

AGREEMENT FOR SERVICES #889-PHD0909

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**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 Nonprofit 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");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to render case management services for individuals and families in El Dorado County who are living with HIV/AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act; and

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

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

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by 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 residents and their families who meet all the requirements listed and referred to in Exhibit A entitled "Ryan White CARE Program, Scope of Services."

**Article II. TERM**

This Agreement is effective July 1, 2009 and shall expire March 31, 2010 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 \$97,212 for the entire term of this Agreement, July 1, 2009 through March 31, 2010 (see "Budget Summary" and "Budget Narrative" attached hereto. Combined together, they comprise Exhibit B.) Adjustments between line items shown in "Budget Summary" of Exhibit B shall be allowed when agreed to in writing between Contractor and the County AIDS Program Coordinator.

Payment for services rendered shall be in arrears and based on the unit of service reimbursement rate shown on Exhibit C entitled "Sierra AIDS Foundation FY 2009-2010 Units of Service Summary".

A report of actual units of service provided must be furnished to the El Dorado County Health Services Department – Public Health Division's Fiscal Administration Manager, along with an invoice, no later than the 25th of each month following services. Payment will be within 45 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 its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

**Article 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**

Section 9.01 Default

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

expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

**Section 9.02 Bankruptcy**

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

**Section 9.03 Ceasing Performance**

County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

**Section 9.04 Termination or Cancellation Without Cause**

County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of this Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**Article 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 addressed as follows:

**COUNTY OF EL DORADO  
HEALTH SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

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

or to such other location as the Contractor directs.

**Article XI. INDEMNITY**

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

**Article 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 Workers' 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 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 \$1,000,000.00 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 Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- 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 the general liability policy.
- 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 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 Risk Management, as essential for the 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. CONFLICT OF INTEREST**

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

**Article XVI. 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 XVII. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)**

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

**Article XVIII. 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 XIX. ADMINISTRATOR**

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

**Article XX. 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 XXI. 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 XXII. 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.

**Article XXIII. HIPPA**

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 XXIV. OTHER FUNDING GRANT PROVISIONS**

Section 24.01 Nondiscrimination In Employment, Services, Benefits, and Facilities

- A. Contractor agrees and assures County that Contractor and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of



services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

- B. Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.) and regulations and guidelines issued pursuant thereto.
- C. Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Section 24.02 Admission Policies

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

Section 24.03 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 Title 9 California Code of Regulations, Section 860, et seq. In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominant language of the community a list of the patient's rights.

Section 24.04 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 Administrator for this Agreement, a list of the persons who will provide services under this Agreement. This shall state the name, title, professional degree, and work experience of such persons.

Section 24.05 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.

Section 24.06 Quality Assurance Program Review

- A. Contractor shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State and County record maintenance requirements as adopted by the Sacramento Eligible Metropolitan Area ("EMA") HIV Health Services ("Fiscal Agent").
- B. Contractor shall permit, at any reasonable time, personnel designated by County or the Director of Sacramento County Department of Health and Human Services ("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 Sacramento County, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Contractor which pertain to services performed and determination of amount payable under this Agreement. Contractor shall furnish County or Sacramento County with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.
- C. Contractor shall actively participate and cooperate with any persons specified in 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.

Section 24.07 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 EMA Fiscal Agent as outlined in the EMA Contractor's Manual with a copy to the Administrator for this Agreement within the El Dorado County Health Services Department – Public Health Division.
- C. Contractor shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by County or Sacramento County concerning Contractor's activities as they affect the contract duties and purposes herein. Fiscal Agent shall explain procedures for reporting the required information.
- D. Contractor shall participate in the California Public Health Department active/passive case surveillance efforts promulgated by the State Office of AIDS.

Section 24.08 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 or, at sole discretion of County, County may withhold such amount from any payments due under this Agreement or any successor Agreement.
- B. It is understood that any records of revenues or expenditures under this Agreement may be subject to compliance with federal or state regulations and may be audited by the appropriate Federal, State, or County agency. In the event of audit disallowance of any claimed cost that is subject to compliance with federal or state regulations, County shall not be liable for any lost revenue resulting 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 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 County as a credit on future billings. If such post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by County for that service, then the difference will not be paid to Contractor.
- E. In the event Contractor fails to comply with any provision of this Agreement, County shall withhold payment until such noncompliance has been corrected.
- F. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall, within 30 days of termination of this Agreement, declare to County any and all accounts receivables and assign to County billings to all clients and/or payers for services rendered clients for which claims have been or are being made to County for reimbursement.

Section 24.09 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 lesser of:
  - 1. The net amount of the budget (the total amount of consideration to be paid Contractor) as described in Exhibit A.
  - 2. The cost of services as determined pursuant to audit procedures as provided in this Agreement.
- E. Final settlement of County reimbursement to Contractor shall be based on Contractor's year-end cost report.

- F. No more than ten percent (10%) of the total Agreement amount may be expended for administrative and indirect costs.

Section 24.10 Copyright Access

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

Section 24.11 State and/or Federal Regulations

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

1. Public Law 101-381, Ryan White Comprehensive AIDS Resources Emergency (CARE) Act;
2. Public Law 104-146, Ryan White CARE Act Amendment of 1996; and
3. 45 CFR Part 74 or 45 CFR Part 92, as applicable.

Section 24.12 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.

1. 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".
2. 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 DHHS deems necessary to determine that funding was spent in compliance with applicable guidelines of this Agreement.
3. If the Agreement is terminated for any reason during the Agreement period, the independent audit shall cover the entire period of the Agreement for which services were provided.
4. The audit shall be submitted to Administrator or his designee within 6 months of the end of the Agreement period.

- 5. 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.
  
- 6. 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 XXV. ENTIRE AGREEMENT**

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

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
 Neda West, Director  
 Health Services Department

Dated: 10/28/09

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

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_  
**Ron Briggs, Chairman**  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

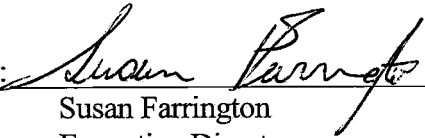
*ATTEST:*  
*Suzanne Allen de Sanchez Clerk*  
*of the Board of Supervisors*

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**-- CONTRACTOR --**

**SIERRA FOOTHILLS AIDS FOUNDATION, INC.**  
a California Non Profit Public Benefit Corporation

By:  \_\_\_\_\_  
Susan Farrington  
Executive Director  
"Contractor"

Dated: 11-2-09

**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 the Sacramento Eligible Metropolitan Area (EMA) reporting requirements in a timely manner as specified by the Fiscal Agent of the EMA.
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 EMA. The Fiscal Agent retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing in advance of anticipated need.
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 EMA. This process will also require establishment and maintenance of cooperative working relationships with other service providers within the region continuum of care.
6. Process consumer complaints and/or grievances in a manner consistent with established agency grievance procedures. Agency grievance policies and procedures must be prominently posted at each agency. Consumers are to be furnished with a copy of said procedures on request.

**I. AMBULATORY CARE/OUTPATIENT MEDICAL CARE**

- A. Contractor will provide vendored outpatient ambulatory care/outpatient medical care to HIV infected persons in El Dorado County.
  1. Ensure that clients receive timely, effective, and quality Ambulatory/Outpatient Medical Care that meets his/her special needs.
  2. 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).



3. Incorporate and ensure, to the extent possible, adherence to established HIV clinical practice standards and the most current Public Health Services (PHS) guidelines for treatment and care of adult HIV+ persons.
- B. Contractor will provide access to Ambulatory/Outpatient Medical Services for People Living with HIV/AIDS in El Dorado County. Ambulatory/ Outpatient Medical Services will include the following services:
1. Lab Visits.
  2. Primary care visits with an HIV health care provider.
  3. Specialty care visits with other medical specialist health care providers.
  4. Medication adherence sessions as part of medical visits.
- C. Contractor shall maintain an individualized medical file for each client, which contains documentation of all services provided, appropriate signed release of information forms and case notes documenting client contact and resource and referral follow-up.
- D. Contractor will provide vendored outpatient medical care to HIV infected clients. Services provided will include office-based medical services, emergency department services, skilled nursing, intermediate care, long-term care, and specialized health services focusing on the prevention of illness and the ongoing management of chronic conditions and acute health problems. Medical care includes: diagnostic testing (including radiology and laboratory), early intervention and risk assessment, preventative care and screening, and mental history and examination, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery, and continuing care and management of chronic conditions. Care will be provided through licensed physicians, advanced practice nurses (i.e., nurse practitioners), or physician assistants.
1. Number of Unduplicated Clients:
    - a. An estimated 19 unduplicated clients will receive primary care units of service.
  2. Number of Units of Services:
    - a. During the contract period an estimated 3,413 primary care units of service will be provided with 1 unit of service = 1 vendor paid dollar.
    - b. During the contract period an estimated 2,541 laboratory units of service will be provided with 1 unit of service = 1 vendor paid dollar.
    - c. During the contract period an estimated 1,307 specialty care units of service will be provided with 1 unit of service = 1 vendor paid dollar.
- E. Contractor shall use best efforts to achieve the outcomes, as evidenced by:
1. Documentation of on-going medical care will be charted in case files for 100% of clients.

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

## II. CLIENT SERVICES SYSTEM: Case Management

- A. Contractor will provide comprehensive, high quality case management services including ongoing assessment of client service and need, development of individualized service plan, information and referral to appropriate community resources, and benefits counseling to assist clients in accessing programs for which they are eligible.
- B. Length of Treatment: Discharge from Medical Case Management services will terminate upon the client's voluntary departure, death, or by termination on the part of Contractor. Termination will only be used as a last resort. Alternatives to termination, including conflict resolution and mediation, will be sought. Behavior that is threatening, violent, or endangers self or others will not be tolerated and will be grounds for termination from the program.
- C. Contractor shall perform an intake process on each participant to evaluate client's suitability for Contractor's Medical Case Management Program. Clients who do not meet Contractor's eligibility criteria for Case Management will be referred to other providers that can meet their Medical Case Management needs. To be eligible for Contractor Medical Case Management Services, client must be an HIV+ person and must meet the Ryan White CARE Program eligibility guidelines.
- D. Contractor's Medical Case Management services will include but not be limited to a range of client-centered services that link clients with health care, psychosocial and other services to ensure timely, coordinated access to medically appropriate levels of health

and support services, continuity of care, and ongoing assessment of the client's and other family members' needs and personal support systems. Contractor's Medical Case Management services shall be operated in compliance with the Sacramento HIV Health Planning Council adopted "Standards of Care for Medical Case Management", as amended and found in Contractor's Ryan White Resource Manual. Medical Case Management will include, but not be limited to:

1. **Intake Process:** Contractor shall perform an intake process on each client meeting eligibility criteria for Medical Case Management services. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to Contractor's program. Contractor's providing field-based medical case management services will offer clients the opportunity to have the intake process completed in their home or at a site more accessible for the client than the Contractor's regular place of business.
  2. **Evaluation and Assessment:** During the initial intake process, Contractor shall perform an assessment of medical and psychosocial needs of the participant using the adopted EMA Medical Case Management Service Standards as a guide to determine appropriate service and/or resource referrals.
  3. **Care Plan:** During the initial intake process, Contractor shall provide a face-to-face interview with participant to develop a comprehensive individualized Care Plan that prioritizes client needs, identifies resources necessary to meet those needs, and documents mutually agreed-upon goals. The specific number of case management sessions with the client will be tailored by the Contractor to an individual's needs based upon the results of an assessment and Care Plan. Care Plans shall be up-dated a minimum of once every six months.
  4. **Information and Referral:** Contractor shall make referrals to the most appropriate resource to meet needs prioritized in the client's Case Plan. Contractor will document referrals and provide follow-up action to ensure that services are provided.
  5. **Case Files:** Contractor shall maintain an individualized case file for each client which contains documentation of all services provided, appropriate signed release of information forms and case notes documenting client contact and resource and referral follow-up.
- E. Contractor will provide ongoing social worker (or comparable professional) to provide information, referrals, assessment, advocacy, case finding and other support services and interventions as needed.
1. **Number of Unduplicated Clients:**
    - a. An estimated 66 clients will receive social worker services.
  2. **Number of Units of Services:**
    - a. During the contract period an estimated 6,205 units of case management services (1 unit = 1 15-minute social worker field-

based other encounter; 1 unit = 1 15 minute social worker other encounter).

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

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

### III. MENTAL HEALTH THERAPY FOR CLIENT AND PARTNER/FAMILY

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

1. Number of Unduplicated Clients:
  - a. An estimated 16 unduplicated clients and/or their partners/ families will receive mental health services.
2. Number of Units of Services:
  - a. During the contract period an estimated 7,066 mental health units of service will be provided (1 unit = 1 adult individual psychological visit paid service dollar).

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

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

U. Contractor shall meet all Ryan White program-staffing requirements. Staff clinicians who provide the services must meet all licensure and certification requirements as established by the State of California, Board of Behavioral Sciences. Registered interns may provide services if they have appropriate supervision by mental health professionals licensed within the State of California to provide mental health services and are employed directly by the applicant organization. It is understood that clinicians knowledgeable of HIV+ client needs will provide mental health services.

V. Contractor shall use best efforts to achieve the outcomes, as evidenced by:

1. 100% of participants will have completed a pre-survey prior to or on their first mental health appointment at the agency or if the person is a continuing client they will have completed a pre-survey on their first appointment of each CARE Program fiscal year commencing March 1.
2. 100% of participants will have completed a post-survey at the time they complete treatment at the agency or at the end of each CARE Program fiscal year on February 28, whichever event comes first.
3. 100% of long-term ongoing clients will have completed a post-survey one-year after they began receiving treatment at the agency and again each year following to track the progress of treatment.
4. 100% of client survey responses will be reported to the Sacramento EMA Ryan White CARE Program.
5. 100% of clients who do not have an identified primary care provider at the time of Intake will receive a referral and access to appropriate physician or clinic during the program year.
6. 60% of HIV+ clients who receive mental health services will report increased functionality within 90 days of start of treatment.

#### IV. DENTAL CARE

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

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



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

V. SUPPORT SERVICE – MEDICAL TRANSPORTATION

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

determined by a Plan of Care developed by a Sacramento EMA medical case management agency that is Ryan White CARE Program funded. Exceptions: clients receiving volunteer-based Transportation Services, Buddy/Companion Services, Peer/Support Groups and/or Outreach/Case Funding, do not require case management participation.

- G. Contractor shall ensure Support Services – Medical Transportation are designed as coordinated services to facilitate access to primary medical care and to promote continuity of care. It is the intent of these services to improve the quality of life of persons living with HIV/AIDS in the Sacramento EMA.
- H. Contractor shall perform an intake process for each client meeting eligibility criteria for Medical Transportation Support Services. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the Support Services Contractor provides. The Intake process should be conducted within a maximum of 30 days of initial client contact, unless the agency can no longer accept clients as a result of a lack of funding or available staff. Clients placed on a waiting list must be provided with referrals to alternate available Ryan White Medical Case Management agencies, and all waiting lists must be reported to the Fiscal Agent. Once funding or staff becomes available, clients placed on the waiting list should be seen in order of need.
- I. Contractor shall make referrals to the most appropriate resources to meet the needs prioritized in the client's Plan of Care, will document referrals and provide follow-up action to ensure that referred services were/are provided.
  - 1. A minimum of 39 clients will receive transportation assistance during Fiscal Year 2009-2010.
  - 2. A maximum of 4,542 units of service will be provided at the maximum billing rate during Fiscal Year 2009-2010.
- J. INTENDED OUTCOMES
  - 1. Contractor shall strive to achieve the minimum and maximum service deliveries as described in Section I listed above.
  - 2. Contractor shall ensure documentation of intake process be charted in case files for 100% of clients.
  - 3. Contractor shall ensure that 100% of program participants have a Plan of Care developed by a Sacramento EMA Ryan White CARE Program funded case management agency. Exceptions: clients receiving Volunteer-based Transportation Services, Buddy/Companion Services, and/or Service Outreach/Case Finding, which do not require case management participation.
  - 4. Contractor shall offer 100% of participants an array of transportation service options to overcome barriers to accessing primary medical care.
  - 5. Contractor shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

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

## VI. EMERGENCY FINANCIAL ASSISTANCE

- A. Type of Service: Contractor will provide Emergency Financial Assistance to Persons Living with HIV/AIDS (PLWH/A). Many PLWH/A will have multiple needs because of the numerous logistical barriers to accessing care and/or staying in care, including but not limited to: poverty, isolation, trust of government systems, homelessness, mental health (including multiple diagnoses), ability to pay for medical services, and discrimination. Support Services shall provide assistance to promote quality of life and remove major barriers that prevent PLWH/A from accessing needed primary medical care.
- B. Population: Persons living with HIV/AIDS in the Sacramento EMA which encompasses El Dorado, Placer, and Sacramento Counties, with a primary focus on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).
- C. Goal: Desired outcome is to provide basic Emergency Financial Assistance to persons living with HIV/AIDS in the Sacramento EMA and to improve their ability to enter into and/or remain in primary medical care.
- D. Contractor will maintain and enhance individual health care by providing Emergency Financial Assistance to PLWH/A in the Sacramento EMA. Contractor shall establish and implement policies and procedures that ensure the referred client receives timely and effective Emergency Financial Assistance that meets their individual needs as determined by a Plan of Care developed by a Sacramento EMA case management agency that is Ryan White CARE Program funded.
- E. Contractor shall ensure Emergency Financial Assistance is designed as a coordinated service to facilitate access to primary medical care and to promote continuity of care. It is the intent of these services to improve the quality of life of persons living with HIV/AIDS in the Sacramento EMA.
- F. Contractor shall perform an intake process for each client meeting eligibility criteria for Emergency Financial Assistance. The intake process will include determining eligibility for Ryan White-funded services, completing the Ryan White Intake Form, and providing the participant with an orientation to the Emergency Financial Assistance Contractor provides. The Intake process should be conducted within a maximum of 30 days of initial client contact, unless the agency can no longer accept clients as a result of a lack of funding or available staff. Clients placed on a waiting list must be provided with referrals to alternate available Ryan White Medical Case Management agencies, and all waiting lists must be reported to the Ryan White Fiscal Agent. Once funding or staff becomes available, clients placed on the waiting list should be seen in order of need.

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

1. A minimum of 3 clients will receive emergency financial assistance for other critical needs during Fiscal Year 2009-2010.
2. A maximum of 1,514 units of service will be provided at the maximum billing rate during Fiscal Year 2009-2010.

H. INTENDED OUTCOMES

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

Exhibit B  
 Budget Summary  
 Ryan White CARE Act  
 Sierra Foothills AIDS Foundation  
 FY 2009-2010 (July 1, 2009 - March 31, 2010)

	<b>Maximum Allowed</b>
	<b>07-01-2009 through 03-31-2010</b>
<b><u>Personnel:</u></b>	
Executive Director (.2 FTE)	\$9,000.00
Case Manager: (1.0 FTE)	29,625.00
Bookkeeper: (.3 FTE)	8,775.00
Case Aid/Administrative Assistant: (.5 FTE)	8,000.00
Subtotal Personnel:	\$55,400.00
Benefits:	13,850.00
<b>Total Personnel Costs:</b>	<b>\$69,250.00</b>
 <b><u>Operating Expenses:</u></b>	
Rent & Utilities	\$9,000.00
Communications	2,700.00
Travel	2,000.00
Office Supplies	1,412.00
Postage & Photocopying	500.00
Insurance	850.00
Computer/Office Equipment & Maintenance	650.00
Staff Volunteer Training/Development	350.00
Audit Fee	1,000.00
<b>Total Operating Costs</b>	<b>\$18,462.00</b>
<b>Total Case Management Costs</b>	<b>\$87,712.00</b>
 <b><u>Client Financial Aid</u></b>	
Ambulatory Medical Care	\$3,000.00
Oral Health Care	1,000.00
Mental Health / Counseling	500.00
Transportation	2,000.00
Emergency Financial Assistance	3,000.00
<b>Total Client Financial Aid</b>	<b>\$9,500.00</b>
<b>TOTAL Sierra Foothills AIDS Foundation CARE Act Budget:</b>	<b>\$97,212.00</b>

Exhibit B  
 Budget Narrative  
 Ryan White CARE Act  
 Sierra Foothills AIDS Foundation  
 FY 2009-2010 (July 1, 2009 - March 31, 2010)

**Case Management Services (Includes both office-based and field-based services)** **\$87,712.00**

**Office-Based Case Management:** This sub-category applies to the delivery of Case Management services in a traditional office setting established as the contractor's regular place of business.

**Field-Based Case Management:** This sub-category applies to the delivery of Case Management services in non-traditional settings such as at the home of the client, at homeless shelters, or other where clients may be temporarily located.

**Personnel:**

**Executive Director (.2 FTE)** **\$9,000.00**

Overall management of the CARE program, responsible for all operations of the program and supervision of all staff. In addition provides back up for case management services. Also serves as volunteer coordinator responsible for recruiting, training and supervision of all volunteers.

**Case Manager: (1.0 FTE)** **\$29,625.00**

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

**Bookkeeper: (.3 FTE)** **\$8,775.00**

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

**Case Aid/Administrative Assistant: (.5 FTE)** **\$8,000.00**

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

**Subtotal Personnel:** **\$55,400.00**

**Benefits: Calculated at 25% of Personnel** **\$13,850.00**

**Total Personnel Costs:** **\$69,250.00**

**Operating Expenses:**

**Rent & Utilities** **\$9,000.00**

Office space and utilities needed to provide for service and administrative needs.

**Communications** **\$2,700.00**

Phone, Internet, Fax services needed to provide for service needs.

**Travel** **\$2,000.00**

Mileage and related travel costs of providing services and as needed to meet administrative needs.

**Budget Narrative, Cont.**

<u>Office Supplies</u>	<b>\$1,412.00</b>
Consumable supplies needed to provide for services and administrative needs	
<u>Postage &amp; Photocopying</u>	<b>\$500.00</b>
Postage and photocopying costs needed to provide for services and administrative needs	
<u>Insurance</u>	<b>\$850.00</b>
Insurance required as per contract.	
<u>Computer/Office Equipment &amp; Maintenance</u>	<b>\$650.00</b>
Maintenance and replacement of equipment as needed to provide for services and administrative needs	
<u>Staff Volunteer Training/Development</u>	<b>\$350.00</b>
Staff development and training costs as needed to maintain professional competency.	
<u>Audit Fee</u>	<b>\$1,000.00</b>
Audit as required per contract.	
<b><u>Total Operating Costs</u></b>	<b><u>\$18,462.00</u></b>

**Ambulatory Care**

**\$3,000.00**

Services funded under this category include the provision of professional, diagnostic, and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient, community-based and/or office-based facility that is appropriately licensed to provide such services. These services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, documenting medical history, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery and assisting in surgery, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care. Primary Medical Care for the Treatment of HIV Infection includes provisions of care that is consistent with Public Health Service Guidelines. Such care must include access to antiretrovirals and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

**Emergency Financial Assistance**

**\$3,000.00**

**(Includes Food Vouchers, Other Critical Need and Medications)**

Direct emergency financial assistance for food vouchers and provision of medications not covered by the AIDS Drug Assistance Program (ADAP) or any other payer source as prescribed by the primary care physician or psychiatrist of an HIV/AIDS client for conditions (HIV/AIDS, related or not) which negatively impact the client's health and well-being.

**Budget Narrative, Cont.**

**Mental Health Services**

**\$500.00**

Services funded under this category include psychological and psychiatric treatment and counseling services, from an organization licensed or authorized within the State of California to provide mental health services by mental health professionals including psychiatrists, psychologists, social workers, and counselors.

**Oral Health Care**

**\$1,000.00**

Services funded under this category include diagnostic, prophylactic and therapeutic services rendered by dentists, dental hygienists, dental assistants and other appropriately licensed or certified professional practitioners.

**Transportation**

**\$2,000.00**

Conveyance services provided to a client in order to access health care or psychosocial support services. May be provided routinely or on an emergency basis via a voucher program, bus passes, volunteer-based transportation services.

**Total Services**

**\$9,500.00**

**Total Budget for Sierra Foothills AIDS Foundation**

**\$97,212.00**



**AMENDED EXHIBIT C  
SIERRA FOOTHILLS AIDS FOUNDATION  
UNITS OF SERVICE SUMMARY  
FY 2009-2010 (July 1, 2009 through March 31, 2010)**

SERVICE PRIORITY	Service Code	Units of Service Description	Estimated Quantity		Unit Cost	Total Funding Requested
			# of UDC	# of Units		
Ambulatory Medical Care	01008	Primary care visit w/HCP	13	1410	1 unit = 1 vender paid dollar	\$1,410.00
	01009	Specialty care visit w/HCP	11	540	1 unit = 1 vender paid dollar	\$540.00
	010010	Laboratory services	9	1050	1 unit = 1 vender paid dollar	\$1,050.00
Case Management	14020	1 15 minute field based face to face encounter	38	1846	1 unit = a 15 minute encounter	\$36,839.00
	14021	1 15 minute field based other encounter	44	2560	1 unit = a 15 minute encounter	\$50,873.00
Oral Care	02002	1 dental care visit	1	1000	1 unit = 1 vender paid dollar	\$1,000.00
Mental Health/Counseling	03045	Adult individual-psychological	11	500	1 unit = 1 vender paid encounter	\$500.00
Transportation	11025	Client/family transportation	26	2000	1 unit = 1 vender paid dollar	\$2,000.00
Other Critical Need	11029	Emergency Financial Assistance	3	1514	1 unit = 1 vender paid dollar	\$3,000.00
<b>TOTAL EXPENDITURE</b>						<b>\$97,212.00</b>

## 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.



## ATTACHMENT A AMENDMENT 3

RYAN WHITE HIV DENTAL PROGRAM  
OPERATIONS MANUALI. CRITERIA FOR DENTAL SERVICES UNDER THE TITLE I RYAN WHITE PROGRAM

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

II. REASONABLE AND NECESSARY CONCEPT

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

III. EMERGENCY DENTAL SERVICES

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

IV. DENTIST PARTICIPATION INFORMATION

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

V. PRIOR AUTHORIZATION

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

VI. UNLISTED PROCEDURES (9999)

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

VII. COVERED PROCEDURES

A. DIAGNOSTIC

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

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

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

C. RESTORATIVE DENTISTRY

1. The program provides temporary restoration, amalgam, composite, or plastic restorations for treatment of caries. If the tooth can be restored with such material, any crown or jacket is not covered.
2. Laboratory processed crowns are benefits for permanent anterior teeth and permanent posterior teeth once in a five (5) year period.

3. When a crown is placed on a posterior molar tooth, porcelain, resin and similar materials are optional. An allowance will be made based on the fee for a full metal crown.
4. Authorization may be granted for the lowest cost item or service that meets the patient's medical needs. When acting upon request for approval for laboratory processed crowns, these regulations as well as the overall condition of the mouth, patient's receptivity toward treatment and willingness to comply with maintaining good oral hygiene, oral health status, arch integrity, and prognosis of remaining teeth shall be considered.
5. Laboratory processed crowns may be granted where longevity is essential and a lesser service will not suffice, when extensive coronal destruction is radiographically demonstrated and treatment is beyond intercoronal restoration.
6. Cast or performed posts are covered for devitalized teeth only.
7. Laboratory process crowns on endodontically treated teeth are covered only after satisfactory completion of the root canal therapy.

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

Procedure 2954 Prefabricated post and core, in addition to crown.

Procedure 2970 Temporary crown or stainless steel band.

D. ENDODONTICS – GENERAL POLICIES

1. Includes those procedures when complete root canal filling on permanent teeth:
  - a. Root canal therapy is a covered benefit, if medically necessary – tooth is non-vital. The prognosis of the affected tooth and other remaining teeth will be evaluated in considering root canal therapy.
  - b. Authorization and payment for root canal treatment includes, but is not limited to, any of the following procedures:
    - Any incision and drainage necessary on relation to the root canal therapy.
    - Vitality test.
    - Radiographs required during treatment.
    - Culture.
    - Medicated treatment.
    - Final filling of canals.
    - Final treatment radiographs.
  - c. Necessary retreatment and postoperative care within a 90-day period is included in the reimbursement fee for the root canal therapy.
  - d. Root canal therapy must be completed prior to payment. Date of service on the claim for payment must reflect the final completion date.
2. Emergency root canal treatment may be done when any of the following conditions exist and **documentation substantiates the need**:
  - a. Failure of a palliative treatment to relieve the acute distress of the patient.
  - b. When a tooth has been accidentally evulsed.
  - c. When there has been a fracture of the crown of a tooth exposing the pulpal tissue.
3. The prognosis of the affected tooth, other remaining teeth, and the type of restorations allowable will be evaluated in considering requested root canal therapy.
4. Extraction may be suggested for a tooth with a fractured root, external or internal resorption, or one that is easily replaced by addition to an existing removable dental appliance.

Procedure 3110 Pulp cap – direct (excluding final restoration).

Procedure 3120 Pulp cap – indirect (excluding final restoration).

Procedure 3220 Therapeutic pulpotomy (excluding final restoration).

Procedure 3310 Anterior root canal therapy (excluding final restoration).

Procedure 3320 Bicuspid root canal therapy (excluding final restoration).

Procedure 3330 Molar root canal therapy (excluding final restoration).

Procedure 3410 Apicoectomy (separate surgical procedure) per tooth: This procedure when there is severe apical curvature, blockage of the canal by calcific deposits, dentinal shavings or pulp chamber debris, and when a canal wall has been perforated or "shelved" during canal enlargement.

E. PERIODONTICS

1. PERIODONTICS – GENERAL POLICIES

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

Procedure 4210 Gingivectomy or gingivoplasty – per quadrant.

Procedure 4211 Gingivectomy or gingivoplasty, treatment per tooth (fewer than six teeth): May be authorized when an isolated pocket has not responded to conservative treatment.

Procedure 4220 Gingival curettage, surgical, per quadrant, by report.

Procedure 4240 Gingival flap procedure, including root planning – per quadrant.

Procedure 4341 Subgingival curettage and root planning, per treatment: Root planing includes the removal of calculus deposits on the tooth and root, the smoothing of the root and surface; subgingival curettage – the removal of granulation tissue and pocket lining epithelium. Treatment is limited to those areas requiring immediate attention.

Procedure 4910 Periodontal maintenance procedures (following active therapy).

F. PROSTHETICS - REMOVABLE

1. Full dentures are covered when medically necessary using standard procedures which exclude precision attachments, implants or other specialized techniques. These services are covered only once in a five year period
  - a. Prevent a significant disability.
  - b. Replace a covered removable dental prosthesis which has been lost or destroyed due to circumstances beyond the beneficiary's control.
2. Request for the extraction of all remaining teeth in preparation for complete immediate dentures and the immediate full dentures following full mouth extractions (both anterior and posterior) is a covered benefit.
3. Construction of new dentures shall not be authorized if conditions including but not limited to the following exist:
  - a. It would be impossible or highly improbable for a beneficiary to adjust to a new prosthetic appliance. This is particularly applicable in those cases where the patient has been without dentures for an extended period of time or where the beneficiary may exhibit a poor adaptability due to psychological and/or motor deficiencies.
  - b. The dental history shows that any or all dentures made in recent years have been unsatisfactory for reasons that are not remediable (psychological).
  - c. Repair, relining, or reconstruction of the recipient's present denture will make it serviceable.
  - d. The denture, in the patient's opinion only, is loose or ill-fitting but is recently enough constructed to indicate deficiencies limited to those inherent in all dentures.
  - e. Where the request for the denture(s) is primarily cosmetic, the authorization shall be denied.

- f. The patient has been without dentures for at least five (5) years and is currently functioning without dentures.
4. Immediate dentures may be authorized when conditions including but not limited to the following exist:
    - a. Extensive or rampant caries are exhibited.
    - b. Severe periodontal involvement is indicated.
      - i. When the clinical exam shows excessive mobility and severe gingivitis.
      - ii. When tooth mobility is not grossly evident and when the gingival tissues are not severely involved, consideration should be given to a more conservative treatment and denture request denied.
    - c. Numerous teeth are missing and masticating ability has been diminished.
      - i. Where there is not capability of any posterior occlusion with existing dentition.
      - ii. When a functional, although minimal, occlusion exists, the urgent need for prosthesis should be carefully evaluated.
  5. Requests for replacement dentures shall include adequate supportive documentation and shall be preauthorized. Replacement dentures may be authorized more often than once in a five (5) year period when:
    - a. Catastrophic loss of denture.
    - b. Surgical or traumatic loss of oral-facial anatomic structures.
    - c. Replacement of existing dentures.
      - i. When there has been a complete deterioration of the denture base or teeth.
      - ii. When there has been a complete loss of retentive ability, vertical dimension, or balanced occlusion of existing dentures.
  6. Requests for dentures for the long-standing edentulous patient will be denied.
  7. A removable Partial denture is covered when necessary for the replacement of anterior teeth only.
  8. A covered removable partial denture may be authorized only once in a five (5) year period except to:
    - a. Prevent a significant disability.
    - b. Replace a covered removable dental prosthesis which has been lost or destroyed due to circumstances beyond the beneficiary's control.

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

Procedure 5213	Maxillary partial denture – predominantly base metal (including any conventional clasps, rests and teeth).
Procedure 5214	Mandibular partial denture – predominantly base metal (including any conventional clasps, rests and teeth).
Procedure 5410	Denture adjustment – maxillary denture.
Procedure 5411	Denture adjustment – mandibular denture.
Procedure 5421	Denture adjustment – maxillary partial.
Procedure 5422	Denture adjustment – mandibular partial.
Procedure 5510	Repair broken denture base only (complete or partial).
Procedure 5520	Replace broken denture teeth only.
Procedure 5610	Repair resin denture base.
Procedure 5620	Repair cast framework.
Procedure 5630	Repair or replace clasp.
Procedure 5640	Replace broken teeth – per tooth
Procedure 5650	Add tooth to partial denture to replace newly extracted natural tooth.
Procedure 5660	Add clasp to existing partial denture.
Procedure 5710	Rebase complete maxillary denture.
Procedure 5711	Rebase complete mandibular denture.
Procedure 5720	Rebase maxillary partial denture.
Procedure 5721	Rebase mandibular partial denture.
Procedure 5730	Reline complete maxillary denture – chairside.
Procedure 5731	Reline complete mandibular denture – chairside.
Procedure 5740	Reline partial maxillary denture – chairside.
Procedure 5741	Reline partial mandibular denture – chairside.
Procedure 5750	Reline complete maxillary denture – lab.
Procedure 5751	Reline complete mandibular denture – lab.
Procedure 5760	Reline partial maxillary denture – lab.
Procedure 5761	Reline partial mandibular denture – lab.
Procedure 5810	Interim complete denture (maxillary).
Procedure 5811	Interim complete denture (mandibular).
Procedure 5820	Interim partial denture (maxillary).

Procedure 5821 Interim partial denture (mandibular).

Procedure 5850 Tissue conditioning – maxillary.

Procedure 5851 Tissue conditioning – mandibular.

G. PROSTHETICS - FIXED

Procedure 6210 Pontic-cast with high noble metal.

Procedure 6240 Pontic-porcelain with high noble metal.

Procedure 6250 Pontic-resin with high noble metal.

Procedure 6750 Bridge crown-porcelain with high noble metal.

Procedure 6790 Bridge crown-full case with high noble metal.

Procedure 6930 Re-cement bridge.

Procedure 6940 Stress breaker.

Procedure 6970 Cast post and core in addition to bridge crown (endodontically treated tooth).

Procedure 6971 Cast post as part of bridge crown.

Procedure 6972 Prefabricated post and core in addition to bridge crown (endodontically treated tooth).

Procedure 6980 Repair fixed bridge.

Procedure 6999 Unspecified fixed prosthodontic procedure, by report.

H. ORAL SURGERY

1. EXTRACTIONS – GENERAL POLICIES

- a. Diagnostic x-rays fully depicting subject tooth (teeth) are usually required for all intraoral surgical procedures. (See specific procedure code for details)
- b. The extraction of asymptomatic teeth is not a benefit.

The following instances may be justified as being symptomatic:

- i. Teeth which are involved with a cyst, tumor, or neoplasm.
  - ii. The extraction of all remaining teeth in preparation for a full prosthesis.
  - iii. A malaligned tooth that causes intermittent gingival inflammation.
  - iv. Perceptible radiologic pathology that fails to elicit symptoms.
- c. By report procedures may be used when the provider has encountered unforeseen complications which are not usually considered normal to the particular procedure listed.

Procedure 7110 Removal of erupted tooth, uncomplicated, first tooth

Procedure 7120 Removal of erupted tooth (teeth), uncomplicated, each additional tooth.

Procedure 7130 Removal of root or root tip.



Procedure 7210	Removal of erupted tooth, surgical.
Procedure 7220	Removal of impacted tooth – soft tissue: Removal of any permanent tooth by the open method which may or may not include removal of bone in those cases where the major portion of all of the crown of the tooth was covered by mucogingival tissue and not alveolar bone.
Procedure 7230	Removal of impacted tooth – partially bony.
Procedure 7240	Removal of impacted tooth – totally bony: Removal of any tooth by the open method where it is necessary to expose any portion of the crown of the tooth by removal of alveolar bone.
Procedure 7250	Surgical removal of residual tooth roots (cutting procedure).
Procedure 7285	Biopsy and pathology reports of oral tissue – hard: Refer to oral surgeon.
Procedure 7286	Biopsy and pathology reports of oral tissue – soft: Refer to oral surgeon.
Procedure 7310	Alveolectomy (Alveoloplasty): Is a collective term for the operation by which the shape and condition of the alveolar process is improved for preservation of the residual bone.
Procedure 7430	Excision of benign tumor – lesion diameter up to 1.25 cm.
Procedure 7431	Excision of benign tumor – lesion diameter greater than 1.25 cm.
Procedure 7440	Excision of malignant tumor – lesion diameter up to 1.25 cm.
Procedure 7441	Excision of malignant tumor – lesion diameter greater than 1.25 cm.
Procedure 7465	Destruction of lesion(s) by physical or chemical methods, by report.
Procedure 7510	Incision and drainage of abscess, intraoral soft tissue.
Procedure 7520	Incision and drainage of abscess, extraoral soft tissue.
Procedure 7550	Sequestrectomy for osteomyelitis or bone abscess, superficial.
Procedure 7970	Excision of hyperplastic tissue, per arch: A benefit when inflammatory hyperplastic tissue interferes with normal use of function of a prosthetic appliance.
Procedure 7971	Excision pericoronal gingiva, operculectomy.

I. ADJUNCTIVE GENERAL SERVICES

Must be pre-authorized. Claim must be accompanied by documentation from primary care physician as to the medical necessity.

1. General anesthesia as used for dental pain control means the elimination of all sensation accompanied by a state of unconsciousness.
2. Office (outpatient) general anesthesia may be payable when the provider indicates local anesthesia is contraindicated.

Procedure 9110	Emergency treatment, palliative, per visit.
Procedure 9220	General anesthesia – first thirty (30) minutes.
Procedure 9221	General anesthesia – each additional 15 minutes.
Procedure 9430	Office visit during regular office hours for treatment and/or observation of teeth and supporting structures.

Procedure 9440	Professional visit after regular office hours or to bedside.
Procedure 9930	Post-operative visit, complications (post surgical e.g., osteitis).
Procedure 9940	Occlusal guard, by report.
Procedure 9951	Occlusal adjustment – limited.
Procedure 9952	Occlusal adjustment – complete.

J. UNLISTED PROCEDURES

Procedure 9999	Unlisted procedures; requires definition and requires prior authorization by County for non-emergency procedures..
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VIII. NOT COVERED PROCEDURES

The following are not benefits under the program:

A. DIAGNOSTIC and PREVENTIVE

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

B. ORAL SURGERY

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

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

D. ORTHODONTIC SERVICES

E. RESTORATIVE DENTISTRY

1. Full mouth reconstruction procedure.
2. Cosmetic procedure and restorations (other than those for replacement of structure loss from caries) that are necessary to alter, restore or maintain occlusion. These include:
  - a. Increasing vertical dimension.
  - b. Replacing or stabilizing tooth structure loss by attrition.
  - c. Realignment of teeth.
  - d. Periodontal splinting.
  - e. Gnathologic recordings.

- f. Equilibration.
  - g. Surgical treatment of disturbances of temporomandibular joint.
  - h. Services for the surgical treatment of prognathism or retrognathism.
3. Treatment of incipient or non-active caries as demonstrated radiographically.

F. PROSTHETICS

The program provides for replacement of missing teeth with full dentures or partials using standard procedures, when "medically necessary" by the dentist. A service is "medically necessary" or is a "medical necessity" when it is reasonable to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

Medically necessary dentures or partials must be preauthorized and are limited to once in a five (5) year period, unless rendered totally unfunctional and not repairable.

Treatment involving the following is not covered:

- Specialized techniques
- Precious metal for removable appliances
- Overlays, implants and associated appliances
- Personalization or characterization

COUNTY OF SACRAMENTO		NEGOTIATED RATE AGREEMENT NO. 7275-07/10-709 A3	
ATTACHMENT B AMENDMENT 3			
Fee Schedule FY 2007-FY2009			
CODE	DESCRIPTION	UOS	FEE
00110	Initial oral examination	0.4	\$46.00
00120	Periodic oral examination	0.3	\$34.50
00210	Intraoral-complete series (including bitewings)	0.7	\$80.50
00220	Intraoral-periapical-first film	0.2	\$23.00
00230	Intraoral-periapical-each additional film	0.1	\$11.50
00240	Intraoral-occlusal film	0.3	\$34.50
00270	Bitewing-single film	0.2	\$23.00
00272	Bitewing-two films	0.3	\$34.50
00274	Bitewing-four films	0.4	\$46.00
00330	Panoramic film	0.6	\$69.00
00470	Diagnostic casts	0.6	\$69.00
01110	Prophylaxis-adult	0.6	\$69.00
01120	Prophylaxis-child	0.5	\$57.50
01201	Topical application of fluoride (including prophylaxis)-child	0.6	\$69.00
01203	Topical application of fluoride (prophylaxis not included)-child	0.2	\$23.00
01204	Topical application of fluoride (prophylaxis not included)-adult	0.3	\$34.50
01205	Topical application of fluoride (including prophylaxis)-adult	0.7	\$80.50
01351	Sealant-per tooth	0.3	\$34.50
02110	Amalgam-one surface, primary	0.6	\$69.00
02120	Amalgam-two surfaces, primary	0.7	\$80.50
02130	Amalgam-three surfaces, primary	0.9	\$103.50
02131	Amalgam-four or more surfaces, primary	1.0	\$115.00
02140	Amalgam-one surface, permanent	0.7	\$80.50
02150	Amalgam-two surfaces, permanent	0.9	\$103.50
02160	Amalgam-three surfaces, permanent	1.0	\$115.00
02161	Amalgam-four or more surfaces, permanent	1.2	\$138.00
02330	Resin-one surface, anterior	0.9	\$103.50
02331	Resin-two surfaces, anterior	1.0	\$115.00
02332	Resin-three surfaces, anterior	1.2	\$138.00
02335	Resin-four or more surfaces or involving incisal angle (anterior)	1.7	\$195.50
02750	Crown-porcelain fused to high noble metal	7.8	\$897.00
02751	Crown-porcelain fused to predominantly base metal	6.7	\$770.50
02752	Crown-porcelain fused to noble metal	7.1	\$816.50
02790	Crown-full cast high noble metal	7.0	\$805.00
02791	Crown-full cast predominantly base metal	6.1	\$701.50

Negotiated Rate Agreement No. 7275-07/10-709 A3

Ryan White CARE Program

Attachment B Amendment 3

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02792	Crown-full cast noble metal	7.0	\$805.00
02910	Recement inlay	0.8	\$92.00
02920	Recement crown	0.8	\$92.00
02930	Prefabricated stainless steel crown - primary tooth	1.8	\$207.00
02931	Prefabricated stainless steel crown - permanent tooth	2.1	\$241.50
02950	Core buildup, including any pins	1.3	\$149.50
02951	Pin retention-per tooth, in addition to restoration	0.4	\$46.00
02952	Cast post and core in addition to crown	2.1	\$241.50
02954	Prefabricated post and core in addition to crown	1.9	\$218.50
02970	Temporary crown (fractured tooth)	1.1	\$126.50
02980	Crown repair, by report	2.8	\$322.00
03110	Pulp cap-direct (excluding final restoration)	0.4	\$46.00
03120	Pulp cap-indirect (excluding final restoration)	0.6	\$69.00
03220	Therapeutic pulpotomy (excluding final restoration)	0.8	\$92.00
03310	Anterior root canal (excluding final restoration)	4.1	\$471.50
03320	Bicuspid root canal (excluding final restoration)	4.4	\$506.00
03330	Molar root canal (excluding final restoration)	5.9	\$678.50
03410	Apicoectomy/Periradicular surgery- anterior	3.4	\$391.00
04210	Gingivectomy or gingivoplasty-per quadrant	3.0	\$345.00
04211	Gingivectomy or gingivoplasty-per tooth	0.8	\$92.00
04220	Gingival curettage, surgical, per quadrant, by report	1.5	\$172.50
04240	Gingival flap procedure, including root planing- per quadrant	3.6	\$414.00
04341	Periodontal scaling and root planing per quad	1.4	\$161.00
04910	Periodontal maintenance procedure (following active therapy)	0.8	\$92.00
05110	Complete denture - maxillary	8.1	\$931.50
05120	Complete denture - mandibular	8.1	\$931.50
05130	Immediate denture - maxillary	8.4	\$966.00
05140	Immediate denture - mandibular	8.4	\$966.00
05211	Maxillary partial denture-resin base (including clasps, rests, teeth)	7.1	\$816.50
05212	Mandibular partial denture-resin base (including clasps, rests, teeth)	7.1	\$816.50
05213	Maxillary partial denture-cast metal framework (including clasps, rests, teeth)	9.2	\$1,058.00
05214	Mandibular partial denture - cast metal framework (including clasps, rests, teeth)	9.8	\$1,127.00
05410	Adjust complete denture - maxillary	0.5	\$57.50
05411	Adjust complete denture - mandibular	0.5	\$57.50
05421	Adjust partial denture - maxillary	0.5	\$57.50
05422	Adjust partial denture - mandibular	0.5	\$57.50
05510	Repair broken complete denture base	1.0	\$115.00
05520	Replace missing or broken teeth-complete denture (each tooth)	0.9	\$103.50
05610	Repair resin denture base	1.0	\$115.00
05620	Repair cast framework	1.5	\$172.50
05630	Repair or replace broken clasp	1.5	\$172.50
05640	Replace broken teeth-per tooth	0.9	\$103.50
05650	Add tooth to existing partial denture	1.4	\$161.00
05660	Add clasp to existing partial denture	1.8	\$207.00

05710	Rebase complete maxillary denture	3.4	\$391.00
05711	Rebase complete mandibular denture	3.4	\$391.00
05720	Rebase maxillary partial denture	3.4	\$391.00
05721	Rebase mandibular partial denture	3.5	\$402.50
05730	Reline complete maxillary denture (chairside)	1.7	\$195.50
05731	Reline complete mandibular denture (chairside)	1.7	\$195.50
05740	Reline maxillary partial denture (chairside)	1.7	\$195.50
05741	Reline mandibular partial denture (chairside)	1.7	\$195.50
05750	Reline complete maxillary denture (laboratory)	2.6	\$299.00
05751	Reline complete mandibular denture (laboratory)	2.5	\$287.50
05760	Reline maxillary partial denture (laboratory)	2.5	\$287.50
05761	Reline mandibular partial denture (laboratory)	2.5	\$287.50
05810	Interim complete denture (maxillary)	4.3	\$494.50
05811	Interim complete denture (mandibular)	4.3	\$494.50
05820	Interim partial denture (maxillary)	3.7	\$425.50
05821	Interim partial denture (mandibular)	3.7	\$425.50
05850	Tissue conditioning (maxillary)	1.0	\$115.00
05851	Tissue conditioning (mandibular)	1.0	\$115.00
06210	Pontic-cast high noble metal	7.0	\$805.00
06211	Pontic-cast predominantly base metal	6.1	\$701.50
06212	Pontic-cast noble metal	6.7	\$770.50
06240	Pontic-porcelain fused to high noble metal	7.9	\$908.50
06241	Pontic-porcelain fused to predominantly base metal	6.7	\$770.50
06242	Pontic-porcelain fused to noble metal	7.0	\$805.00
06750	Crown-porcelain fused to high noble metal	7.9	\$908.50
06751	Crown-porcelain fused to predominantly base metal	6.6	\$759.00
06752	Crown-porcelain fused to noble metal	7.0	\$805.00
06790	Crown-full cast high noble metal	7.1	\$816.50
06791	Crown-full cast predominantly base metal	6.3	\$724.50
06792	Crown-full cast noble metal	7.0	\$805.00
06930	Recement fixed partial denture	1.0	\$115.00
06940	Stress breaker	2.6	\$299.00
06970	Cast post and core in addition to fixed partial denture retainer	2.9	\$333.50
06971	Cast post and core as part of a fixed partial denture retainer	2.9	\$333.50
06972	Prefabricated post and core in addition to fixed partial denture retainer	2.3	\$264.50
06973	Core build up for retainer, including any pins	1.8	\$207.00
06980	Fixed partial denture repair, by report	5.5	\$632.50
07110	Single tooth extraction	0.8	\$92.00
07120	Each additional tooth extraction	0.8	\$92.00
07130	Root removal-exposed roots	1.0	\$115.00
07210	Surgical removal of erupted tooth requiring elevation of flap and/or removal of bone	1.3	\$149.50
07220	Removal of impacted tooth-soft tissue	1.5	\$172.50
07230	Removal of impacted tooth-partial bony	2.0	\$230.00
07240	Removal of impacted tooth-complete bony	3.0	\$345.00

07250	Surgical removal of residual tooth roots (cutting procedure)	1.4	\$161.00
07285	Biopsy of oral tissue-hard	2.0	\$230.00
07286	Biopsy of oral tissue-soft	1.5	\$172.50
07310	Alveoloplasty in conjunction with extractions-per quadrant	1.3	\$149.50
07311	Alveoloplasty not in conjunction with extractions-per quadrant	1.3	\$149.50
07430	Excision of benign tumor-lesion diameter up to 1.25 cm	1.4	\$161.00
07431	Excision of benign tumor-lesion diameter greater than 1.25 cm	2.0	\$230.00
07440	Excision of malignant tumor-lesion diameter up to 1.25 cm	2.9	\$333.50
07441	Excision of malignant tumor-lesion diameter greater than 1.25 cm	4.8	\$552.00
07465	Destruction of lesion(s) by physical or chemical methods, by report	2.3	\$264.50
07510	Incision and drainage of abscess-intraoral soft tissue	0.8	\$92.00
07520	Incision and drainage of abscess-extraoral soft tissue	2.1	\$241.50
07550	Sequestrectomy for osteomyelitis	2.9	\$333.50
07970	Excision of hyperplastic tissue-per arch	2.3	\$264.50
07971	Excision of pericoronal gingiva	0.9	\$103.50
09110	Palliative (emergency) treatment of dental pain-minor procedure	0.7	\$80.50
09430	Office visit for observation (during office hours, no other service performed)	0.4	\$46.00
09440	Office visit after regularly scheduled hours	1.0	\$115.00
09930	Treatment of complication (post surgical) unusual circumstances, by report	0.4	\$46.00
09940	Occlusal guard, by report	3.8	\$437.00
09951	Occlusal adjustment-limited	1.0	\$115.00
09952	Occlusal adjustment-complete	3.8	\$437.00
09999	Unspecified adjunctive procedure, by report		\$0.00