrective action and deduct the actual cost to correct the problem from CONTRACTOR's claim, when appropriate, to ensure compliance with the Good Neighbor Policy.

XII. AUDIT/REVIEW REQUIREMENTS

- A. OMB Circular A-133 requirements for Non-Profit, Governmental Agency and School District Contractors
OMB Circular A-133 requires that non-profit organizations, governmental agencies and school districts that expend \$500,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the Circular's requirements and that the Audit, including required forms, be provided to the Federal clearinghouse designated by the OMB. CONTRACTOR must also simultaneously submit 3 copies of the required Audit and forms to DIRECTOR as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
 - 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHHS has awarded contracts totaling \$200,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

EXHIBIT A - Ryan White Grant Amendment 5

2. Annual Reviewed financial statements are required from CONTRACTOR when DHHS has awarded contracts totaling less than \$200,000, but more than \$25,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
- C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.
- E. Submittal and Due Dates for Audits or Reviews
CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:
- Director
County of Sacramento
Department of Health of Human Services
7001 -A East Parkway, Suite 1000C
Sacramento, CA 95823
- F. Request for Extension of Due Date
CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:
- Director
County of Sacramento
Department of Health of Human Services
7001 -A East Parkway, Suite 1000C
Sacramento, CA 95823
- G. Deficiencies
Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.
- H. Overpayments
Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.
- I. Cost Report
If this Agreement is Cost Settled, the Reconciliation of the Cost Report data shall be based on CONTRACTOR'S fiscal year.

XIII. CLAIMS FOR PAYMENT

- A. During the term of this Agreement, COUNTY shall, except as herein provided, make provisional payments for services rendered during the preceding month upon the receipt of claims submitted by CONTRACTOR. CONTRACTOR shall submit a monthly claim on the forms and in accordance with the procedures prescribed by the COUNTY Ryan White CARE Program. Unless otherwise provided, claims shall be submitted to COUNTY no later than the tenth (10th) day of the month following the claim period, and COUNTY shall reimburse CONTRACTOR within 30 days after receipt of an appropriate and correct claim, except that DIRECTOR may withhold a percentage of the final claim until receipt by DIRECTOR of a complete and accurate final cost report.
- B. Format or other changes may be made by COUNTY to claim forms from time to time as needed and furnished to CONTRACTOR for billing purposes. All claims shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. CONTRACTOR and COUNTY agree that COUNTY may withhold payment until receipt of billing in the prescribed detail and format.

EXHIBIT A - Ryan White Grant Amendment 5

- C. It is understood that the validity of such monthly claims, in terms of their compliance with Federal and State Title I and Title II regulations, is subject to the review of the Federal, State and COUNTY government and that COUNTY will be making payments on said claims in advance of said review and approval by the Federal government or the State, and in advance of other reimbursement by the Federal or State governments to COUNTY for sums expended thereunder. In the event that COUNTY is not reimbursed by the Federal or State government for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days or, at the sole discretion of DIRECTOR, COUNTY may withhold such amounts from any payments due under this Agreement or any successor Agreement.
- D. 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 State or Federal regulations, COUNTY shall not be liable for lost revenue resulting there from.
- E. If a post-Agreement audit, conducted in accordance with standard accounting procedures, finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by the COUNTY, or if any payments made by COUNTY are not reimbursable in accordance with the terms of the Ryan White CARE Program reporting system, HRSA regulations regarding the use of Ryan White Title I funds, or the State Office of AIDS regulations regarding the use of Title II funds, the difference shall be repaid by CONTRACTOR forthwith by cash payment or at the sole discretion of DIRECTOR as a credit on future billings. If such post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by COUNTY for that service, then the difference will not be paid to CONTRACTOR.
- F. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between CONTRACTOR and COUNTY, CONTRACTOR shall, within 30 days of termination of this Agreement, declare to COUNTY any and all accounts receivables and assign to COUNTY billings to all clients and/or payers for services rendered clients for which claims have been or are being made to COUNTY for reimbursement.

XIV. AMENDMENTS

- A. DIRECTOR may execute an amendment to this Agreement provided that:
1. An increase in the maximum contract amount resulting from the amendment does not exceed the Director's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

XV. BASIS FOR ADVANCE PAYMENT

- A. This Agreement allows for advance payment when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR'S designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR'S designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

EXHIBIT A - Ryan White Grant Amendment 5

- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR'S designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR'S written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR'S designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year, beginning with the third month of the fiscal year.
- F. The COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

XVI. ELECTRONIC CAPABILITY

- A. CONTRACTOR shall establish and maintain the ability to send and receive electronic (e-mail) communications with the COUNTY. CONTRACTOR shall provide the COUNTY with current primary contact information, including e-mail addresses.
- B. CONTRACTOR shall submit computerized monthly invoices processed using one of the following software programs: Word Perfect; Word for Windows; Excel; Access; or Ryan White Careware.

XVII. CONTINUUM OF CARE RELATIONSHIPS

- A. CONTRACTOR shall participate in the development of the Continuum of Care, including participation in the development of a Comprehensive Plan for the Eligible Metropolitan Area (EMA). This process will also require establishment and maintenance of cooperative working relationships with Ryan White Title I/II and other service providers within the region's Continuum of Care.
- B. CONTRACTOR shall establish, maintain and document referral relationships with entities in the area served that constitute key points of entry to the health care system for individuals with HIV disease. Within the Sacramento EMA, these key points of entry include, but are not limited to, the Center for AIDS Research, Education and Services (CARES), University of California Davis Medical Center, local hospital emergency rooms, HIV disease counseling and testing sites, substance abuse and mental health treatment programs, detoxification centers, detention facilities, clinics regarding sexually transmitted diseases, homeless shelters, federally qualified health centers, and public health departments.
- C. CONTRACTOR will conduct outreach efforts to reach low-income HIV+ individuals and inform them of service availability. Special emphasis will be placed on techniques to reach individuals who know their HIV+ status but are not currently in care.

EXHIBIT A - Ryan White Grant Amendment 5

COUNTY OF SACRAMENTO

NEGOTIATED RATE AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT E, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR"

SCHEDULE OF FEDERAL FUNDS

- I. If box is checked, there are no Federal funds in this contract.
- II. If box is checked, there are Federal funds in this contract. Federal funding details for this contract are as follows:

Estimated Federal Funding Available - USHA Amounts	93.914
Agency Name and Address	HIV Emergency Relief Project Grants
Award Name and Number	Ryan White CARE Act, Part A Funds, 6 H89HA00048-15-04
Fiscal Year	2010
Are Funds to be used for the purchase of real property?	No
Name of the Project/Contract/Agreement	Department of Health and Human Services - Health Resources and Services Administration (HRSA)
Maximum Total Amount	\$832,558.00

- III. CONTRACTOR shall comply with the requirements of the Single Audit Act Amendments of 1996 and OMB Circular A-133, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in Exhibit D of this agreement, as applicable.
- IV. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph II of this Exhibit E may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with Exhibit C of this agreement.

EXHIBIT A - Attachment I

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT A-1, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR

SCOPE OF SERVICES AMBULATORY/OUTPATIENT MEDICAL CARE

I. PROGRAM DESCRIPTION

- A. Type of Program: Provision of comprehensive, high quality, client-centered, timely, and cost-effective primary ambulatory/outpatient medical services to HIV+ persons at all stages of disease.
- B. Population: HIV+ adults that reside in the Sacramento TGA as described in Exhibit A, Amendment 5 of this Agreement and qualify for Ryan White CARE Program services. The primary focus is on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).
- C. Length of Treatment: Ambulatory/outpatient medical care 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 shall be grounds for termination from the program.

II. SERVICES

- A. CONTRACTOR shall establish and implement policies and procedures which:
 1. Ensure that referred clients receive timely, effective, and quality ambulatory/outpatient medical care services that meets his/her special needs.
 2. Incorporate and ensure compliance with 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. Incorporate and ensure, to the extent possible, adherence to established HIV clinical practice standards and the most current Center for Disease Control (CDC) recommendations and guidelines for the treatment of HIV/AIDS located on the internet at: <http://www.cdc.gov/hiv/topics/treatment/guidelines.htm>.
- B. CONTRACTOR shall maintain and enhance the individual health care of HIV+ persons by providing ambulatory/outpatient medical care services. Ambulatory/outpatient medical services shall include the following services:
 1. Lab visits.
 2. Primary care visits with a HIV health care provider.
 3. Specialty care visits with medical specialists at other health care providers.
 4. Medication adherence sessions as part of medical visits.
- C. CONTRACTOR shall maintain an individual medical file for each client that contains documentation of all services provided, appropriate signed release of information forms, documentation of referrals to PCRS when appropriate, and case notes documenting client contact and resource and referral follow-up.
- D. CONTRACTOR shall comply with "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services" found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.

EXHIBIT A - Attachment 1

- E. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- F. CONTRACTOR shall track and trend the following:
1. The number of hospital admissions as a ratio of the annual unduplicated caseload.
 2. The number of emergency room visits as a ratio of the annual unduplicated caseload.
 3. CD4 counts and viral load counts as a ratio of the annual unduplicated caseload.
 4. Death rates per year as a percentage of annual unduplicated clients.
- G. CONTRACTOR shall provide the following level of services. One (1) unit of service equals one vendor paid dollar for primary care visit with health care provider or one (1) vendor paid dollar for specialty care visit with health care provider or one (1) vendor paid dollar for lab visit.

Contract Year	Units of Service			Unduplicated Clients
	Primary Care Visit	Specialty Care Visit	Lab Visit	
2007-2008	5,500.00	121.82	302.73	21
2008-2009	4,210.00	100.00	429.32	24
2009-2010	3,300.00		1,049.05	21
2010-2011	4,691.82	109.09	478.18	134
2011-2012	4,691.82	109.09	478.18	134
March – June 2012	1,571.82	36.36	160.00	134

III. OUTCOMES

- A. 100% of client case files will contain properly documented and/or charted on-going medical care.
- B. 95% of clients who remain in care and report opportunistic infections will receive screening and treatment.
- C. 100% of primary care services offered will meet applicable Center for Disease Control (CDC) recommendations and guidelines for the treatment of HIV/AIDS located on the internet at:
<http://www.cdc.gov/hiv/topics/treatment/guidelines.htm>.
- D. 70% of clients will receive a minimum of three primary care visits per year that include a CD4 count, viral load test, or antiretroviral therapy (ART).
- E. 60% of clients on HAART therapy will show improved or stable CD4 and viral load counts.

EXHIBIT A - Attachment 2

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-704 A5

**EXHIBIT A-2, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR**

SCOPE OF SERVICES MEDICAL CASE MANAGEMENT

I. PROGRAM DESCRIPTION

- A. Type of Service: Provision of medical case management services.
- B. Population: HIV+ men, women, children, and transsexuals that reside in the Sacramento TGA as described in Exhibit A, Amendment 5 of this Agreement and qualify for Ryan White CARE Program services.
- C. Goal: The desired outcome of this program is to improve the overall health and well being of persons living with HIV/AIDS (PLWH/A) in the Sacramento TGA by ensuring that all the client's medical and psychosocial concerns are being adequately addressed within a medical case management system.
- D. Length of Treatment: 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 shall be grounds for termination from the program.

II. SERVICES

- A. CONTRACTOR shall evaluate each client's eligibility for CONTRACTOR's medical case management services. Clients who do not meet CONTRACTOR's eligibility criteria for medical case management services will be referred to other providers that can meet their medical case management needs.
- B. 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.
- C. CONTRACTOR'S medical case management services shall be operated in compliance with "SSC 01 Medical Case Management Service Standards for Persons Living with HIV/AIDS", as found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.
- D. Medical case management services shall 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 shall include determining the client's eligibility for Ryan White funded services, completing the Ryan White Intake Form, and providing the client with an orientation to CONTRACTOR's medical case management services. The intake process shall 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 shall be provided with referrals to alternate available Ryan White medical case management agencies and all waiting lists shall be reported to the Service Performance Monitor. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need. CONTRACTOR shall offer to conduct the intake process at the client's home or at a site more accessible for the client when conducting field-based medical case management services.
 - 2. Evaluation and Assessment: During the initial intake process, CONTRACTOR shall perform an assessment of the medical and psychosocial needs of the client using "SSC 01 Medical Case Management Service Standards for Persons Living with HIV/AIDS" found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual* as a guide to determine appropriate services and/or resource referrals.

EXHIBIT A - Attachment 2

- 3. **Care Plan:** During the initial intake process, CONTRACTOR shall conduct a face-to-face interview with the client 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 medical case management sessions with the client will be tailored by the CONTRACTOR to each individual client's needs based upon the results of the assessment and Care Plan. Each Care Plan shall be updated a minimum of once every six months.
- 4. **Information and Referral:** CONTRACTOR shall make referrals to the most appropriate resources to meet needs prioritized in the client's Care Plan. CONTRACTOR shall 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 that 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 shall document and track all service provision to clients through the SEMAS web-based database in order to identify clients who may withdraw from care.
- F. CONTRACTOR shall deliver services according to "SSC 01 Medical Case Management Service Standards for Persons Living with HIV/AIDS" and "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services" found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.
- G. CONTRACTOR shall use best efforts to provide the following medical case management services. One (1) unit of service equals fifteen (15) minutes of field based face-to-face encounter or fifteen (15) minutes of field based other encounter.

Contract Year	Units of Service	Unduplicated Clients
2007-2008	7,600.65	66
2008-2009	6,109.39	150
2009-2010	8,027.58	201
2010-2011	7,785.01	119
2011-2012	7,785.01	119
March – June 2012	2,608.00	119

III. **OUTCOMES**

CONTRACTOR shall use best efforts to achieve the following outcomes:

- A. 100% of clients will have received an assessment of medical and psychosocial needs, which determined appropriate resource referrals.
- B. 100% of clients will have an up-to-date Care Plan that prioritizes the client's needs and identifies goals to meet those needs.
- C. 100% of client case files will contain documentation of assistance provided and properly charted on-going medical care.
- D. 100% of clients will be reassessed at six-month intervals.
- E. 100% of clients who do not have an identified primary care provider at intake will receive a referral to an appropriate physician or clinic.
- F. 70% of unduplicated clients will maintain/achieve their individual care plan objectives as measured over twelve months.
- G. 70% of clients receiving medical case management services will maintain routine medical care at a minimum of three primary care visits per year that include a CD4 count, viral load test, or antiretroviral therapy (ART).

EXHIBIT A - Attachment 3

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT A-3, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR

SCOPE OF SERVICES MENTAL HEALTH TREATMENT SERVICES

I. PROGRAM DESCRIPTION

- A. Type of Service: Provision of the following outpatient mental health services: Crisis intervention sessions, individual evaluation and assessment sessions, and individual counseling sessions.
- B. Population: HIV+ adults and family members, significant others, and caregivers of HIV+ persons that reside in the Sacramento TGA as described in Exhibit A, Amendment 5 of this Agreement and qualify for Ryan White CARE Program services. The primary focus is on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).
- C. Goal: The desired outcome is to maintain HIV+ adults in the lowest level of mental health care possible while improving their ability to enter into and remain in medical care.
- D. Length of Treatment: The length/duration of mental health treatment services shall be determined by the individualized needs of each client and in accordance with his/her Care Plan. 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.

II. SERVICES

- A. 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 with 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).
- B. 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.
- C. 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.
- D. CONTRACTOR shall ensure quality care by providing agency staff with on-going training and supervision.

EXHIBIT A - Attachment 3

- E. CONTRACTOR shall develop a Care Plan for each client which, as evidenced by client chart documentation and internal utilization review:
1. Meets the individualized needs of the referred client.
 2. Addresses the client's presenting issues and mental health diagnosis
 3. Includes client involvement.
- F. CONTRACTOR shall provide appropriate referrals and linkages to other county and community based services for clients who do not meet criteria, that are transitioning out of services, that require services beyond the scope of the CONTRACTOR, or when clinically appropriate
- G. 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.
- H. CONTRACTOR shall provide culturally competent services by:
1. Employing staff that provides multi-cultural representation at 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.
- I. CONTRACTOR shall provide services at hours that are convenient for and acceptable to the referred client.
- J. Mental health treatment services shall include, but not be limited to:
1. Intake Process: CONTRACTOR shall perform an intake process on each client seeking Ryan White funded mental health services. The intake process shall include determining eligibility for Ryan White funded services, completing the Ryan White Intake Form, and providing the client with an orientation to CONTRACTOR's mental health services. The intake process shall 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 shall be provided with referrals to alternate Ryan White mental health service provider and all waiting lists shall be reported to the Service Performance Monitor. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
 2. Service Eligibility for Non-Infected Clients: Non-infected individuals may qualify for CONTRACTOR's mental health services in limited situations, if these services have at least an indirect benefit to a person with HIV infection. CONTRACTOR shall use "SSC 14 Mental Health Services" as amended and found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual* to determine eligibility for non-infected individuals.
 3. Evaluation and Assessment: During the initial intake process, CONTRACTOR shall perform an assessment of medical and psychosocial needs of the client using "SSC 14 Mental Health Services" as amended and found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual* to determine appropriate services and/or resource referrals.
- K. CONTRACTOR shall meet all Ryan White program staffing requirements. Staff clinicians who provide mental health services shall 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 CONTRACTOR. It is understood that clinicians knowledgeable of HIV+ clients will provide mental health services.
- L. CONTRACTOR shall document assessments, client plans, and progress notes, which accurately represent the mental health service provided and client progress.
- M. CONTRACTOR shall comply with "SSC 14 Mental Health Services" and "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services" as amended and found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.

EXHIBIT A - Attachment 4

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT A-4, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR

SCOPE OF SERVICES
SUPPORT SERVICE - MEDICAL TRANSPORTATION

I. PROGRAM DESCRIPTION

- A. Type of Service: Provision of medical transportation services.
- B. Population: Persons living with HIV/AIDS that reside in the Sacramento TGA as described in Exhibit A, Amendment 5 of this Agreement and qualify for Ryan White CARE Program services. The primary focus is 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 medical transportation services to persons living with HIV/AIDS (PLWH/A) in the Sacramento TGA and to improve their ability to enter into and/or remain in primary medical care.

II. SERVICES

- A. CONTRACTOR shall maintain and enhance individual health care by providing medical transportation to PLWH/A in the Sacramento TGA.
- B. CONTRACTOR shall establish and implement policies and procedures to ensure that the referred client receives timely, effective, and quality medical transportation services that meet their individual needs as determined by a Care Plan developed by a Ryan White CARE Program funded case management agency in the Sacramento TGA. Exceptions: Clients receiving volunteer-based transportation services do not require case management participation.
- C. CONTRACTOR shall comply with "SSC 11 Medical Transportation Services" and "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services" found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.
- D. CONTRACTOR shall ensure medical transportation services facilitate access to primary medical care, promote continuity of care, and remove major barriers that prevent PLWH/A from accessing needed primary medical care. It is the intent of these services to improve the quality of life of PLWH/A in the Sacramento TGA.
- E. CONTRACTOR shall perform an intake process for each client meeting eligibility criteria for medical transportation services. The intake process shall include determining eligibility for Ryan White funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the medical transportation services CONTRACTOR provides. The intake process shall be conducted within a maximum of 30 days of initial client contact, unless the CONTRACTOR can no longer accept clients as a result of lack of funding or available staff. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- F. CONTRACTOR shall provide a minimum level of transportation services as follows. Conveyance services provided to a client in order to access medical care or HIV related psychosocial services and medical transportation to basic local, state, and federal entitlement program facility sites within the Sacramento TGA only. Conveyance may be provided through joint-agency arrangement for volunteer-based transportation services, routinely or on an emergency basis via bus passes, or as a last resort, and clearly documented as an immediate need, taxicab services through an appropriate vendor.
- G. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- H. 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).

EXHIBIT A - Attachment 4

- I. CONTRACTOR shall provide the following level of medical transportation services. One (1) unit of service equals one (1) vendor paid transportation dollar.

Contract Year	Units of Service	Unduplicated Clients
2007-2008	1,811.82	15
2008-2009	3,178.18	35
2009-2010	2,714.55	30
2010-2011	3,540.91	42
2011-2012	3,540.91	42
March - June 2012	1,305.42	42

III. OUTCOMES

CONTRACTOR shall use best efforts to achieve the outcomes:

- A. 100% of client case files will contain properly documented and/or charted:
1. Intake process and proof of need.
 2. Signed release of information forms.
 3. Client contact, resource referrals, and case notes.
 4. On-going medical care.
- B. 100% of clients will be reassessed at six-month intervals.
- C. 100% of clients will have an up-to-date Care Plan developed by a Ryan White CARE Program funded medical case management agency in the Sacramento TGA. Exceptions: Clients receiving volunteer-based transportation services do not require case management participation
- D. 100% of clients will be offered an array of transportation service options to overcome barriers to accessing primary medical care contingent upon available funding.
- E. 70% of clients receiving transportation assistance will maintain routine medical care at a minimum of three primary care visits per year that include a CD4 count, viral load test, or antiretroviral therapy (ART).
- F. 75% of clients showing evidence of need for transportation services will receive transportation for HIV/AIDS related care appointments contingent upon available funding.

EXHIBIT A - Attachment 5

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT A-5, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR

SCOPE OF SERVICES EMERGENCY FINANCIAL ASSISTANCE

I. PROGRAM DESCRIPTION

- A. Type of Service: Provision of emergency financial assistance.
- B. Population: Persons living with HIV/AIDS that reside in the Sacramento TGA as described in Exhibit A, Amendment 5 of this Agreement and qualify for Ryan White CARE Program services. The primary focus is on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).
- C. Goal: The desired outcome is to provide basic emergency financial assistance to persons living with HIV/AIDS (PLWH/A) in the Sacramento TGA and to improve their ability to enter into and/or remain in primary medical care.

II. SERVICES

- A. CONTRACTOR shall maintain and enhance individual health care by providing emergency financial assistance to PLWH/A in the Sacramento TGA.
- B. CONTRACTOR shall establish and implement policies and procedures that ensure that the referred client receives timely and effective emergency financial assistance that meets their individual needs as determined by a Care Plan developed by a Ryan White CARE Program funded case management agency in the Sacramento TGA
- C. CONTRACTOR shall ensure emergency financial assistance is designed to promote quality of life and remove major barriers that prevent PLWH/A from accessing needed primary medical care in order to facilitate access to primary medical care and to promote continuity of care.
- D. 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 shall 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 shall be provided with referrals to alternate available Ryan White case management agencies, and all waiting lists shall be reported to the Service Performance Monitor. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- E. CONTRACTOR shall make referrals to the most appropriate resources to meet the needs prioritized in the client's Care Plan, document referrals, and provide follow-up action to ensure that referred services were/are provided.
- F. 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).
- G. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- H. CONTRACTOR shall provide a minimum level of other critical needs as follows. Services developed to meet the needs of clients not listed in other support service categories, such as short-term direct emergency financial assistance for health insurance premiums and other critical needs. Payment on behalf of client shall be made directly to the provider of said assistance or need. Ryan White CARE Program funded clients shall not receive any direct financial assistance payments
- I. CONTRACTOR shall comply with "SSC 04 Support Services", SSC 10 Utilities Assistance", and "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services" found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.

EXHIBIT A - Attachment 6

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A5

EXHIBIT A-6, AMENDMENT 5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION,
hereinafter referred to as "CONTRACTOR

SCOPE OF SERVICES
ORAL HEALTH CARE

I. PROGRAM DESCRIPTION

- A. Type of Service: Provision of oral health care such as diagnostic, prophylactic, and therapeutic services by licensed dentists, dental hygienists, dental assistants, and other appropriately licensed or certified professional practitioners.
- B. Population: People living with HIV/AIDS (PLWH/A) that reside in the Sacramento TGA as described in Exhibit A, Amendment 5 of this Agreement and qualify for Ryan White CARE Program services. The primary focus is on PLWH/A that need improvement in dental health.
- C. Length of Treatment: Length of treatment will be determined based on the diagnostic assessment of the client by a licensed dentist of emergency oral health care required and authorized under the current adopted "Part A - Ryan White HIV Dental Program Operations Manual" attached hereto as Attachment A.

II. SERVICES

- A. CONTRACTOR shall maintain and enhance individual health care by providing oral health care to PLWH/A in the Sacramento TGA.
- B. CONTRACTOR shall establish and implement policies and procedures that ensure referred clients receive timely, effective, and quality oral health care that meets his/her special needs.
- C. 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, 38.3, Evidence Code 1012).
- D. CONTRACTOR shall provide access to oral health care for PLWH/A in the Sacramento TGA. Oral health care shall be limited to the services listed in the "Sacramento TGA Oral Health Care Fee Schedule" attached hereto as Attachment B.
- E. CONTRACTOR shall perform an intake process for each client meeting eligibility criteria for oral health care. The intake process shall include determining eligibility for Ryan White funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the oral health care CONTRACTOR provides. The intake process shall 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 shall be provided with referrals to alternate available Ryan White case management agencies, and all waiting lists shall be reported to the Service Performance Monitor. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- F. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- G. CONTRACTOR shall comply with "SSC 03 Dental Services" and "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services" found in CONTRACTOR's *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.
- H. CONTRACTOR shall conduct a client satisfaction survey to monitor the perception of quality through the consumer's perspective. This survey will be conducted once per contract year according to a schedule determined by the Ryan White CARE Program.

EXHIBIT A - Attachment 6

- 1. CONTRACTOR shall improve client's dental health. The number of clients who receive actual definitive or emergency treatment will be used as an indicator to measure the improvement in dental health. Clients who receive diagnostic services, and who do not return for preventative or restorative services, will not be considered as having an improvement in their dental health. Clients that 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.
- J. CONTRACTOR shall provide the following level of service delivery. One (1) unit of service equals one (1) vendor paid dollar for dental visit.

Contract Year	Units of Service	Unduplicated Clients
2007-2008	2,450.00	2
2008-2009	3,880.00	5
2009-2010	865.45	1
2010-2011	4,323.64	2
2011-2012	4,323.64	2
March - June 2012	1,448.18	2

III. OUTCOMES

CONTRACTOR shall use best efforts to achieve the outcomes:

- A. 100% of on-going clients will be reassessed for financial eligibility at six-month intervals.
- B. 100% of dental client's on-going medical care and dental care will be documented and charted in their case file.
- C. 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.
- D. 70% of dental clients will maintain routine medical care of a minimum of three primary care visits per year that include a CD4 count, viral load test, or antiretroviral therapy (ART).
- E. 60% of clients receiving oral health care will report improved oral health through self-report.

ATTACHMENT A, AMENDMENT 5
PART A – RYAN WHITE HIV DENTAL PROGRAM
OPERATIONS MANUAL

I. CRITERIA FOR DENTAL SERVICES UNDER THE PART A RYAN WHITE PROGRAM

This document is a compilation of criteria which apply to dental services. It is designated to provide assistance to dentists treating beneficiaries, in determining service authorization and payment. These criteria are designated to ensure that program funds are spent on services that are medically necessary and are in substantial compliance with the Ryan White HIV Dental Program Policy, and generally accepted standards of dental practice. However, these criteria are but guidelines with which to apply professional judgment in assuring that dental services are appropriate, necessary and of high quality. Professional judgment shall be applied in the determination of benefits and/or payment on the basis of these reliable and valid criteria, evaluation, and interpretation of diagnostic material. Providers and County consultants have established these criteria to standardize the exercise of professional judgment. However, it should be pointed out that this listing does not establish a requirement that consultants must authorize services which meet the criteria listed.

II. REASONABLE AND NECESSARY CONCEPT

- A. Outpatient dental services which are reasonable and necessary for the diagnosis and treatment of dental disease, injury, or defect are covered.
- B. The underlying principle of whether a service is reasonable and necessary is whether or not the requested service or item is in accord with generally accepted standards of dental practice and is indispensable to the oral health of the beneficiary. Treatment shall be granted or reimbursement made only for covered services appropriate to the present adverse condition which has been approved according to program requirements.

III. EMERGENCY DENTAL SERVICES

- A. Within the scope of dental care benefits under the program, emergency dental services may comprise those diverse professional services required in the event of unforeseen medical conditions such as hemorrhage, infection, or trauma. Emergency service shall conform to acceptable standards within our community. Examples of emergency conditions may include, but are not limited to: High risk-to life or minimally disabling conditions, e.g., painful oral-dental infections, pulpal exposures, and fractured teeth.
- B. Possible emergency dental treatment may include, but is not limited to: antibiotics administrations; prescriptions of analgesics or antibiotics; temporary or permanent filling; pulpal treatment, where sedative holding measures are not effective; biopsy; denture adjustment; treatment of evulsed teeth; control of post-operative bleeding; treatment for acute periodontitis.

IV. DENTIST PARTICIPATION INFORMATION

The fee payable to providers is at the negotiated rate, as stated in the provider's contracted fee schedule, for covered services.

V. PRIOR AUTHORIZATION

- A. Prior authorization by a County representative may be required for dental services including but not limited to endodontic and periodontic treatment, cast partials, castings, dentures, and referrals to outside dental specialty providers (see covered services for specifics).
- B. The cost of hospitalization is not covered. The dental procedures performed during hospitalization will be covered at the same rate specified in the provider's contracted fee schedule. No other hospital related costs are covered.

VI. UNLISTED PROCEDURES (9999)

- A. Complete description of the proposed treatment and the need for service must be documented.
- B. The fee requested must be listed and is subject to review by County representatives.
- C. Non-emergency unlisted procedures require prior authorization.

EXHIBIT A - Attachment 7

VII. COVERED PROCEDURES

A. DIAGNOSTIC

PROCEDURE	DESCRIPTION - DIAGNOSTIC
0110	Examination, initial episode of treatment only. Radiographs are covered when taken in compliance with state and federal regulations for radiation hygiene, and when they fully depict subject teeth and associated structures by standard illumination, and are appropriate to the symptoms and conditions of the patient.
0120	Periodic oral examination limited to any two examinations (0110, 0120, 0130) per contract year.
0210	Intraoral, complete series when medically necessary and in accepted standards of dental practice. Limited to once in a three (3) year period.
0230	Intraoral periapical, each additional film (maximum ten films).
0240	Intraoral, occlusal film.
0272	Bitewings, two films. Limited to once per contract year.
0274	Bitewings, four films. Limited to once per contract year.
0330	Panographic-type film, single film. Limited to once every three (3) years.
0470	Diagnostic casts.

B. PREVENTIVE: Covered only when in conjunction with restorative procedures and limited to two (2) times per contract year.

PROCEDURE	DESCRIPTION - PREVENTIVE
1110	Prophylaxis – adult, limited to two (2) times per contract year.
1120	Prophylaxis – child, limited to two (2) times per contract year.
1201	Topical application of fluoride (including prophylaxis) – child.
1203	Topical application of fluoride (prophylaxis not included) – child.
1204	Topical application of fluoride (including prophylaxis) – adult.
1205	Topical application of fluoride (prophylaxis not included) – adult.
1351	Sealant – per tooth, children only.

C. RESTORATIVE DENTISTRY

- The program provides temporary restoration, amalgam, composite, or plastic restorations for treatment of caries. If the tooth can be restored with such material, any crown or jacket is not covered.
- Laboratory processed crowns are benefits for permanent anterior teeth and permanent posterior teeth once in a five (5) year period.
- When a crown is placed on a posterior molar tooth, porcelain, resin and similar materials are optional. An allowance will be made based on the fee for a full metal crown.
- Authorization may be granted for the lowest cost item or service that meets the patient's medical needs. When acting upon request for approval for laboratory processed crowns, these regulations as well as the overall condition of the mouth, patient's receptivity toward treatment and willingness to comply with maintaining good oral hygiene, oral health status, arch integrity, and prognosis of remaining teeth shall be considered.
- Laboratory processed crowns may be granted where longevity is essential and a lesser service will not suffice, when extensive coronal destruction is radiographically demonstrated and treatment is beyond intercoronal restoration.
- Cast or performed posts are covered for devitalized teeth only.
- Laboratory process crowns on endodontically treated teeth are covered only after satisfactory completion of the root canal therapy.

EXHIBIT A - Attachment 7

PROCEDURE	DESCRIPTION - RESTORATIVE DENTISTRY
2110	Amalgam restoration, primary tooth, one surface.
2110	Amalgam restoration, primary tooth, one surface.
2120	Amalgam restoration primary tooth, two surfaces.
2130	Amalgam restoration, primary tooth, three surfaces.
2131	Amalgam restoration, primary tooth, four or more surfaces.
2140	Amalgam restoration, permanent tooth, one surface.
2150	Amalgam restoration, permanent tooth, two surfaces.
2160	Amalgam restoration, permanent tooth, three surfaces.
2161	Amalgam restoration, permanent tooth, four or more surfaces.
2330	Composite restoration, one surface – anterior tooth.
2331	Composite restoration, two surfaces – anterior tooth.
2332	Composite restoration, three surfaces – anterior tooth.
2335	Composite restoration, four or more surfaces or involving incisal angle – anterior.
2750	Crown, porcelain fused to metal (anterior teeth only).
2790	Crown, full case high noble metal.
2910	Re-cement inlay, facing, pontic.
2920	Re-cement crown.
2930	Crown stainless steel, primary.
2931	Crown stainless steel, permanent.
2950	Core buildup, including any pins.
2951	Pin retention (per pin), maximum three pins per tooth.
2952	Cast post and core, in addition to crown.
2954	Prefabricated post and core, in addition to crown.
2970	Temporary crown or stainless steel band.

D. ENDODONTICS – GENERAL POLICIES

1. Includes those procedures when complete root canal filling on permanent teeth:
 - a) Root canal therapy is a covered benefit, if medically necessary – tooth is non-vital. The prognosis of the affected tooth and other remaining teeth will be evaluated in considering root canal therapy.
 - b) Authorization and payment for root canal treatment includes, but is not limited to, any of the following procedures:
 - (1) Any incision and drainage necessary on relation to the root canal therapy.
 - (2) Vitality test.
 - (3) Radiographs required during treatment.
 - (4) Culture.
 - (5) Medicated treatment.
 - (6) Final filling of canals.
 - (7) Final treatment radiographs.
 - c) Necessary retreatment and postoperative care within a 90-day period is included in the reimbursement fee for the root canal therapy.
 - d) Root canal therapy must be completed prior to payment. Date of service on the claim for payment must reflect the final completion date.

EXHIBIT A - Attachment 7

2. Emergency root canal treatment may be done when any of the following conditions exist and documentation substantiates the need:
 - a) Failure of a palliative treatment to relieve the acute distress of the patient.
 - b) When a tooth has been accidentally evulsed.
 - c) When there has been a fracture of the crown of a tooth exposing the pulpal tissue.
3. The prognosis of the affected tooth, other remaining teeth, and the type of restorations allowable will be evaluated in considering requested root canal therapy.
4. Extraction may be suggested for a tooth with a fractured root, external or internal resorption, or one that is easily replaced by addition to an existing removable dental appliance.

PROCEDURE	DESCRIPTION - ENDODONTICS
3110	Pulp cap – direct (excluding final restoration).
3120	Pulp cap – indirect (excluding final restoration).
3220	Therapeutic pulpotomy (excluding final restoration).
3310	Anterior root canal therapy (excluding final restoration).
3320	Bicuspid root canal therapy (excluding final restoration).
3330	Molar root canal therapy (excluding final restoration).
3410	Apicoectomy (separate surgical procedure) per tooth: This procedure when there is severe apical curvature, blockage of the canal by calcific deposits, dentinal shavings or pulp chamber debris, and when a canal wall has been perforated or “shelved” during canal enlargement.

E. PERIODONTICS

General Policies: Accepted dental practice indicates that periodontal treatment should use therapeutic measures on an ordered schedule limited to the direct, least invasive measures necessary to achieve the result.

PROCEDURE	DESCRIPTION - PERIODONTICS
4210	Gingivectomy or gingivoplasty – per quadrant.
4211	Gingivectomy or gingivoplasty, treatment per tooth (fewer than six teeth): May be authorized when an isolated pocket has not responded to conservative treatment.
4220	Gingival curettage, surgical, per quadrant, by report.
4240	Gingival flap procedure, including root planning – per quadrant.
4341	Subgingival curettage and root planning, per treatment: Root planing includes the removal of calculus deposits on the tooth and root, the smoothing of the root and surface; subgingival curettage – the removal of granulation tissue and pocket lining epithelium. Treatment is limited to those areas requiring immediate attention.
4910	Periodontal maintenance procedures (following active therapy).

F. PROSTHETICS - REMOVABLE

1. Full dentures are covered when medically necessary using standard procedures which exclude precision attachments, implants or other specialized techniques. These services are covered only once in a five year period
 - a) Prevent a significant disability.
 - b) Replace a covered removable dental prosthesis which has been lost or destroyed due to circumstances beyond the beneficiary's control.
2. Request for the extraction of all remaining teeth in preparation for complete immediate dentures and the immediate full dentures following full mouth extractions (both anterior and posterior) is a covered benefit.

EXHIBIT A - Attachment 7

3. Construction of new dentures shall not be authorized if conditions including but not limited to the following exist:
 - a) It would be impossible or highly improbable for a beneficiary to adjust to a new prosthetic appliance. This is particularly applicable in those cases where the patient has been without dentures for an extended period of time or where the beneficiary may exhibit a poor adaptability due to psychological and/or motor deficiencies.
 - b) The dental history shows that any or all dentures made in recent years have been unsatisfactory for reasons that are not remediable (psychological).
 - c) Repair, relining, or reconstruction of the recipient's present denture will make it serviceable.
 - d) The denture, in the patient's opinion only, is loose or ill-fitting but is recently enough constructed to indicate deficiencies limited to those inherent in all dentures.
 - e) Where the request for the denture(s) is primarily cosmetic, the authorization shall be denied.
 - f) The patient has been without dentures for at least five (5) years and is currently functioning without dentures.
4. Immediate dentures may be authorized when conditions including but not limited to the following exist:
 - a) Extensive or rampant caries are exhibited.
 - b) Severe periodontal involvement is indicated.
 - (1) When the clinical exam shows excessive mobility and severe gingivitis.
 - (2) When tooth mobility is not grossly evident and when the gingival tissues are not severely involved, consideration should be given to a more conservative treatment and denture request denied.
 - c) Numerous teeth are missing and masticating ability has been diminished.
 - (1) Where there is not capability of any posterior occlusion with existing dentition.
 - (2) When a functional, although minimal, occlusion exists, the urgent need for prosthesis should be carefully evaluated.
5. Requests for replacement dentures shall include adequate supportive documentation and shall be preauthorized. Replacement dentures may be authorized more often than once in a five (5) year period when:
 - a) Catastrophic loss of denture.
 - b) Surgical or traumatic loss of oral-facial anatomic structures.
 - c) Replacement of existing dentures.
 - (1) When there has been a complete deterioration of the denture base or teeth.
 - (2) When there has been a complete loss of retentive ability, vertical dimension, or balanced occlusion of existing dentures.
6. Requests for dentures for the long-standing edentulous patient will be denied.
7. A removable Partial denture is covered when necessary for the replacement of anterior teeth only.
8. A covered removable partial denture may be authorized only once in a five (5) year period except to:
 - (1) Prevent a significant disability.
 - (2) Replace a covered removable dental prosthesis which has been lost or destroyed due to circumstances beyond the beneficiary's control.

PROCEDURE	DESCRIPTION - PROSTHETICS - REMOVABLE
5110	Complete denture - maxillary.
5120	Complete denture - mandibular.
5130	Immediate denture - maxillary.
5140	Immediate denture - mandibular.
5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth).
5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth).

EXHIBIT A - Attachment 7

6940	Stress breaker.
6970	Cast post and core in addition to bridge crown (endodontically treated tooth).
6971	Cast post as part of bridge crown.
6972	Prefabricated post and core in addition to bridge crown (endodontically treated tooth).
6980	Repair fixed bridge.
6999	Unspecified fixed prosthodontic procedure, by report.

H. ORAL SURGERY

EXTRACTIONS – GENERAL POLICIES

1. Diagnostic x-rays fully depicting subject tooth (teeth) are usually required for all intraoral surgical procedures. (See specific procedure code for details)
2. The extraction of asymptomatic teeth is not a benefit.
3. The following instances may be justified as being symptomatic:
 - a) Teeth which are involved with a cyst, tumor, or neoplasm.
 - b) The extraction of all remaining teeth in preparation for a full prosthesis.
 - c) A malaligned tooth that causes intermittent gingival inflammation.
 - d) Perceptible radiologic pathology that fails to elicit symptoms.
4. By report procedures may be used when the provider has encountered unforeseen complications which are not usually considered normal to the particular procedure listed.

PROCEDURE	DESCRIPTION – ORAL SURGERY
7110	Removal of erupted tooth, uncomplicated, first tooth
7120	Removal of erupted tooth (teeth), uncomplicated, each additional tooth.
7130	Removal of root or root tip.
7210	Removal of erupted tooth, surgical.
7220	Removal of impacted tooth – soft tissue: Removal of any permanent tooth by the open method which may or may not include removal of bone in those cases where the major portion of all of the crown of the tooth was covered by mucogingival tissue and not alveolar bone.
7230	Removal of impacted tooth – partially bony.
7240	Removal of impacted tooth – totally bony: Removal of any tooth by the open method where it is necessary to expose any portion of the crown of the tooth by removal of alveolar bone.
7250	Surgical removal of residual tooth roots (cutting procedure).
7285	Biopsy and pathology reports of oral tissue – hard: Refer to oral surgeon.
7286	Biopsy and pathology reports of oral tissue – soft: Refer to oral surgeon.
7310	Alveolectomy (Alveoloplasty): Is a collective term for the operation by which the shape and condition of the alveolar process is improved for preservation of the residual bone.
7430	Excision of benign tumor – lesion diameter up to 1.25 cm.
7431	Excision of benign tumor – lesion diameter greater than 1.25 cm.
7440	Excision of malignant tumor – lesion diameter up to 1.25 cm.
7441	Excision of malignant tumor – lesion diameter greater than 1.25 cm.
7465	Destruction of lesion(s) by physical or chemical methods, by report.
7510	Incision and drainage of abscess, intraoral soft tissue.
7520	Incision and drainage of abscess, extraoral soft tissue.
7550	Sequestrectomy for osteomyelitis or bone abscess, superficial.

EXHIBIT A - Attachment 7

7970	Excision of hyperplastic tissue, per arch: A benefit when inflammatory hyperplastic tissue interferes with normal use of function of a prosthetic appliance.
7971	Excision pericoronary gingiva, operculectomy.

I. ADJUNCTIVE GENERAL SERVICES

1. Must be pre-authorized. Claim must be accompanied by documentation from primary care physician as to the medical necessity.
2. General anesthesia as used for dental pain control means the elimination of all sensation accompanied by a state of unconsciousness.
3. Office (outpatient) general anesthesia may be payable when the provider indicates local anesthesia is contraindicated.

PROCEDURE	DESCRIPTION – ADJUNCTIVE GENERAL SERVICES
9110	Emergency treatment, palliative, per visit.
9220	General anesthesia – first thirty (30) minutes.
9221	General anesthesia – each additional 15 minutes.
9430	Office visit during regular office hours for treatment and/or observation of teeth and supporting structures.
9440	Professional visit after regular office hours or to bedside.
9930	Post-operative visit, complications (post surgical e.g., osteitis).
9940	Occlusal guard, by report.
9951	Occlusal adjustment – limited.
9952	Occlusal adjustment – complete.

J. UNLISTED PROCEDURES

PROCEDURE	DESCRIPTION – UNLISTED PROCEDURES
9999	Unlisted procedures; requires definition and requires prior authorization by County for non-emergency procedures.

VIII. NOT COVERED PROCEDURES

The following are not benefits under the program:

A. DIAGNOSTIC and PREVENTIVE

Preventive control program, including fissure sealant, prophylactic fillings, oral hygiene instruction, dietary instruction and prophylaxis when not in conjunction with restorative treatment. (Prophy's can be obtained at Sacramento City College Dental Hygiene Department).

B. ORAL SURGERY

1. Experimental procedures.
2. Asymptomatic extractions.
3. Surgical correction of the maxilla and mandible by grafts for denture retention.
4. Surgical treatment of temporomandibular joint disturbances.
5. Surgical treatment of prognathism or retrognathism.
6. Surgical treatment to correct congenital or developmental malformation.

C. PRESCRIBED DRUGS – Reimbursement for prescription drugs is not covered unless there is no other payor source and is limited to only those drugs that are currently prescribed by the dental community for dental related needs.

EXHIBIT A - Attachment 7

D. ORTHODONTIC SERVICES

E. RESTORATIVE DENTISTRY

1. Full mouth reconstruction procedure.
2. Cosmetic procedure and restorations (other than those for replacement of structure loss from caries) that are necessary to alter, restore or maintain occlusion. These include:
 - a) Increasing vertical dimension.
 - b) Replacing or stabilizing tooth structure loss by attrition.
 - c) Realignment of teeth.
 - d) Periodontal splinting.
 - e) Gnathologic recordings.
 - f) Equilibration.
 - g) Surgical treatment of disturbances of temporomandibular joint.
 - h) Services for the surgical treatment of prognathism or retrognathism.
 - i) Treatment of incipient or non-active caries as demonstrated radiographically.

F. PROSTHETICS

1. The program provides for replacement of missing teeth with full dentures or partials using standard procedures, when "medically necessary" by the dentist. A service is "medically necessary" or is a "medical necessity" when it is reasonable to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
2. Medically necessary dentures or partials must be preauthorized and are limited to once in a five (5) year period, unless rendered totally unfunctionable and not repairable.
3. Treatment involving the following is not covered:
 - a) Specialized techniques
 - b) Precious metal for removable appliances
 - c) Overlays, implants and associated appliances
 - d) Personalization or characterization

EXHIBIT A - Attachment 7

COUNTY OF SACRAMENTO		COST REIMBURSEMENT AGREEMENT NO. 7275-07/12-709 A	
ATTACHMENT B, AMENDMENT 5			
Sacramento TGA Oral Health Care Fee Schedule			
Rate = \$115 Per Unit of Service			
FY 2007 - FY 2012			
CODE	DESCRIPTION	Units of Service	FEE
00110	Initial oral examination	0.4	\$46.00
00120	Periodic oral examination	0.3	\$34.50
00210	Intraoral-complete series (including bitewings)	0.7	\$80.50
00220	Intraoral-periapical-first film	0.2	\$23.00
00230	Intraoral-periapical-each additional film	0.1	\$11.50
00240	Intraoral-occlusal film	0.3	\$34.50
00270	Bitewing-single film	0.2	\$23.00
00272	Bitewing-two films	0.3	\$34.50
00274	Bitewing-four films	0.4	\$46.00
00330	Panoramic film	0.6	\$69.00
00470	Diagnostic casts	0.6	\$69.00
01110	Prophylaxis-adult	0.6	\$69.00
01120	Prophylaxis-child	0.5	\$57.50
01201	Topical application of fluoride (including prophylaxis)-child	0.6	\$69.00
01203	Topical application of fluoride (prophylaxis not included)-child	0.2	\$23.00
01204	Topical application of fluoride (prophylaxis not included)-adult	0.3	\$34.50
01205	Topical application of fluoride (including prophylaxis)-adult	0.7	\$80.50
01351	Sealant-per tooth	0.3	\$34.50
02110	Amalgam-one surface, primary	0.6	\$69.00
02120	Amalgam-two surfaces, primary	0.7	\$80.50
02130	Amalgam-three surfaces, primary	0.9	\$103.50
02131	Amalgam-four or more surfaces, primary	1.0	\$115.00
02140	Amalgam-one surface, permanent	0.7	\$80.50
02150	Amalgam-two surfaces, permanent	0.9	\$103.50
02160	Amalgam-three surfaces, permanent	1.0	\$115.00
02161	Amalgam-four or more surfaces, permanent	1.2	\$138.00
02330	Resin-one surface, anterior	0.9	\$103.50
02331	Resin-two surfaces, anterior	1.0	\$115.00
02332	Resin-three surfaces, anterior	1.2	\$138.00
02335	Resin-four or more surfaces or involving incisal angle (anterior)	1.7	\$195.50
02750	Crown-porcelain fused to high noble metal	7.8	\$897.00
02751	Crown-porcelain fused to predominantly base metal	6.7	\$770.50
02752	Crown-porcelain fused to noble metal	7.1	\$816.50
02790	Crown-full cast high noble metal	7.0	\$805.00
02791	Crown-full cast predominantly base metal	6.1	\$701.50

EXHIBIT A - Attachment 7

ATTACHMENT B, AMENDMENT 5			
Sacramento TGA Oral Health Care Fee Schedule			
Rate = \$115 Per Unit of Service			
FY 2007 - FY 2012			
CODE	DESCRIPTION	Units of Service	FEE
05520	Replace missing or broken teeth-complete denture (each tooth)	0.9	\$103.50
05610	Repair resin denture base	1.0	\$115.00
05620	Repair cast framework	1.5	\$172.50
05630	Repair or replace broken clasp	1.5	\$172.50
05640	Replace broken teeth-per tooth	0.9	\$103.50
05650	Add tooth to existing partial denture	1.4	\$161.00
05660	Add clasp to existing partial denture	1.8	\$207.00
05710	Rebase complete maxillary denture	3.4	\$391.00
05711	Rebase complete mandibular denture	3.4	\$391.00
05720	Rebase maxillary partial denture	3.4	\$391.00
05721	Rebase mandibular partial denture	3.5	\$402.50
05730	Reline complete maxillary denture (chairside)	1.7	\$195.50
05731	Reline complete mandibular denture (chairside)	1.7	\$195.50
05740	Reline maxillary partial denture (chairside)	1.7	\$195.50
05741	Reline mandibular partial denture (chairside)	1.7	\$195.50
05750	Reline complete maxillary denture (laboratory)	2.6	\$299.00
05751	Reline complete mandibular denture (laboratory)	2.5	\$287.50
05760	Reline maxillary partial denture (laboratory)	2.5	\$287.50
05761	Reline mandibular partial denture (laboratory)	2.5	\$287.50
05810	Interim complete denture (maxillary)	4.3	\$494.50
05811	Interim complete denture (mandibular)	4.3	\$494.50
05820	Interim partial denture (maxillary)	3.7	\$425.50
05821	Interim partial denture (mandibular)	3.7	\$425.50
05850	Tissue conditioning (maxillary)	1.0	\$115.00
05851	Tissue conditioning (mandibular)	1.0	\$115.00
06210	Pontic-cast high noble metal	7.0	\$805.00
06211	Pontic-cast predominantly base metal	6.1	\$701.50
06212	Pontic-cast noble metal	6.7	\$770.50
06240	Pontic-porcelain fused to high noble metal	7.9	\$908.50
06241	Pontic-porcelain fused to predominantly base metal	6.7	\$770.50
06242	Pontic-porcelain fused to noble metal	7.0	\$805.00
06750	Crown-porcelain fused to high noble metal	7.9	\$908.50
06751	Crown-porcelain fused to predominantly base metal	6.6	\$759.00
06752	Crown-porcelain fused to noble metal	7.0	\$805.00
06790	Crown-full cast high noble metal	7.1	\$816.50
06791	Crown-full cast predominantly base metal	6.3	\$724.50
06792	Crown-full cast noble metal	7.0	\$805.00

EXHIBIT A - Attachment 7

ATTACHMENT B, AMENDMENT 5			
Sacramento TGA Oral Health Care Fee Schedule			
Rate = \$115 Per Unit of Service			
FY 2007 - FY 2012			
CODE	DESCRIPTION	Units of Service	FEE
06930	Recement fixed partial denture	1.0	\$115.00
06940	Stress breaker	2.6	\$299.00
06970	Cast post and core in addition to fixed partial denture retainer	2.9	\$333.50
06971	Cast post and core as part of a fixed partial denture retainer	2.9	\$333.50
06972	Prefabricated post and core in addition to fixed partial denture retainer	2.3	\$264.50
06973	Core build up for retainer, including any pins	1.8	\$207.00
06980	Fixed partial denture repair, by report	5.5	\$632.50
07110	Single tooth extraction	0.8	\$92.00
07120	Each additional tooth extraction	0.8	\$92.00
07130	Root removal-exposed roots	1.0	\$115.00
07210	Surgical removal of erupted tooth requiring elevation of flap and/or removal of bone	1.3	\$149.50
07220	Removal of impacted tooth-soft tissue	1.5	\$172.50
07230	Removal of impacted tooth-partial bony	2.0	\$230.00
07240	Removal of impacted tooth-complete bony	3.0	\$345.00
07250	Surgical removal of residual tooth roots (cutting procedure)	1.4	\$161.00
07285	Biopsy of oral tissue-hard	2.0	\$230.00
07286	Biopsy of oral tissue-soft	1.5	\$172.50
07310	Alveoloplasty in conjunction with extractions-per quadrant	1.3	\$149.50
07311	Alveoloplasty not in conjunction with extractions-per quadrant	1.3	\$149.50
07430	Excision of benign tumor-lesion diameter up to 1.25 cm	1.4	\$161.00
07431	Excision of benign tumor-lesion diameter greater than 1.25 cm	2.0	\$230.00
07440	Excision of malignant tumor-lesion diameter up to 1.25 cm	2.9	\$333.50
07441	Excision of malignant tumor-lesion diameter greater than 1.25 cm	4.8	\$552.00
07465	Destruction of lesion(s) by physical or chemical methods, by report	2.3	\$264.50
07510	Incision and drainage of abscess-intraoral soft tissue	0.8	\$92.00
07520	Incision and drainage of abscess-extraoral soft tissue	2.1	\$241.50
07550	Sequestrectomy for osteomyelitis	2.9	\$333.50
07970	Excision of hyperplastic tissue-per arch	2.3	\$264.50
07971	Excision of pericoronal gingiva	0.9	\$103.50
09110	Palliative (emergency) treatment of dental pain-minor procedure	0.7	\$80.50
09430	Office visit for observation (during office hours, no other service performed)	0.4	\$46.00
09440	Office visit after regularly scheduled hours	1.0	\$115.00
09930	Treatment of complication (post surgical) unusual circumstances, by report	0.4	\$46.00
09940	Occlusal guard, by report	3.8	\$437.00
09951	Occlusal adjustment-limited	1.0	\$115.00
09952	Occlusal adjustment-complete	3.8	\$437.00
09999	Unspecified adjunctive procedure, by report		\$0.00

Exhibit B
 Budget Summary
 Ryan White CARE Act
 Sierra Foothills AIDS Foundation
 March 1, 2011 through December 31, 2011

	Maximum Allowed
	3/1/11 through 12/31/2011
<u>Personnel:</u>	
Executive Director (.3 FTE)	\$15,000.00
Case Manager: (1.0 FTE)	32,916.67
Bookkeeper: (.39 FTE)	13,000.00
Case Aid/Administrative Assistant: (.20 FTE)	5,113.33
Subtotal Personnel:	\$66,030.00
Benefits:	16,507.50
Total Personnel Costs:	\$82,537.50
 <u>Operating Expenses:</u>	
Rent & Utilities	\$10,666.67
Communications	5,416.67
Travel	6,000.00
Office Supplies	2,474.38
Postage & Photocopying	1,041.67
Insurance	875.00
Computer/Office Equipment & Maintenance	729.17
Staff Volunteer Training/Development	354.17
Audit Fee	2,666.67
Total Operating Costs	\$30,224.40
Total Case Management Costs	\$112,761.90
 <u>Client Financial Aid</u>	
Ambulatory Medical Care	\$2,651.52
Oral Health Care	946.97
Mental Health / Counseling	1,062.88
Transportation	3,496.97
Emergency Financial Assistance	3,787.88
Total Client Financial Aid	\$11,946.22
TOTAL Sierra Foothills AIDS Foundation CARE Act Budget:	\$124,708.12

Exhibit B
 Budget Narrative
 Ryan White CARE Act
 Sierra Foothills AIDS Foundation
 March 1, 2011 through December 31, 2011

Case Management Services (Includes both office-based and field-based services) \$112,761.90

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 (.3 FTE) 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.	\$15,000.00
Case Manager: (1.0 FTE) Provides comprehensive case management services including intake and assessment, development of service plan, service plan monitoring, information and referral and benefits counseling.	\$32,916.67
Bookkeeper: (.39 FTE) Responsible for accounts payable and receivable, invoicing, payroll and data entry.	\$13,000.00
Case Aid/Administrative Assistant: (.2 FTE) Responsible for non professional assistance in carrying out tasks of case management services, clerical support, data entry, reception.	\$5,113.33
Subtotal Personnel:	\$66,030.00
Benefits:	\$16,507.50
Total Personnel Costs:	\$82,537.50

Operating Expenses:

<u>Rent & Utilities</u> Office space and utilities needed to provide for service and administrative needs.	\$10,666.67
<u>Communications</u> Phone, Internet, Fax services needed to provide for service needs.	\$5,416.67
<u>Travel</u> Mileage and related travel costs of providing services and as needed to meet administrative needs.	\$6,000.00

Budget Narrative, Cont.

<u>Office Supplies</u>	\$2,474.38
Consumable supplies needed to provide for services and administrative needs	
<u>Postage & Photocopying</u>	\$1,041.67
Postage and photocopying costs needed to provide for services and administrative needs	
<u>Insurance</u>	\$875.00
Insurance required as per contract.	
<u>Computer/Office Equipment & Maintenance</u>	\$729.17
Maintenance and replacement of equipment as needed to provide for services and administrative needs	
<u>Staff Volunteer Training/Development</u>	\$354.17
Staff development and training costs as needed to maintain professional competency.	
<u>Audit Fee</u>	\$2,666.67
Audit as required per contract.	
Total Operating Costs	\$30,224.40
Ambulatory Care	\$2,651.52
Services funded under this category include the provision of professional, diagnostic, and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient, community-based and/or office-based facility that is appropriately licensed to provide such services. These services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, documenting medical history, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery and assisting in surgery, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care. Primary Medical Care for the Treatment of HIV Infection includes provisions of care that is consistent with Public Health Service Guidelines. Such care must include access to antiretrovirals and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.	
Emergency Financial Assistance	\$3,787.88
(Includes Food Vouchers, Other Critical Need and Medications)	
Direct emergency financial assistance for food vouchers and provision of medications not covered by the AIDS Drug Assistance Program (ADAP) or any other payer source as prescribed by the primary care physician or psychiatrist of an HIV/AIDS client for conditions (HIV/AIDS, related or not) which negatively impact the client's health and well-being	

Budget Narrative, Cont.

Mental Health Services	\$1,062.88
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	\$946.97
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	\$3,496.97
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	\$11,946.22
<hr/>	
Total Budget for Sierra Foothills AIDS Foundation	\$124,708.12
<hr/>	

EXHIBIT C
Ryan White CARE Act
Sierra Foothills AIDS Foundation
Units of Service Summary
March 1, 2011 through December 31, 2011

SERVICE PRIORITY	Service Code	Units of Service Description	Estimated Quantity		Unit Cost	Total Funding Available
			# of UDC	# of Units		
Ambulatory Medical Care	01008	Primary care visit w/HCP	20	2162.10	1 unit = 1 vendor paid dollar	\$2,162.10
	01009	Specialty care visit w/HCP	1	90.90	1 unit = 1 vendor paid dollar	\$90.90
	010010	Laboratory services	2	398.52	1 unit = 1 vendor paid dollar	\$398.52
Case Management	14020	1 15 minute field based face to face encounter	35	6057.60	1 unit = a 15 minute encounter	\$96,853.14
	14021	1 15 minute field based other encounter	35	995.00	1 unit = a 15 minute encounter	\$15,908.76
Oral Care	02002	1 dental care visit	3	946.97	1 unit = 1 vendor paid dollar	\$946.97
Mental Health/Counseling	03045	Adult individual-psychological	2	1062.88	1 unit = 1 vendor paid encounter	\$1,062.88
Transportation	11025	Client/family transportation	33	3496.97	1 unit = 1 vendor paid dollar	\$3,496.97
Other Critical Need	11029	Emergency Financial Assistance	30	3787.88	1 unit = 1 vendor paid dollar	\$3,787.88
TOTAL EXPENDITURE						\$124,708.12