

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2012, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and COUNTY OF EL DORADO, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act provides funding to Eligible Metropolitan Grant Areas or Transitional Grant Areas that have been severely affected by the HIV/AIDS epidemic; and

WHEREAS, the designated grantee for the Ryan White CARE Act Part A funds for the Sacramento County Transitional Grant Area (TGA) is the COUNTY; and

WHEREAS, the Ryan White CARE Act funding provides for the development of, and support for, a continuum of services for persons with HIV/AIDS; and

WHEREAS, COUNTY desires to extend certain services to the residents of the County of El Dorado by contracting with CONTRACTOR; and CONTRACTOR is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Director of the Department of Health and Human Services, or her designee, is authorized to enter into this AGREEMENT with CONTRACTOR pursuant to Sacramento County Resolution No. 2012-0477, approved June 19, 2012; and

WHEREAS, this Agreement is part of a pooled contract authority; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Director of the Department of Health and Human Services, or her designee, has authority to amend the Agreement for non-monetary changes, to assign, to terminate, or to extend the term of the contract, and to amend the pooled authority Agreements by no more than twenty percent of the pooled contract authority; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2015.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Health & Human Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

TO CONTRACTOR

County of El Dorado
3057 Briw Road, Ste. A
Placerville, CA 95667
Attn: Contracts Unit

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment,

including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. 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, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

XVII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the tenth (10th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the 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.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of COUNTY, Department of Health and Human Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. 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.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXVIII. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XXXIX. LIMITED ENGLISH PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall:

- A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
- B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
- E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
- F. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
- G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
- H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.
- I. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

XL. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

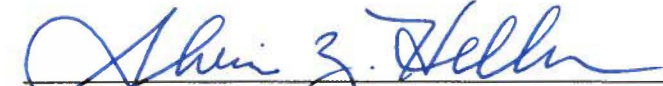
If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, G and Attachments A and B attached hereto are part of this Agreement and are incorporated herein by reference.

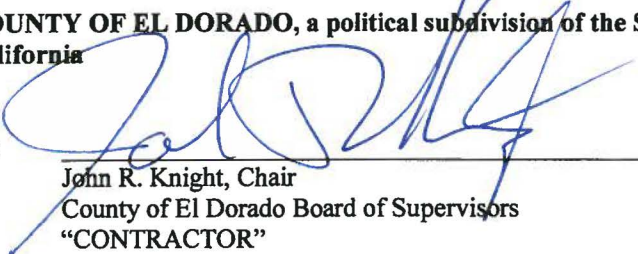
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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

By: 
 Tracy L. Bennett, Acting Director
 Department of Health and Human Services, "COUNTY"
 Approval delegated pursuant to Sacramento County
 Code Section 2.61.012 (h)

Date: 1-4-13

COUNTY OF EL DORADO, a political subdivision of the State of California

By: 
 John R. Knight, Chair
 County of El Dorado Board of Supervisors
 "CONTRACTOR"

Date: 8/21/12

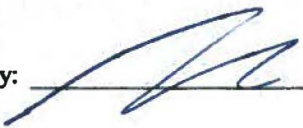
94-6000511
 Contractor's Social Security or Employer's Tax Identification Number

Attest:
 Terri Daly, Acting
 Clerk of the Board of Supervisors


 Deputy Clerk

Date: 8/21/12

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By:  _____ Date: 10-5-12

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR**

SPECIAL PROVISIONS

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

I. SERVICE LOCATION

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, RN, MN, PHN, Community Public Health Nursing Manager
Organization: County of El Dorado Health and Human Services Agency – Public Health Division
Street Address: 931 Spring Street, Suite 377
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.
 - 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*.
- C. CONTRACTOR shall establish, maintain, and document referral relationships with entities in the TGA that provide HIV testing in order to facilitate rapid referral of and access to care for individuals testing positive for HIV as required by HRSA guidelines.

**EXHIBIT A-1 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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 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

CONTRACTOR shall:

- A. 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.
- B. Perform an intake process for each client meeting eligibility criteria for Ryan White services and shall reassess each client's eligibility for Ryan White funds every six months as required by HRSA. 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 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 agencies if alternatives exist, and all waiting lists shall be reported to the Service Performance Monitor at the mandatory Service Provider Caucus meetings. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- C. 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>.

- D. 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.
- E. 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*.
- F. Document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- G. 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.

III. OUTCOMES

CONTRACTOR shall use best efforts to achieve the 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-2 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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 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

CONTRACTOR shall:

- A. Provide medical case management services that include but are not 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.
- B. 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.
- C. Provide medical case management services that are 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. Perform an intake process for each client meeting eligibility criteria for Ryan White services and shall reassess each client's eligibility for Ryan White funds every six months as required by HRSA. 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 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 agencies if alternatives exist, and all waiting lists shall be reported to the Service Performance Monitor at the mandatory Service Provider Caucus meetings. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- E. 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.
- F. Perform an assessment, during the initial intake process, 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.

- G. Conduct a face-to-face interview, during the initial intake process, 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.
- H. Make referrals to the most appropriate resources to meet needs prioritized in the client's Care Plan.
- I. Document referrals and provide follow-up action to ensure that services are provided.
- J. 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.
- K. Document and track all service provision to clients through the SEMAS web-based database in order to identify clients who may withdraw from care.
- L. 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*.

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 for eligibility for Ryan White funds at six-month intervals, as required by HRSA.
- 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-3 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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 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

CONTRACTOR shall:

- A. Provide individualized therapeutic interventions including crisis intervention sessions, individual evaluation and assessment sessions, and individual counseling sessions that address the presenting problem and mental health diagnosis of the referred client as evidenced by client chart documentation and internal utilization review.
- B. 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).
- C. 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. Ensure quality care by providing agency staff with on-going training and supervision.

- E. 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. 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. 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. 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. 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:
- K. Perform an intake process for each client meeting eligibility criteria for Ryan White services and shall reassess each client's eligibility for Ryan White funds every six months as required by HRSA. 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 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 agencies if alternatives exist, and all waiting lists shall be reported to the Service Performance Monitor at the mandatory Service Provider Caucus meetings. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- L. Provide mental health treatment services to eligible non-infected individuals. 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.
- M. 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.
- N. Perform an assessment, during the initial intake process, 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.
- O. 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.
- P. Document assessments, client plans, and progress notes, which accurately represent the mental health service provided and client progress.
- Q. 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*.

- R. Document and track all service provision to clients through the SEMAS web-based database in order to identify clients who may withdraw from care.

III. OUTCOMES

CONTRACTOR shall use best efforts to achieve the following outcomes:

- A. 100% of clients will be reassessed for eligibility for Ryan White funds at six-month intervals, as required by HRSA.
- B. 100% of clients will complete a pre-survey prior to or on their first mental health appointment with the CONTRACTOR or if the person is a continuing client they will complete a pre-survey on their first appointment of each C.A.R.E. Program year commencing March 1.
- C. 100% of clients will complete a post-survey at the time they complete treatment with the CONTRACTOR or if they are long-term ongoing clients, annually at the end of each C.A.R.E. Program year on February 28 or at the time they complete treatment with the CONTRACTOR, whichever event comes first.
- D. 100% of client survey responses will be reported to the Service Performance Monitor.
- E. 100% of clients who do not have an identified primary care provider at the time of intake will receive a referral and access an appropriate physician or clinic during the contract year.
- F. 60% of HIV+ clients who receive mental health services will report increased functionality within 90 days of start of treatment.

**EXHIBIT A-4 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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 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

CONTRACTOR shall:

- A. Maintain and enhance individual health care by providing medical transportation services to PLWH/A in the Sacramento TGA.
- B. 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. Comply with "SSC 11 Medical Transportation Services" and "SSC 05 Eligibility & Fees for Ryan White Part A and S.A.M. Services," available at the following website:
http://www.sacramento-tga.com/uploads/3/8/1/0/3810919/section_11_-_service_standards_-_quality_advisory_committee.pdf
- D. 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. Perform an intake process for each client meeting eligibility criteria for Ryan White services and shall reassess each client's eligibility for Ryan White funds every six months as required by HRSA. 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 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 agencies if alternatives exist, and all waiting lists shall be reported to the Service Performance Monitor at the mandatory Service Provider Caucus meetings. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- F. 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. Document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- H. Document all other resources available to client and other private and community resources attempted and/or accessed prior to using Ryan White funds (i.e. payer of last resort).

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 for eligibility for Ryan White funds at six-month intervals, as required by HRSA.
- 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-5 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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 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

CONTRACTOR shall:

- A. Maintain and enhance individual health care by providing emergency financial assistance to PLWH/A in the Sacramento TGA.
- B. 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. 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. Perform an intake process for each client meeting eligibility criteria for Ryan White services and shall reassess each client's eligibility for Ryan White funds every six months as required by HRSA. 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 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 agencies if alternatives exist, and all waiting lists shall be reported to the Service Performance Monitor at the mandatory Service Provider Caucus meetings. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- E. 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. Document all other resources available to client and other private and community resources attempted and/or accessed prior to using Ryan White funds (i.e. payer of last resort).
- G. Document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- H. 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. 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*.

III. OUTCOMES

CONTRACTOR shall use best efforts to achieve the following outcomes:

- A. 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.
- B. 100% of clients will be offered emergency financial assistance to overcome barriers to accessing primary medical care contingent upon available funding.
- C. 100% of clients will be reassessed for eligibility for Ryan White funds at six-month intervals, as required by HRSA.
- D. 100% of client case files will contain properly documented and/or charted:
 1. Intake process and proof of need (e.g. copy of utility/telephone cut-off notice/bill, vendor invoice, etc.) and receipts for vendor paid services (rental agreement, lease, etc.),
 2. Signed release of information forms.
 3. Client contact, resource referrals, and case notes.
 4. On-going medical care.
- E. 70% of emergency financial assistance clients 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-6 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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 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

CONTRACTOR shall:

- A. Maintain and enhance individual health care by providing oral health care to PLWH/A in the Sacramento TGA.
- B. 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. 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. 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. Perform an intake process for each client meeting eligibility criteria for Ryan White services and shall reassess each client's eligibility for Ryan White funds every six months as required by HRSA. 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 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 agencies if alternatives exist, and all waiting lists shall be reported to the Service Performance Monitor at the mandatory Service Provider Caucus meetings. Once funding or staff becomes available, clients placed on the waiting list shall be seen in order of need.
- F. Document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
- G. 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. 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.

- I. 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.

III. OUTCOMES

CONTRACTOR shall use best efforts to achieve the outcomes:

- A. 100% of active clients will be reassessed for eligibility for Ryan White funds at six-month intervals, as required by HRSA.
- 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.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY",
and COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR**

BUDGET REQUIREMENTS

This contract was awarded according to Request For Proposal (RFP) No. DPH/020.

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this pooled Agreement is **\$9,908,070.00**.
- B. CONTRACTOR shall receive payment for services rendered in the order that CONTRACTOR's claim is received by COUNTY. If COUNTY determines that the total amount of claims received from all Ryan White Care Program Pool providers exceeds **\$9,908,070.00** during the fiscal year, COUNTY shall notify CONTRACTOR immediately of this fact by certified mail. Upon receipt of such notification, CONTRACTOR shall be under no further obligation to provide any additional services under the Agreement.
- C. CONTRACTOR understands and agrees that COUNTY's obligation to pay for any services rendered by CONTRACTOR pursuant to this Agreement shall be limited to paying claims submitted by CONTRACTOR in the order received until the total allocation of **\$9,908,070.00** as referenced above is exhausted. Once said amount is exhausted, CONTRACTOR shall not be entitled to any payment for any services rendered pursuant to this Agreement, regardless of whether or not CONTRACTOR has received the notice specified in subdivision B. of this section.

II. BUDGET AND NEGOTIATED RATES

- A. CONTRACTOR shall be eligible for reimbursement only for those services described in this Agreement up to the amount and according to the rates specified in this Agreement and in the Contractor Budget agreed upon in writing by CONTRACTOR and the COUNTY. The aforementioned Contractor Budget is herein incorporated by reference.
- B. The Contractor Budget may be revised as needed when the CONTRACTOR and COUNTY sign and date a new Contractor Budget.

III. CLAIMS FOR PAYMENT

CONTRACTOR shall submit a monthly claim on the forms and in accordance with the procedures prescribed by Sacramento County Department of Health and Human Services, Ryan White 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 thirty (30) days after receipt of an appropriate and correct claim.

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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:

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.

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. 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).
 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.

XII. 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.
- 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.

XIII. 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.

XIV. 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.
- 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.

XV. 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.

XVI. 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 E to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
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.
- III. Federal funding details for this contract shall be included in the Contractor Budget agreed upon in writing by CONTRACTOR and the COUNTY. The aforementioned Contractor Budget is herein incorporated by reference.
- IV. 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.