

AGREEMENT FOR SERVICES

#649-PHD0707

with

SIERRA FOOTHILLS AIDS FOUNDATION

regarding

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

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Foothills AIDS Foundation, Inc., a California Non Profit Public Benefit Corporation, qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 12183 Locksley, #205, Auburn, CA 95603 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, Contractor has been engaged by County to render Ryan White Part A C.A.R.E. Act case management services for individuals and families in El Dorado and Alpine Counties who are living with HIV/AIDS; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

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

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

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

ARTICLE II

Term: This Agreement shall be effective July 1, 2007 and shall expire June 30, 2008 unless earlier terminated pursuant to the provisions under Article IX herein.

ARTICLE III

Compensation for Services: Compensation for Ryan White Part A CARE services shall not exceed \$160,403.00 for the entire term of this Agreement, July 1, 2007 through June 30, 2008 (see Budget Summary attached hereto as Exhibit B). Adjustments between line items shown in Exhibit B shall be allowed when agreed to in writing between Contractor and the County AIDS Program Coordinator.

Payment for services rendered shall be in arrears, and based on the unit of service reimbursement rate shown on Exhibit C, Sierra AIDS Foundation - Units of Service Summary Worksheet.

A report of actual units of service provided must be furnished to the El Dorado County Public Health Department Fiscal Administration Manager, along with an invoice, no later than the 25th of each month following services. Payment will be within 30 days of approval of the invoice and the accompanying report of units of service provided.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of

this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE VIII

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

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

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

ARTICLE IX

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this

Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

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

ARTICLE X

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

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: MICHAEL UNGEHEUER, COMMUNITY BASED NURSING DIVISION MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

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

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought

for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

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

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

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

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

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

Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

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

ARTICLE XIX

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

ARTICLE XX

Other Funding Grant Provisions:

1. NONDISCRIMINATION IN EMPLOYMENT

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

2. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

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

served. For the purpose of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. County and Contractor will take affirmative action to insure that intended beneficiaries are provided services without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, or physical or mental disability.

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

3. ADMISSION POLICIES

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

4. PATIENT'S RIGHTS

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

5. LICENSING AND STAFFING

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

6. CONFIDENTIALITY

- A. Contractor agrees to comply and require its employees to comply with the provisions of Sections 827 and 10850 of the Welfare and Institutions Code and Division 19-000 of the

SDSS Manual of Policies and Procedures, to assure that all applications and records concerning an individual made or kept by the Contractor, County, or any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement for which grants-in-aid are received by this state from the federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

- B. No person will publish or disclose, or use or permit or cause to be published, disclosed, or used any confidential information pertaining to an application or recipient.
- C. Contractor shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions and that any person knowingly and intentionally violating the said provisions of state law is guilty of a misdemeanor.

7. QUALITY ASSURANCE PROGRAM REVIEW

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

8. REPORTS

- A. Contractor shall, on a monthly basis, provide to County reports of the units of service performed.

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

9. CLAIMS FOR PAYMENT

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

payments made by County, then the difference shall be paid to Contractor, up to the maximum obligation of this Agreement.

- E. In the event Contractor fails to comply with any provision of this Agreement, County shall withhold payment until such noncompliance has been corrected.

10. USE OF FUNDS AND PAYMENT LIMITATION

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

11. COPYRIGHT ACCESS

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

12. STATE and/or FEDERAL REGULATIONS

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

Public Law 101-381, Ryan White Comprehensive AIDS Resources Emergency (CARE) Act; and Public Law 104-146, Ryan White CARE Act Amendment of 1996; and

45 CFR Part 74 or 45 CFR Part 92, as applicable.

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

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

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

DEPARTMENT HEAD CONCURRENCE

By: _____ Date: _____
Gayle Erbe-Hamlin, Director
Public Health Department

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

CONTRACTOR

By: _____ Date: _____
Susan Ferington, Executive Director
Sierra Foothills AIDS Foundation

COUNTY OF EL DORADO

By: _____ Date: _____
Helen K. Baumann, Chairman
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

EXHIBIT A

Ryan White CARE Program

SCOPE OF SERVICES

GENERAL REQUIREMENTS

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

1. Ensure that all work performed under this Agreement is in full compliance with all applicable provisions of Part A of the Ryan White CARE Act and/or Health Resources and Services Administration (HRSA) approved policies and procedures.
2. Comply with all HRSA, State Office of AIDS (SOA) and Fiscal Agent reporting requirements in a timely manner as specified by the, Fiscal Agent of the Sacramento Transitional Grant Area (TGA).
3. Integrate service directives and/or standards developed and adopted by the HIV Health Services Planning Council into existing program models. If applicable, these directives and/or standards will be furnished to the Contractor along with this Agreement. The Contractor may request an exemption from certain provisions of the Council Service Directives and/or standards through written request to the the Fiscal Agent of the Sacramento TGA. The Fiscal Agent retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing in advance of anticipated need.
4. Track and report needs of clients, including documentation of any needs that are not provided for by funding under Part A of the Ryan White CARE Act.
5. Participate in the development of a continuum of care, including development of a comprehensive plan for the TGA. This process will also require establishment and maintenance of cooperative working relationships with other service providers within the region continuum of care.
6. Process consumer complaints and/or grievances in a manner consistent with established agency grievance procedures. Agency grievance policies and procedures must be prominently posted at each agency. Consumers are to be furnished with a copy of said procedures on request.

I. AMBULATORY CARE/OUTPATIENT MEDICAL CARE

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

A. OBJECTIVE

Contractor will provide vendored outpatient medical care to HIV infected clients. Services provided will include office-based medical services, emergency department services, skilled nursing, intermediate care, long-term care, and specialized health services focusing on the prevention of illness and the ongoing management of chronic conditions and acute health problems. Medical care includes: diagnostic testing (including radiology and laboratory), early intervention and risk assessment, preventative care and screening, and mental history and examinationn, diagnosis and treatment of common physical and mental conditions,

prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery, and continuing care and management of chronic conditions. Care will be provided through licensed physicians, advanced practice nurses (i.e., nurse practitioners), or physician assistants.

Number of Unduplicated Clients:

An estimated 18 unduplicated clients will receive primary care units of service.

Number of Units of Services:

During the contract period an estimated 6,606 primary care units of service will be provided with 1 unit of service = 1 vendor paid dollar.

During the contract period an estimated 550 laboratory units of service will be provided with 1 unit of service = 1 vendor paid dollar.

During the contract period an estimated 283 specialty care units of service will be provided with 1 unit of service = 1 vendor paid dollar.

II. CLIENT SERVICES SYSTEM: Case Management

Contractor will provide comprehensive, high quality case management services including ongoing assessment of client service and need, development of individualized service plan, information and referral to appropriate community resources, and benefits counseling to assist clients in accessing programs for which they are eligible.

A. OBJECTIVE

1. Contractor will provide ongoing social worker (or comparable professional) to provide information, referrals, assessment, advocacy, case finding and other support services and interventions as needed.

Number of Unduplicated Clients:

An estimated 81 clients will receive social worker services.

Number of Units of Service

During the contract period an estimated 3,582 units of case management services (1 unit = 1 15-minute social worker field-based other encounter; 1 unit = 1 15-minute social worker other encounter).

III. DENTAL CARE

Contractor will provide dental care to HIV infected persons in El Dorado County.

A. OBJECTIVE

Contractor will provide vendored dental care to HIV infected clients. Services provided will include diagnostic, prophylactic and therapeutic services. Care will be provided through licensed dentists or appropriate staff.

Number of Unduplicated Clients:

An estimated 3 unduplicated clients will receive dental treatment services.

Number of Units of Services:

During the contract period an estimated 4,402 dental treatment units of service will be provided with 1 unit of service = 1 vendor paid dollar.

IV. MENTAL HEALTH THERAPY FOR CLIENT AND PARTNER/FAMILY

Contractor will provide mental health therapy to HIV infected persons and their partners/families in El Dorado County.

A. OBJECTIVE

Contractor will provide vendored mental health therapy to HIV infected clients and their partners/families. Services provided will include both psychological and psychiatric treatment and counseling (individual, group, or a combination). Services will be provided by mental health professionals licensed or authorized within the states of California or Nevada, including psychiatrists, psychologists, clinical nurse specialists, social workers, and counselors.

Number of Unduplicated Clients:

An estimated 2 unduplicated clients and/or their partners/families will receive mental health services.

Number of Units of Services:

During the contract period an estimated 1,644 mental health units of service will be provided (1 unit = 1 adult individual psychological visit paid service dollar.

V. OTHER CRITICAL NEED SERVICES FOR CLIENT AND PARTNER/FAMILY

Contractor will provide Support Services to HIV infected persons and their partners/families in El Dorado County and Alpine County.

A. OBJECTIVE

Contractor will provide vendored support services including but not limited to adult/day respite care, food and nutrition, transportation, housing/utilities, and other critical need vouchers for the following estimated units of service.

VI. OTHER CRITICAL NEED SERVICES FOR CLIENT AND PARTNER/FAMILY

<u>Description</u>	<u>Units</u>	<u>Rate Per Unit</u>
Support Services: Non ADAP program essential prescription medications		
1 vendor paid prescription dollar	1,555	1 unit of service = 1 vendor paid dollar
Support Services: Food and Nutrition		
1 vendor paid food dollar	5,009	1 unit of service = 1 vendor paid dollar
Support Services: Housing and Utilities		
1 vendor paid rent/lodging dollar	1,036	1 unit of service = 1 vendor paid dollar
Support Services: Transportation		
1 vendor paid transportation dollar	5,739	1 unit of service = 1 vendor paid dollar
Support Services: Other Critical Need		
1 vendor paid other critical need dollar	1,036	1 unit of service = 1 vendor paid dollar

Exhibit B
El Dorado/Alpine County CARE Act
Budget: July 1, 2007 - June 30, 2008

Personnel:

Executive Director (.2 FTE)	\$ 10,000.00
Case Manager: Placerville (.5 FTE)	\$ 21,000.00
Case Manager: Lake Tahoe (.8 FTE)	\$ 21,000.00
Bookkeeper: (.3 FTE)	\$ 13,500.00
Administrative Assistant: (.4 FTE)	\$ 11,648.00
Subtotal Personnel:	\$ 77,148.00
Benefits:	\$ 19,287.00
<u>Total Personnel Costs:</u>	<u>\$ 96,435.00</u>

Operating Expenses:

Rent & Utilities	\$ 13,000.00
Communications	\$ 5,500.00
Travel	\$ 2,000.00
Office Supplies	\$ 1,707.00
Postage & Photocopying	\$ 1,000.00
Insurance	\$ 1,300.00
Computer/Office Equipment & Maintenance	\$ 1,000.00
Staff Volunteer Training/Development	\$ 1,000.00
Audit Fee	\$ 500.00
<u>Total Operating Costs</u>	<u>\$ 27,007.00</u>

Total Case Management Costs **\$ 123,442.00**

Client Financial Aid

Ambulatory Care	\$ 7,439.00
Mental Health Services	\$ 1,644.00
Transportation	\$ 5,739.00
Dental Care	\$ 4,402.00
Other Critical Need	\$ 8,637.00
<u>Total Client Financial Aid</u>	<u>\$ 27,861.00</u>

TOTAL SFAF CARE ACT BUDGET: **\$ 151,303.00**

El Dorado County Admin Fee **\$ 9,100.00**

Total CARE Act Budget **\$ 160,403.00**

SIERRA FOOTHILL AIDS FOUNDATION FY 2007/2008

UNITS OF SERVICE SUMMARY

SERVICE PRIORITY	Service Code	Estimated Quantity			Unit Cost	Total Funding Requested
		Units of Service Description	# of UCD	# of Units		
Ambulatory Medical Care						
	01008	Primary care visit w/HCP	13	6606	1 unit=1 vender paid dollar	\$6,606.00
	01009	Specialty care visit w/HCP	1	283	1 unit=1 vender paid dollar	\$283.00
	010010	Laboratory services	1	550	1 unit=1 vender paid dollar	\$550.00
Client Services System						
	14020	1 15 minute field based face to face encounter	37		1 unit= a 15 minute encounter	\$55,549.00
	14021	1 15 minute field based other encounter	44		1 unit= a 15 minute encounter	\$67,893.00
Dental Care						
	02002	1 dental care visit	3	4402	1 unit=1 vender paid dollar	\$4,402.00
Mental Health/Counseling						
	03045	Adult individual-psychological	2	1644	1 unit=1 vender paid encounter	\$1,644.00
Transportation						
	11025	Client/family transportation	72	5739	1 unit=1 vender paid dollar	\$5,739.00
Other Critical Need						
	11029	Emergency financial Assistance	26	8637	1 unit=1 vender paid dollar	\$8,637.00
		Prescription Medication				
		Housing/utilities				
		Transportation				

TOTAL EXPENDITURE

\$151,303.00

EXHIBIT D

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:

- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.
3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.

- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
- H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
- I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
- J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be

required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that County would be prohibited from making.
5. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
 - D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if

done by County, except as may be expressly permitted by the Privacy Rule.

- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County’s knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide Notice and a 10-day opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
 - (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts – any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.