Reference
Copy

Original Contract ☐
Amendment I ☒
Amendment II ☐

COUNTY OF SACRAMENTO COST REIMBURSEMEN GREEMENT NO. 7275-07/08-709 A-1

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT, made and entered into as of the 19th day of Feb, 2008, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT, a non-profit California corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

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

WHEREAS, the parties hereto desire to amend AGREEMENT to increase the amount of reimbursement funding for the contract and a corresponding increase in services; and

WHEREAS, the Director of the Department of Health and Human Services, or his designee, is authorized to amend AGREEMENT pursuant to Board Resolution No. 2005-0824.

NOW, THEREFORE, the AGREEMENT is amended as follows:

1. The maximum total payment of $53,468.00 to CONTRACTOR is hereby increased by $106,935.00, for a maximum reimbursable amount of $160,403.00.

2. Exhibits A, A-1 through A-6 are replaced in entirety by Exhibits A Amd 1, A-1 Amd 1 through A-6 Amd 1 attached hereto and incorporated herein by reference.

3. Exhibits C and C-1 to AGREEMENT are replaced in entirety by Exhibits C Amd 1, and C-1 Amd 1 attached hereto and incorporated herein by reference.

4. In all other respects, the above-referenced AGREEMENT, as amended, remains in full force and effect.

5. This Amendment shall be deemed effective as of the day and date first written above.

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

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

By: G Taylor MD Date: 2/19/08

Lynn Frank, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Board Resolution 2005-0824

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT

By: Gayle Erbe-Hamlin Date: 1/17/08

Gayle Erbe-Hamlin, Director of Public Health

94-6000511

Contractor's Employer's Tax Identification Number

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: 11/13/07

EXHIBIT A Amd 1to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT,
hereinafter referred to as "CONTRACTOR"

SPECIAL PROVISIONS

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

I. SERVICE LOCATION(S)

Facility Name(s): El Dorado County Public Health Department
Street Address: 3053 Harrison Ave., Su. 203
City and Zip Code: South Lake Tahoe, CA 96151

Facility Name(s): El Dorado County Public Health Department
Street Address: 550 Pleasant Valley Road, Su. 2E
City and Zip Code: Diamond Springs, CA 95619

II. COUNTY SERVICE PERFORMANCE MONITOR

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

III. CONTRACTOR CONTRACT ADMINISTRATOR

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

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

IV. COUNTY RESIDENCY

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

A. Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento, El Dorado or Placer County address

B. Written statement by homeless shelter staff verifying that the individual has been in shelter residence in Sacramento, El Dorado or Placer County continuously for the previous two weeks

C. Current state issued identification card reflecting a Sacramento, El Dorado or Placer County address

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

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

SCOPE OF SERVICES: AMBULATORY/OUTPATIENT MEDICAL CARE

I. PROJECT DESCRIPTION

A. **Type of Program:** CONTRACTOR will provide Ambulatory/Outpatient Medical Care to People Living with HIV/AIDS (PLWH/A). Contractor will provide comprehensive high quality, client-centered, timely and cost-effective outpatient primary medical services to HIV-infected persons at all stages of disease.

B. **Length of Treatment:** Discharge from Ambulatory/Outpatient Medical Care will terminate upon the client's voluntary departure, death, or by termination on the part of CONTRACTOR from its owned or operated treatment facility. Termination will only be used as a last resort. Alternatives to termination, including conflict resolution and mediation, will be sought. Behavior that is threatening, violent, or endangers self or others will not be tolerated and shall be grounds for termination from the program.

C. **Population:** HIV-infected adults residing in the Sacramento Transitional Grant Area (TGA) which encompasses Sacramento, El Dorado and Placer Counties, who meet the Ryan White CARE Program eligibility guidelines.

II. SERVICES

A. CONTRACTOR will maintain and enhance individual health care by providing Ambulatory/Outpatient Medical Services to adults living with HIV/AIDS in Sacramento TGA. CONTRACTOR shall establish and implement policies and procedures which:

1. Ensure that referred clients receive timely, effective, and quality Ambulatory/Outpatient Medical Care that meets his/her special needs.

2. Incorporates and ensures compliance of ethical standards as established for all health care providers and legal standards as defined by federal and state governments regulating confidentiality (Civil Codes 38.1, 38.2, 38.3, Evidence Code 1012).

3. Incorporates and ensures, to the extent possible, adherence to established HIV clinical practice standards and the most current Public Health Services (PHS) guidelines for treatment and care of adult HIV+ persons.

B. CONTRACTOR will provide access to Ambulatory/Outpatient Medical Services for People Living with HIV/AIDS in the Sacramento TGA. Ambulatory/Outpatient Medical Services will include the following services:

1. Lab Visits.

2. Primary care visits with a 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 shall use best efforts to achieve the outcomes described in sections 2 to 7 below and provide the levels of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 13 clients will receive Ambulatory/Outpatient Medical Services during the project year.

   a) Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 5,454.55 units of service will be provided (1 unit of service = One vendor paid dollar for primary care visit with Health Care Provider).

   b) Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 454.55 units of service will be provided (1 unit of service = 1 vendor paid dollar for lab visit).

   c) Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 227.27 units of service will be provided (1 unit of service – 1 vendor paid dollar for specialty care visit with Health Care Provider).

2. Documentation of on-going medical care will be charted in case files for 100% of clients.

3. The number of Hospital admissions as a ratio of the annual unduplicated caseload will be tracked and trended.

4. The number of emergency room visits as a ratio of the annual unduplicated caseload will be tracked and trended.

5. CD4 Counts and Viral Load counts as a ratio of the annual unduplicated caseload will be tracked and trended.

6. Death Rates per year as a percentage of annual unduplicated clients will be tracked and trended.

7. 70% of clients will receive a minimum of one primary care visit per year (12 month period).

8. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

9. CONTRACTOR will provide screening and treatment to 95% of clients reporting opportunistic infections who remain in care.

10. 60% of clients on HAART therapy will show improved or stable CD4 and viral load counts.

11. 100% of primary care services offered will meet Public Health Standard guidelines.

EXHIBIT A-2 Amd 1to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT,
hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES: CASE MANAGEMENT

I. PROJECT DESCRIPTION

A. **Type of Program:** CONTRACTOR will provide Case Management services to HIV+ persons residing in the Sacramento Transitional Grant Area (TGA) which encompasses Sacramento, El Dorado and Placer Counties. The purpose of this program is to improve the overall health and well being of Persons Living with HIV/AIDS (PLWH/A) by ensuring that all the client's medical and psychosocial concerns are being adequately addressed within a case management system.

B. **Length of Treatment:** Discharge from Case Management services will terminate upon the client's voluntary departure, death, or by termination on the part of CONTRACTOR. Termination will only be used as a last resort. Alternatives to termination, including conflict resolution and mediation, will be sought. Behavior that is threatening, violent, or endangers self or others will not be tolerated and shall be grounds for termination from the program.

C. **Population:** CONTRACTOR'S Case Management program shall target HIV+ men, women, transsexuals, and children residing in the Sacramento TGA. All clients must meet the Ryan White CARE Program eligibility guidelines.

II. SERVICES

A. CONTRACTOR shall perform an intake process on each participant to evaluate client's suitability for CONTRACTOR's 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 Case Management needs. To be eligible for CONTRACTOR Case Management Services, client must be an HIV+ person and must meet the Ryan White CARE Program eligibility guidelines.

B. CONTRACTOR'S 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 Case Management services shall be operated in compliance with the Sacramento HIV Health Planning Council adopted "Standards of Care for Case Management", as amended and found in CONTRACTOR's Ryan White Resource Manual. 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 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 case management services will offer clients the opportunity to have the intake process completed in their home or at a site more accessible for the client than the CONTRACTOR'S regular place of business.

2. Evaluation and Assessment: During the initial intake process, CONTRACTOR shall perform an assessment of medical and psychosocial needs of the participant using the adopted TGA 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.

C. CONTRACTOR shall use best efforts to achieve the outcomes described in sections 3, 4, 5, 6, 7 and 8 below and provide the level of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 1 and a maximum of 83 clients will receive case management services during the project year

2. Number of Units of Service: A minimum of 8 units of service per client and an overall maximum of 8,066.27 units of service will be provided not to exceed the total contract award (1 unit of service = 15 minutes of field based face-to-face encounter or 15 minutes of field based other encounter).

3. 100% of participants will have had an assessment of medical and psychosocial needs, which determined appropriate resource referrals.

4. 100% of program participants will have a Plan of Care prioritizing needs and identifying goals to meet those needs.

5. 70% of unduplicated clients will maintain/achieve their individual care plan objectives as measured over twelve months.

6. Documentation of assistance provided will be charted in case files for 100% of clients.

7. 100% of participants will be reassessed at least once during the project year.

8. Documentation of on-going medical care will be charted in case files for 100% of clients.

9. 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.

10. 100% of clients who do not have an identified primary care provider at intake will receive a referral to an appropriate physician or clinic.

11. _70% of clients receiving case management will maintain routine medical care (minimum one primary care visit per year that includes a CD4 count, viral load test or on ART).

EXHIBIT A-3 Amd 1to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT,
hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICE: MENTAL HEALTH TREATMENT SERVICES

I. PROJECT DESCRIPTION

A. **Type of Services:** CONTRACTOR shall provide outpatient mental health services to HIV+ adults, their family members and caregivers who meet the eligibility requirements for the Sacramento Transitional Grant Area (TGA) Ryan White CARE Program. Outpatient mental health services include crisis intervention sessions, individual evaluation and assessment sessions, and individual counseling sessions.

B. **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.

C. **Population:** Women living with HIV/AIDS in the Sacramento TGA 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 are also eligible to receive mental health services.

D. **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.

II. SERVICES

A. CONTRACTOR shall establish and implement policies and procedures which:

1. Ensure that referred clients receive timely, effective, and quality mental health services that meet his/her special needs.

2. Incorporate and ensure compliance 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).

B. CONTRACTOR shall provide individualized therapeutic interventions that address the presenting problem and mental health diagnosis of the referred client as evidenced by client chart documentation and internal utilization review.

C. CONTRACTOR shall establish and implement clinical oversight and monitoring systems which:

1. Address treatment issues, discharge planning, and scope of practice.

2. Ensure that client cases and documentation of cases are opened and closed in a timely and appropriate manner.

3. Include regular internal utilization review meetings by which charts/documentation of referred clients are thoroughly reviewed by agency staff.

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

E. 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.

F. CONTRACTOR shall provide referral and linkages to other county and community based services when clinically appropriate.

G. CONTRACTOR shall ensure interagency coordination, communication, and/or collaboration of services with other agencies with which the referred client is involved as evidenced by client chart documentation and internal utilization review.

H. CONTRACTOR shall provide 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.

I. CONTRACTOR shall demonstrate program effectiveness through performance outcomes.

J. 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.

K. CONTRACTOR shall provide services at hours that are convenient and acceptable to the referred client.

III. SERVICE DELIVERY REQUIREMENTS

A. 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 or staff becomes available, clients placed on the waiting list should be seen in order of need.

B. Service Eligibility for Non-Infected Clients: Non-infected individuals may be appropriate candidates for CARE Act services in limited situations, but these services must always have at least indirect benefit to a person with HIV. The Sacramento TGA's adopted Mental Health Service Standards outline these limited circumstances.

C. Evaluation and Assessment: During the initial intake process, CONTRACTOR shall perform an assessment of medical and psychosocial needs of the participant using the adopted TGA Case Management Service Standards as a guide to determine appropriate service and/or resource referrals.

D. CONTRACTOR shall document assessments, client plans, and progress notes, which accurately represent the mental health service provided and client progress.

E. 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.

F. 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.

G. CONTRACTOR shall use best efforts to achieve the outcomes described in sections 3, 4, 5, 6, 7 and 8 below and provide the level of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 2 adults will receive individual psychological counseling services.

2. Number of Units of Service: A maximum of 1,363.64 units of service will be provided at the maximum billing rate (1 unit of service = 1vendor paid dollar for individual psychological counseling session).

3. 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 the C.A.R.E. Program year commencing March 1, 2007.

4. 100% of participants will have completed a post-survey at the time they complete treatment at the agency or at the end of the C.A.R.E. Program year on February 29, 2008 whichever event comes first.

5. 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.

6. 100% of client survey responses will be reported to the Sacramento TGA Ryan White CARE Program.

7. 100% of clients who do not have an identified primary care provider at the time of Intake will receive a referral and access an appropriate physician or clinic during the program year.

8. 60% of HIV+ clients who receive mental health services will report increased functionality within 90 days of start of treatment.

EXHIBIT A-4 Amd 1to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT,
hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES: SUPPORT SERVICE-TRANSPORTATION

I. PROJECT DESCRIPTION

A. **Type of Service:** CONTRACTOR will provide Support Services in the form of 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 – Transportation shall provide assistance to promote quality of life and remove major barriers that prevent PLWH/A from accessing needed primary medical care.

B. **Population:** Persons living with HIV/AIDS in the Sacramento Transitional Grant Area (TGA), which encompasses El Dorado, Placer, and Sacramento Counties, with a primary focus on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).

C. **Goal:** Desired outcome is to provide basic Support Services - Transportation to persons living with HIV/AIDS in the Sacramento TGA and to improve their ability to enter into and/or remain in primary medical care.

II. SERVICES

A. CONTRACTOR will maintain and enhance individual health care by providing Support Services to PLWH/A in the Sacramento TGA. CONTRACTOR shall establish and implement policies and procedures that ensure the referred client receives timely, effective, and quality Support Services - Transportation that meet their individual needs as determined by a Plan of Care developed by a Sacramento TGA case management agency that is Ryan White CARE Program funded. Exceptions: clients receiving volunteer-based Transportation Services, Buddy/Companion Services, Peer/Support Groups and/or Service Outreach/Case Funding, do not require case management participation.

B. CONTRACTOR shall ensure Support Services – Transportation are designed as coordinated services to facilitate access to primary medical care and to promote continuity of care. It is the intent of these services to improve the quality of life of persons living with HIV/AIDS in the Sacramento TGA.

C. CONTRACTOR shall perform an intake process for each client meeting eligibility criteria for 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 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.

D. 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.

E. CONTRACTOR shall provide a minimum level of service delivery as follows:

1. **SS-Transportation:** Conveyance services provided to a client in order to access medical care or HIV-related psychosocial services and transportation to basic local, state, and federal entitlement program facility sites within the TGA only. Conveyance may be provided through joint-agency arrangement for volunteer-based transportation services, routinely or on an emergency basis via bus passes, or as a last resort, and clearly documented as an immediate need, taxicab services through an appropriate vendor.

2. Unduplicated Clients: A minimum of 65 clients will receive transportation assistance during the contract year.

3. Units of Service: A maximum of 4,727.27 units of service will be provided at the maximum billing rate (1 unit of service = 1 vendor paid transportation dollar).

III. INTENDED OUTCOMES

A. CONTRACTOR shall strive to achieve the minimum and maximum service deliveries as described in Section II listed above.

B. CONTRACTOR shall ensure documentation of intake process be charted in case files for 100% of clients.

C. CONTRACTOR shall ensure that 100% of program participants have a Plan of Care developed by a Sacramento TGA Ryan White CARE Program funded case management agency. Exceptions: clients receiving Volunteer-based Transportation Services, Buddy/Companion Services, and/or Service Outreach/Case Finding, which do not require case management participation.

D. CONTRACTOR shall offer 100% of participants an array of transportation service options to overcome barriers to accessing primary medical care.

E. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

F. CONTRACTOR shall ensure documentation of on-going medical care will be charted in case files for 100% of clients.

G. 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).

H. 70% of Transportation clients will maintain routine medical care (minimum one primary care visit per year that includes a CD4 count, viral load or on ART).

I. 75% of clients showing evidence of need for transportation services will receive transportation for HIV/AIDS related care appointments.

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

SCOPE OF SERVICES: ORAL HEALTH CARE

I. PROJECT DESCRIPTION

A. **Type of Program:** CONTRACTOR will provide Oral Health Care to People Living with HIV/AIDS (PLWH). 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 CARE Program Part A-Ryan White HIV Dental Program Operations Manual attached as Attachment A.

C. **Population:** HIV infected persons in the Sacramento TGA with a primary focus on persons who need improvement in dental health.

II. SERVICES

A. CONTRACTOR will maintain and enhance individual health care by providing Oral Health Care to People Living with HIV/AIDS in the Sacramento TGA.

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, 38.3, Evidence Code 1012).

3. CONTRACTOR will provide access to Oral Health Care for People Living with HIV/AIDS in the Sacramento TGA. Oral Health Care will be limited to the services listed in the Ryan White CARE Program Covered Dental Procedures Units of Services (UOS) Schedule 2007/2008 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 a lack of funding or available staff. Client's 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 or staff become available, clients placed on the waiting list 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 their 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.

B. CONTRACTOR shall provide the level of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 1 client and a maximum of 3 clients will receive Oral Health Care during the project year.

2. Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 3,636.36 units of service will be provided at the maximum billing rate (1 unit of service = 1 vendor paid dollar for dental visit).

3. 70% of dental clients will maintain routine medical care (minimum one primary care visit per year that includes a CD4 count, viral load or on ART).

4. 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.

III. COUNTY RESIDENCY

Funding provided under Exhibit A-1 of this Agreement is for services to Sacramento, El Dorado and Placer County residents only. A person is a Sacramento, El Dorado or Placer County resident if he/she is currently staying in one of these counties with the intent to remain and live in one of the specified counties. Any person who comes to Sacramento, El Dorado or Placer County for the express purpose of qualifying to receive services from a COUNTY-funded program, and intends to leave the county after receipt of services, is not considered a resident. Proof of residency can be established by the following:

A. Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento, El Dorado or Placer County address.

B. Written statement by homeless shelter staff verifying that the individual has been in shelter residence in Sacramento, El Dorado or Placer County continuously for the previous two weeks.

C. Current state issued identification card reflecting a Sacramento, El Dorado or Placer County address.

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

EXHIBIT A-6 Amd 1to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT,
hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES: EMERGENCY FINANCIAL ASSISTANCE

I. PROJECT DESCRIPTION

A. **Type of Service**: CONTRACTOR will provide Emergency Financial Assistance 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 shall provide assistance to promote quality of life and remove major barriers that prevent PLWH/A from accessing needed primary medical care..

B. **Population**: Persons living with HIV/AIDS in the Sacramento Transitional Grant Area (TGA), which encompasses El Dorado, Placer, and Sacramento Counties, with a primary focus on those persons who receive and/or enter and remain in primary medical care for their HIV/AIDS related condition(s).

C. **Goal:** Desired outcome is to provide basic Emergency Financial Assistance to persons living with HIV/AIDS in the Sacramento TGA and to improve their ability to enter into and/or remain in primary medical care.

II. SERVICES

A. CONTRACTOR will maintain and enhance individual health care by providing Emergency Financial Assistance to PLWH/A in the Sacramento TGA. CONTRACTOR shall establish and implement policies and procedures that ensure the referred client receives timely and effective Emergency Financial Assistance that meets their individual needs as determined by a Plan of Care developed by a Sacramento TGA case management agency that is Ryan White CARE Program funded.

B. CONTRACTOR shall ensure Emergency Financial Assistance is designed as a coordinated service to facilitate access to primary medical care and to promote continuity of care. It is the intent of these services to improve the quality of life of persons living with HIV/AIDS in the Sacramento TGA.

C. 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 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.

D. 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.

E. CONTRACTOR shall provide a minimum level of service delivery as follows:

1. **Other Critical Needs**: Services developed to meet the needs of clients not listed in other support service categories, such as short-term direct emergency financial assistance for health insurance premiums and other critical needs. Payment on behalf of client shall be made to the provider of said assistance or need directly. Ryan White CARE Program-funded clients shall not receive any direct financial assistance payments.

a. Unduplicated Clients: A minimum of 17 clients will receive emergency financial assistance for other critical needs during the contract year.

b. Units of Service: A maximum of 7,130.00 units of service will be provided at the maximum billing rate (1 unit of service = 1 other critical need dollar).

III. INTENDED OUTCOMES

A. CONTRACTOR shall strive to achieve the minimum and maximum service deliveries as described in Section II listed above.

B. CONTRACTOR shall ensure documentation of intake process be charted in case files for 100% of clients.

C. CONTRACTOR shall ensure that 100% of program participants have a Plan of Care developed by a Sacramento TGA Ryan White CARE Program funded case management agency.

D. CONTRACTOR shall offer 100% of participants, emergency financial assistance to overcome barriers to accessing primary medical care.

E. CONTRACTOR shall document in individualized case file for 100% of clients: Proof of need and 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.

F. CONTRACTOR shall document all other resources available to client and other private and community resources attempted and/or accessed prior to using Ryan White CARE Act funds (i.e. payor of last resort)

G. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

H. Documentation of on-going medical care will be charted in case files for 100% of clients.

I. 70% of clients accessing Emergency Financial Assistance will continue to access routine medical care (Minimum one primary care visit per year that includes a CD4 count, viral load test or on ART).

J. CONTRACT shall adhere to service standards and directives as determined by the HIV Health Services Planning Council.

ATTACHMENT A

PART A – RYAN WHITE HIV DENTAL PROGRAM OPERATIONS MANUAL

I. 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 repot 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..

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 sever pain.

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

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 **COST REIMBURSEMENT AGREEMENT NO. 7275-07/08-709 A-1**

ATTACHMENT B
Fee Schedule

CODE	DESCRIPTION	UOS	FEE
00110	Initial oral examination	0.4	$41.20
00120	Periodic oral examination	0.3	$30.90
00210	Intraoral-complete series (including bitewings)	0.7	$72.10
00220	Intraoral-periapical-first film	0.2	$20.60
00230	Intraoral-periapical-each additional film	0.1	$10.30
00240	Intraoral-occlusal film	0.3	$30.90
00270	Bitewing-single film	0.2	$20.60
00272	Bitewing-two films	0.3	$30.90
00274	Bitewing-four films	0.4	$41.20
00330	Panoramic film	0.6	$61.80
00470	Diagnostic casts	0.6	$61.80
01110	Prophylaxis-adult	0.6	$61.80
01120	Prophylaxis-child	0.5	$51.50
01201	Topical application of fluoride (including prophylaxis)-child	0.6	$61.80
01203	Topical application of fluoride (prophylaxis not included)-child	0.2	$20.60
01204	Topical application of fluoride (prophylaxis not included)-adult	0.3	$30.90
01205	Topical application of fluoride (including prophylaxis)-adult	0.7	$72.10
01351	Sealant-per tooth	0.3	$30.90
02110	Amalgam-one surface, primary	0.6	$61.80
02120	Amalgam-two surfaces, primary	0.7	$72.10
02130	Amalgam-three surfaces, primary	0.9	$92.70
02131	Amalgam-four or more surfaces, primary	1.0	$103.00
02140	Amalgam-one surface, permanent	0.7	$72.10
02150	Amalgam-two surfaces, permanent	0.9	$92.70
02160	Amalgam-three surfaces, permanent	1.0	$103.00
02161	Amalgam-four or more surfaces, permanent	1.2	$123.60
02330	Resin-one surface, anterior	0.9	$92.70
02331	Resin-two surfaces, anterior	1.0	$103.00
02332	Resin-three surfaces, anterior	1.2	$123.60
02335	Resin-four or more surfaces or involving incisal angle (anterior)	1.7	$175.10
02750	Crown-porcelain fused to high noble metal	7.8	$803.40
02751	Crown-porcelain fused to predominantly base metal	6.7	$690.10
02752	Crown-porcelain fused to noble metal	7.1	$731.30
02790	Crown-full cast high noble metal	7.0	$721.00
02791	Crown-full cast predominantly base metal	6.1	$628.30

02792	Crown-full cast noble metal	7.0	$721.00
02910	Recement inlay	0.8	$82.40
02920	Recement crown	0.8	$82.40
02930	Prefabricated stainless steel crown - primary tooth	1.8	$185.40
02931	Prefabricated stainless steel crown - permanent tooth	2.1	$216.30
02950	Core buildup, including any pins	1.3	$133.90
02951	Pin retention-per tooth, in addition to restoration	0.4	$41.20
02952	Cast post and core in addition to crown	2.1	$216.30
02954	Prefabricated post and core in addition to crown	1.9	$195.70
02970	Temporary crown (fractured tooth)	1.1	$113.30
02980	Crown repair, by report	2.8	$288.40
03110	Pulp cap-direct (excluding final restoration)	0.4	$41.20
03120	Pulp cap-indirect (excluding final restoration)	0.6	$61.80
03220	Therapeutic pulpotomy (excluding final restoration)	0.8	$82.40
03310	Anterior root canal (excluding final restoration)	4.1	$422.30
03320	Bicuspid root canal (excluding final restoration)	4.4	$453.20
03330	Molar root canal (excluding final restoration)	5.9	$607.70
03410	Apicoectomy/Periradicular surgery- anterior	3.4	$350.20
04210	Gingivectomy or gingivoplasty-per quadrant	3.0	$309.00
04211	Gingivectomy or gingivoplasty-per tooth	0.8	$82.40
04220	Gingival curettage, surgical, per quadrant, by report	1.5	$154.50
04240	Gingival flap procedure, including root planing- per quadrant	3.6	$370.80
04341	Periodontal scaling and root planing per quad	1.4	$144.20
04910	Periodontal maintenance procedure (following active therapy)	0.8	$82.40
05110	Complete denture - maxillary	8.1	$834.30
05120	Complete denture - mandibular	8.1	$834.30
05130	Immediate denture - maxillary	8.4	$865.20
05140	Immediate denture - mandibular	8.4	$865.20
05211	Maxillary partial denture-resin base (including clasps, rests, teeth)	7.1	$731.30
05212	Mandibular partial denture-resin base (including clasps, rests, teeth)	7.1	$731.30
05213	Maxillary partial denture-cast metal framework (including clasps, rests, teeth)	9.2	$947.60
05214	Mandibular partial denture - cast metal framework (including clasps, rests, teeth)	9.8	$1,009.40
05410	Adjust complete denture - maxillary	0.5	$51.50
05411	Adjust complete denture - mandibular	0.5	$51.50
05421	Adjust partial denture - maxillary	0.5	$51.50
05422	Adjust partial denture - mandibular	0.5	$51.50
05510	Repair broken complete denture base	1.0	$103.00
05520	Replace missing or broken teeth-complete denture (each tooth)	0.9	$92.70
05610	Repair resin denture base	1.0	$103.00
05620	Repair cast framework	1.5	$154.50
05630	Repair or replace broken clasp	1.5	$154.50
05640	Replace broken teeth-per tooth	0.9	$92.70
05650	Add tooth to existing partial denture	1.4	$144.20
05660	Add clasp to existing partial denture	1.8	$185.40

05710	Rebase complete maxillary denture	3.4	$350.20
05711	Rebase complete mandibular denture	3.4	$350.20
05720	Rebase maxillary partial denture	3.4	$350.20
05721	Rebase mandibular partial denture	3.5	$360.50
05730	Reline complete maxillary denture (chairside)	1.7	$175.10
05731	Reline complete mandibular denture (chairside)	1.7	$175.10
05740	Reline maxillary partial denture (chairside)	1.7	$175.10
05741	Reline mandibular partial denture (chairside)	1.7	$175.10
05750	Reline complete maxillary denture (laboratory)	2.6	$267.80
05751	Reline complete mandibular denture (laboratory)	2.5	$257.50
05760	Reline maxillary partial denture (laboratory)	2.5	$257.50
05761	Reline mandibular partial denture (laboratory)	2.5	$257.50
05810	Interim complete denture (maxillary)	4.3	$442.90
05811	Interim complete denture (mandibular)	4.3	$442.90
05820	Interim partial denture (maxillary)	3.7	$381.10
05821	Interim partial denture (mandibular)	3.7	$381.10
05850	Tissue conditioning (maxillary)	1.0	$103.00
05851	Tissue conditioning (mandibular)	1.0	$103.00
06210	Pontic-cast high noble metal	7.0	$721.00
06211	Pontic-cast predominantly base metal	6.1	$628.30
06212	Ponic-cast noble metal	6.7	$690.10
06240	Pontic-porcelain fused to high noble metal	7.9	$813.70
06241	Pontic-porcelain fused to predominantly base metal	6.7	$690.10
06242	Pontic-porcelain fused to noble metal	7.0	$721.00
06750	Crown-porcelain fused to high noble metal	7.9	$813.70
06751	Crown-porcelain fused to predominantly base metal	6.6	$679.80
06752	Crown-porcelain fused to noble metal	7.0	$721.00
06790	Crown-full cast high noble metal	7.1	$731.30
06791	Crown-full cast predominantly base metal	6.3	$648.90
06792	Crown-full cast noble metal	7.0	$721.00
06930	Recement fixed partial denture	1.0	$103.00
06940	Stress breaker	2.6	$267.80
06970	Cast post and core in addition to fixed partial denture retainer	2.9	$298.70
06971	Cast post and core as part of a fixed partial denture retainer	2.9	$298.70
06972	Prefabricated post and core in addition to fixed partial denture retainer	2.3	$236.90
06973	Core build up for retainer, including any pins	1.8	$185.40
06980	Fixed partial denture repair, by report	5.5	$566.50
07110	Single tooth extraction	0.8	$82.40
07120	Each additional tooth extraction	0.8	$82.40
07130	Root removal-exposed roots	1.0	$103.00
07210	Surgical removal of erupted tooth requiring elevation of flap and/or removal of bone	1.3	$133.90
07220	Removal of impacted tooth-soft tissue	1.5	$154.50
07230	Removal of impacted tooth-partial bony	2.0	$206.00
07240	Removal of impacted tooth-complete bony	3.0	$309.00

07250	Surgical removal of residual tooth roots (cutting procedure)	1.4	$144.20
07285	Biopsy of oral tissue-hard	2.0	$206.00
07286	Biopsy of oral tissue-soft	1.5	$154.50
07310	Alveoloplasty in conjunction with extractions-per quadrant	1.3	$133.90
07311	Alveoloplasty not in conjunction with extractions-per quadrant	1.3	$133.90
07430	Excision of benign tumor-lesion diameter up to 1.25 cm	1.4	$144.20
07431	Excision of benign tumor-lesion diameter greater than 1.25 cm	2.0	$206.00
07440	Excision of malignant tumor-lesion diameter up to 1.25 cm	2.9	$298.70
07441	Excision of malignant tumor-lesion diameter greater than 1.25 cm	4.8	$494.40
07465	Destruction of lesion(s) by physical or chemical methods, by report	2.3	$236.90
07510	Incision and drainage of abscess-intraoral soft tissue	0.8	$82.40
07520	Incision and drainage of abscess-extraoral soft tissue	2.1	$216.30
07550	Sequestrectomy for osteomyelitis	2.9	$298.70
07970	Excision of hyperplastic tissue-per arch	2.3	$236.90
07971	Excision of pericoronal gingiva	0.9	$92.70
09110	Palliative (emergency) treatment of dental pain-minor procedure	0.7	$72.10
09430	Office visit for observation (during office hours, no other service performed)	0.4	$41.20
09440	Office visit after regularly scheduled hours	1.0	$103.00
09930	Treatment of complication (post surgical) unusual circumstances, by report	0.4	$41.20
09940	Occlusal guard, by report	3.8	$391.40
09951	Occlusal adjustment-limited	1.0	$103.00
09952	Occlusal adjustment-complete	3.8	$391.40
09999	Unspecified adjunctive procedure, by report		$0.00

EXHIBIT C Amd 1 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Total Maximum Payment Amount under this Agreement is: $160,403

B. CONTRACTOR shall be reimbursed in accordance with the Budget set forth below and Exhibit C-1.

II. BUDGET

The Budget for this Agreement is outlined below.

RYAN WHITE DIRECT SERVICES

A	B	C
Line	**Budget Item**	**Total Expenses per Budget Item Requested from CARE Program**
	Personnel Expenses	
1	Sr. Accountant (M.Raines) (10% of $64,290 Annual Salary)	$6,429.00
2	Benefits x 12 mos at 41.5% of Salaries	$2,671.00
	Total Personnel	**$9,100.00**
3	**Operating Expenses**	
4	Subcontract	$151,303.00
5	**Total Operating Expense**	**$151,303.00**
6	**Total Direct Expenses**	**$160,403.00**
7	**Indirect Expenses**	$0.00
	TOTAL SERVICE CATEGORY BUDGET	**$160,403.00**

EXHIBIT C-1 Amd 1 to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
hereinafter referred to as "CONTRACTOR"

BUDGET NARRATIVE
Ryan White CARE Program
Service Category: Direct Services

RYAN WHITE SERVICES BUDGET NARRATIVE	
Line Item	**Amount**
PERSONNEL	
Sr. Accountant - (Raines): 10% of FTE @ $64,290 per year. Reviews and reconciles subcontractor claims for Ryan White Services for submission to Fiscal Agent.	$6,429.00
FRINGE BENEFITS: Includes insurance benefits, retirement, workman's compensation, parking or bus pass reimbursement, payroll taxes, etc. (41.5%)	$2,671.00
TOTAL PERSONNEL EXPENSES	**$9,100.00**
OPERATING EXPENSES	
SUBCONTRACT: Subcontract with Sierra Foothills AIDS Foundation to provide Case Management inlcuding intake/assessment, ambulatory care, food vouchers and nutritional supplements; mental health, transportation, dental services, prescription medications, alternative/complementary therapy services; housing assistance and other critical need financial assistance.	$151,303.00
TOTAL OPERATING EXPENSES	**$151,303.00**
TOTAL DIRECT EXPENSES	**$160,403.00**
INDIRECT COSTS: Includes but is not limited to, program oversight and administrative support services including, accounting services, maintenance of personnel files and procedures, and legal services associated with personnel and other operations; insurance, payroll services, pension plan administration, other benefits administration, audit and expenses, operating expenses associated with the administrative services. Calculated at 10% of direct costs.	$0.00
TOTAL ANNUAL BUDGET	**$160,403.00**

COUNTY OF SACRAMENTO **COST REIMBURSEMENT AGREEMENT NO. 7275-07/08-709**

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of March, 2007, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, Title I of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act planning process supports direct services for people living with HIV disease (PLWHs) and creates a comprehensive, participatory planning process designed to ensure that local health care and social service programs are responsive to individuals living with HIV disease; and

WHEREAS, the designated grantee for the Title I Ryan White CARE Program for the Sacramento County Eligible Metropolitan Area (EMA) is the COUNTY; and

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

WHEREAS, the Director of the Department of Health and Human Services is authorized to enter into AGREEMENT pursuant to Sacramento County Resolution No. 2005-0824, approved June 21, 2005;

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

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

I. SCOPE OF SERVICES

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

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on February 29, 2008.

III. NOTICE

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

TO COUNTY

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

TO CONTRACTOR

El Dorado County Public Health Department
929 Spring Street
Placerville, CA 95667

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

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

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

VI. LICENSES AND PERMITS

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. STATUS OF CONTRACTOR

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

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

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

A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

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

XIII. CONFLICT OF INTEREST

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

XIV. USE OF FUNDS

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.) and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR warrants that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses and date related issues, and shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations. CONTRACTOR'S indemnification obligations to COUNTY under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

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

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the tenth (10th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

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

XXII. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

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

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

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

XXVII. DIRECTOR

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

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXIX. TERMINATION

A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by

COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) or if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

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

XXXI. AUDITS AND RECORDS

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

XXXII. PRIOR AGREEMENTS

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

XXXIII. DUPLICATE COUNTERPARTS

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

XXXIV. DEBARMENT OR SUSPENSION

45 CFR Part 76.100 (Code of Federal Regulations), which applies to any contract that receives Federal funding, provides that Federal funds may not be used if the contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. If 45 CFR Part 76.100 applies to this Agreement, then CONTRACTOR shall execute the Certification Regarding Debarment And Suspension contained in Exhibit G attached hereto and incorporated by reference herein, and shall comply with its provisions.

XXXV. CHARITABLE CHOICE 42 CFR PART 54

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

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;

2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR Part 54.3);

3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4);

4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5);

5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42CFR Part 54.7);

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;

7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8); and,

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8).

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

XXXVI. ADDITIONAL PROVISIONS

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

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

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

By _____
Lynn Frank, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

Date: 7/23/07

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT

By _____
Gayle Erbe-Hamlin, Director for Public Health

Date: 6/29/07

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Michael Back Date: April 3, 2007

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

SPECIAL PROVISIONS

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

I. SERVICE LOCATION(S)

Facility Name(s): El Dorado County Public Health Department
Street Address: 3053 Harrison Ave., Su. 203
City and Zip Code: South Lake Tahoe, CA 96151

Facility Name(s): El Dorado County Public Health Department
Street Address: 550 Pleasant Valley Road, Su. 2E
City and Zip Code: Diamond Springs, CA 95619

II. COUNTY SERVICE PERFORMANCE MONITOR

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

III. CONTRACTOR CONTRACT ADMINISTRATOR

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

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

IV. COUNTY RESIDENCY

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

A. Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento, El Dorado or Placer County address

B. Written statement by homeless shelter staff verifying that the individual has been in shelter residence in Sacramento, El Dorado or Placer County continuously for the previous two weeks

C. Current state issued identification card reflecting a Sacramento, El Dorado or Placer County address

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

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

SCOPE OF SERVICES: AMBULATORY/OUTPATIENT MEDICAL CARE

I. PROJECT DESCRIPTION

A. **Type of Program:** CONTRACTOR will provide Ambulatory/Outpatient Medical Care to People Living with HIV/AIDS (PLWH/A). Contractor will provide comprehensive high quality, client-centered, timely and cost-effective outpatient primary medical services to HIV-infected persons at all stages of disease.

B. **Length of Treatment:** Discharge from Ambulatory/Outpatient Medical Care will terminate upon the client's voluntary departure, death, or by termination on the part of CONTRACTOR from its owned or operated treatment facility. Termination will only be used as a last resort. Alternatives to termination, including conflict resolution and mediation, will be sought. Behavior that is threatening, violent, or endangers self or others will not be tolerated and shall be grounds for termination from the program.

C. **Population:** HIV-infected adults residing in the Sacramento Eligible Metropolitan Area (EMA) which encompasses Sacramento, El Dorado and Placer Counties, who meet the Ryan White CARE Program eligibility guidelines.

II. SERVICES

A. CONTRACTOR will maintain and enhance individual health care by providing Ambulatory/Outpatient Medical Services to adults living with HIV/AIDS in Sacramento EMA. CONTRACTOR shall establish and implement policies and procedures which:

1. Ensure that referred clients receive timely, effective, and quality Ambulatory/Outpatient Medical Care that meets his/her special needs.

2. Incorporates and ensures compliance of ethical standards as established for all health care providers and legal standards as defined by federal and state governments regulating confidentiality (Civil Codes 38.1, 38.2, 38.3, Evidence Code 1012).

3. Incorporates and ensures, to the extent possible, adherence to established HIV clinical practice standards and the most current Public Health Services (PHS) guidelines for treatment and care of adult HIV+ persons.

B. CONTRACTOR will provide access to Ambulatory/Outpatient Medical Services for People Living with HIV/AIDS in the Sacramento EMA. Ambulatory/Outpatient Medical Services will include the following services:

1. Lab Visits.

2. Primary care visits with a 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 shall use best efforts to achieve the outcomes described in sections 2 to 7 below and provide the levels of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 8 clients will receive Ambulatory/Outpatient Medical Services during the project year.

   a) Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 2,181.82 units of service will be provided (1 unit of service = One vendor paid dollar for primary care visit with Health Care Provider).

   b) Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 454.55 units of service will be provided (1 unit of service = 1 vendor paid dollar for lab visit).

   c) Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 454.55 units of service will be provided (1 unit of service – 1 vendor paid dollar for specialty care visit with Health Care Provider).

2. Documentation of on-going medical care will be charted in case files for 100% of clients.

3. The number of Hospital admissions as a ratio of the annual unduplicated caseload will be tracked and trended.

4. The number of emergency room visits as a ratio of the annual unduplicated caseload will be tracked and trended.

5. CD4 Counts and Viral Load counts as a ratio of the annual unduplicated caseload will be tracked and trended.

6. Death Rates per year as a percentage of annual unduplicated clients will be tracked and trended.

7. 70% of clients will receive a minimum of one primary care visit per year (12 month period).

8. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

9. CONTRACTOR will provide screening and treatment to 95% of clients reporting opportunistic infections who remain in care.

10. 60% of clients on HAART therapy will show improved or stable CD4 and viral load counts.

11. 100% of primary care services offered will meet Public Health Standard guidelines.

EXHIBIT A-2 to Agreement
between the COUNTY OF SACRAMENTO,
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hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES: CASE MANAGEMENT

I. PROJECT DESCRIPTION

A. **Type of Program:** CONTRACTOR will provide Case Management services to HIV+ persons residing in the Sacramento Eligible Metropolitan Area (EMA) which encompasses Sacramento, El Dorado and Placer Counties. The purpose of this program is to improve the overall health and well being of Persons Living with HIV/AIDS (PLWH/A) by ensuring that all the client's medical and psychosocial concerns are being adequately addressed within a case management system.

B. **Length of Treatment:** Discharge from Case Management services will terminate upon the client's voluntary departure, death, or by termination on the part of CONTRACTOR. Termination will only be used as a last resort. Alternatives to termination, including conflict resolution and mediation, will be sought. Behavior that is threatening, violent, or endangers self or others will not be tolerated and shall be grounds for termination from the program.

C. **Population:** CONTRACTOR'S Case Management program shall target HIV+ men, women, transsexuals, and children residing in the Sacramento EMA. All clients must meet the Ryan White CARE Program eligibility guidelines.

II. SERVICES

A. CONTRACTOR shall perform an intake process on each participant to evaluate client's suitability for CONTRACTOR's 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 Case Management needs. To be eligible for CONTRACTOR Case Management Services, client must be an HIV+ person and must meet the Ryan White CARE Program eligibility guidelines.

B. CONTRACTOR'S 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 Case Management services shall be operated in compliance with the Sacramento HIV Health Planning Council adopted "Standards of Care for Case Management", as amended and found in CONTRACTOR's Ryan White Resource Manual. 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 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 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 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.

C. CONTRACTOR shall use best efforts to achieve the outcomes described in sections 3, 4, 5, 6, 7 and 8 below and provide the level of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 1 and a maximum of 28 clients will receive case management services during the project year

2. Number of Units of Service: A minimum of 8 units of service per client and an overall maximum of 2,702.56 units of service will be provided not to exceed the total contract award (1 unit of service = 15 minutes of field based face-to-face encounter or 15 minutes of field based other encounter).

3. 100% of participants will have had an assessment of medical and psychosocial needs, which determined appropriate resource referrals.

4. 100% of program participants will have a Plan of Care prioritizing needs and identifying goals to meet those needs.

5. 70% of unduplicated clients will maintain/achieve their individual care plan objectives as measured over twelve months.

6. Documentation of assistance provided will be charted in case files for 100% of clients.

7. 100% of participants will be reassessed at least once during the project year.

8. Documentation of on-going medical care will be charted in case files for 100% of clients.

9. 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.

10. 100% of clients who do not have an identified primary care provider at intake will receive a referral to an appropriate physician or clinic.

11. _70% of clients receiving case management will maintain routine medical care (minimum one primary care visit per year that includes a CD4 count, viral load test or on ART).

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

SCOPE OF SERVICE: MENTAL HEALTH TREATMENT SERVICES

I. PROJECT DESCRIPTION

A. **Type of Services:** CONTRACTOR shall provide outpatient mental health services to HIV+ adults, their family members and caregivers who meet the eligibility requirements for the Sacramento Eligible Metropolitan Area (EMA) Ryan White CARE Program. Outpatient mental health services include crisis intervention sessions, individual evaluation and assessment sessions, and individual counseling sessions.

B. **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.

C. **Population:** Women living with HIV/AIDS in the Sacramento EMA 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 are also eligible to receive mental health services.

D. **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.

II. SERVICES

A. CONTRACTOR shall establish and implement policies and procedures which:

1. Ensure that referred clients receive timely, effective, and quality mental health services that meet his/her special needs.

2. Incorporate and ensure compliance 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).

B. CONTRACTOR shall provide individualized therapeutic interventions that address the presenting problem and mental health diagnosis of the referred client as evidenced by client chart documentation and internal utilization review.

C. CONTRACTOR shall establish and implement clinical oversight and monitoring systems which:

1. Address treatment issues, discharge planning, and scope of practice.

2. Ensure that client cases and documentation of cases are opened and closed in a timely and appropriate manner.

3. Include regular internal utilization review meetings by which charts/documentation of referred clients are thoroughly reviewed by agency staff.

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

E. 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.

F. CONTRACTOR shall provide referral and linkages to other county and community based services when clinically appropriate.

G. CONTRACTOR shall ensure interagency coordination, communication, and/or collaboration of services with other agencies with which the referred client is involved as evidenced by client chart documentation and internal utilization review.

H. CONTRACTOR shall provide 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.

I. CONTRACTOR shall demonstrate program effectiveness through performance outcomes.

J. 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.

K. CONTRACTOR shall provide services at hours that are convenient and acceptable to the referred client.

III. SERVICE DELIVERY REQUIREMENTS

A. 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. Client's 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 or staff become available, clients placed on the waiting list should be seen in order of need.

B. 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.

C. 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.

D. CONTRACTOR shall document assessments, client plans, and progress notes, which accurately represent the mental health service provided and client progress.

E. 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.

F. 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.

G. CONTRACTOR shall use best efforts to achieve the outcomes described in sections 3, 4, 5, 6, 7 and 8 below and provide the level of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 1 adult will receive individual psychological counseling services.

2. Number of Units of Service: A maximum of 909.09 units of service will be provided at the maximum billing rate (1 unit of service = 1vendor paid dollar for individual psychological counseling session).

3. 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 the C.A.R.E. Program year commencing March 1, 2007.

4. 100% of participants will have completed a post-survey at the time they complete treatment at the agency or at the end of the C.A.R.E. Program year on February 29, 2008 whichever event comes first.

5. 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.

6. 100% of client survey responses will be reported to the Sacramento EMA Ryan White CARE Program.

7. 100% of clients who do not have an identified primary care provider at the time of Intake will receive a referral and access an appropriate physician or clinic during the program year.

8. 60% of HIV+ clients who receive mental health services will report increased functionality within 90 days of start of treatment.

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

SCOPE OF SERVICES: SUPPORT SERVICE-TRANSPORTATION

I. PROJECT DESCRIPTION

A. **Type of Service:** CONTRACTOR will provide Support Services in the form of 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 – Transportation 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 Eligible Metropolitan Area (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 Support Services - Transportation 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.

II. SERVICES

A. 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 receives timely, effective, and quality Support Services - Transportation that meet 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. Exceptions: clients receiving volunteer-based Transportation Services, Buddy/Companion Services, Peer/Support Groups and/or Service Outreach/Case Funding, do not require case management participation.

B. CONTRACTOR shall ensure Support Services – 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.

C. CONTRACTOR shall perform an intake process for each client meeting eligibility criteria for 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. Client's 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 or staff become available, clients placed on the waiting list should be seen in order of need.

D. 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.

E. CONTRACTOR shall provide a minimum level of service delivery as follows:

1. **SS-Transportation:** Conveyance services provided to a client in order to access medical care or HIV-related psychosocial services and transportation to basic local, state, and federal entitlement program facility sites within the EMA only. Conveyance may be provided through joint-agency arrangement for volunteer-based transportation services, routinely or on an emergency basis via bus passes, or as a last resort, and clearly documented as an immediate need, taxicab services through an appropriate vendor.

2. Unduplicated Clients: A minimum of 23 clients will receive transportation assistance during the contract year.

3. Units of Service: A maximum of 1,636.36 units of service will be provided at the maximum billing rate (1 unit of service = 1 vendor paid transportation dollar).

III. INTENDED OUTCOMES

A. CONTRACTOR shall strive to achieve the minimum and maximum service deliveries as described in Section II listed above.

B. CONTRACTOR shall ensure documentation of intake process be charted in case files for 100% of clients.

C. 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.

D. CONTRACTOR shall offer 100% of participants an array of transportation service options to overcome barriers to accessing primary medical care.

E. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

F. CONTRACTOR shall ensure documentation of on-going medical care will be charted in case files for 100% of clients.

G. 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).

H. 70% of Transportation clients will maintain routine medical care (minimum one primary care visit per year that includes a CD4 count, viral load or on ART).

I. 75% of clients showing evidence of need for transportation services will receive transportation for HIV/AIDS related care appointments.

EXHIBIT A-5 to Agreement
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SCOPE OF SERVICES: ORAL HEALTH CARE

I. PROJECT DESCRIPTION

A. **Type of Program:** CONTRACTOR will provide Oral Health Care to People Living with HIV/AIDS (PLWH). 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 CARE Program Covered Dental Procedures attached as Attachment A.

C. **Population:** HIV infected persons in the Sacramento EMA with a primary focus on persons who need improvement in dental health.

II. SERVICES

A. CONTRACTOR will maintain and enhance individual health care by providing Oral Health Care to People Living with HIV/AIDS in the Sacramento EMA.

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, 38.3, Evidence Code 1012).

3. CONTRACTOR will provide access to Oral Health Care for People Living with HIV/AIDS in the Sacramento EMA. Oral Health Care will be limited to the services listed in the Ryan White CARE Program Covered Dental Procedures Units of Services (UOS) Schedule 2007/2008 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 a lack of funding or available staff. Client's 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 or staff become available, clients placed on the waiting list 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 their 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.

B. CONTRACTOR shall provide the level of service delivery as follows:

1. Number of Unduplicated Clients: A minimum of 1 client and a maximum of 1 client will receive Oral Health Care during the project year.

2. Number of Units of Service: A minimum of 1 unit of service per client and an overall maximum of 909.09 units of service will be provided at the maximum billing rate (1 unit of service = 1 vendor paid dollar for dental visit).

3. 70% of dental clients will maintain routine medical care (minimum one primary care visit per year that includes a CD4 count, viral load or on ART).

4. 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.

III. COUNTY RESIDENCY

Funding provided under Exhibit A-1 of this Agreement is for services to Sacramento, El Dorado and Placer County residents only. A person is a Sacramento, El Dorado or Placer County resident if he/she is currently staying in one of these counties with the intent to remain and live in one of the specified counties. Any person who comes to Sacramento, El Dorado or Placer County for the express purpose of qualifying to receive services from a COUNTY-funded program, and intends to leave the county after receipt of services, is not considered a resident. Proof of residency can be established by the following:

A. Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento, El Dorado or Placer County address.

B. Written statement by homeless shelter staff verifying that the individual has been in shelter residence in Sacramento, El Dorado or Placer County continuously for the previous two weeks.

C. Current state issued identification card reflecting a Sacramento, El Dorado or Placer County address.

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

EXHIBIT A-6 to Agreement
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SCOPE OF SERVICES: EMERGENCY FINANCIAL ASSISTANCE

I. PROJECT DESCRIPTION

A. **Type of Service**: CONTRACTOR will provide Emergency Financial Assistance 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 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 Eligible Metropolitan Area (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.

II. SERVICES

A. 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.

B. 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.

C. 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 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.

D. 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.

E. CONTRACTOR shall provide a minimum level of service delivery as follows:

1. **Other Critical Needs**: Services developed to meet the needs of clients not listed in other support service categories, such as short-term direct emergency financial assistance for health insurance premiums and other critical needs. Payment on behalf of client shall be made to the provider of said assistance or need directly. Ryan White CARE Program-funded clients shall not receive any direct financial assistance payments.

a. Unduplicated Clients: A minimum of 2 clients will receive emergency financial assistance for other critical needs during the contract year.

b. Units of Service: A maximum of 909.09 units of service will be provided at the maximum billing rate (1 unit of service = 1 other critical need dollar).

III. INTENDED OUTCOMES

A. CONTRACTOR shall strive to achieve the minimum and maximum service deliveries as described in Section II listed above.

B. CONTRACTOR shall ensure documentation of intake process be charted in case files for 100% of clients.

C. 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.

D. CONTRACTOR shall offer 100% of participants, emergency financial assistance to overcome barriers to accessing primary medical care.

E. CONTRACTOR shall document in individualized case file for 100% of clients: Proof of need and 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.

F. CONTRACTOR shall document all other resources available to client and other private and community resources attempted and/or accessed prior to using Ryan White CARE Act funds (i.e. payor of last resort)

G. CONTRACTOR shall document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.

H. Documentation of on-going medical care will be charted in case files for 100% of clients.

I. 70% of clients accessing Emergency Financial Assistance will continue to access routine medical care (Minimum one primary care visit per year that includes a CD4 count, viral load test or on ART).

J. CONTRACT shall adhere to service standards and directives as determined by the HIV Health Services Planning Council.

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

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

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Total Maximum Payment Amount under this Agreement is: $53,468.00

B. CONTRACTOR shall be reimbursed in accordance with the Budget set forth below and Exhibit C-1.

II. BUDGET

The Budget for this Agreement is outlined below.

RYAN WHITE DIRECT SERVICES

A	B	C
Line	**Budget Item**	**Total Expenses per Budget Item Requested from CARE Program**
	Personnel Expenses	
1	Administrative Services Officer (M.Raines) (10% of $52,853 Annual Salary)	$5,285.00
2	Benefits x 12 mos at 30% of Salaries	$1,586.00
	Total Personnel	**$6,871.00**
3	**Operating Expenses**	
4	Subcontract	$46,597.00
5	**Total Operating Expense**	**$46,597.00**
6	**Total Direct Expenses**	**$53,468.00**
7	**Indirect Expenses**	$0.00
	TOTAL SERVICE CATEGORY BUDGET	**$53,468.00**

Exhibit C-1 to Agreement
Between the COUNTY OF SACRAMENTO,
herein referred to as "COUNTY", and
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
hereinafter referred to as "CONTRACTOR"
Service Category: Direct Services

RYAN WHITE SERVICES BUDGET NARRATIVE

Line Item	Amount
PERSONNEL	
ADMINISTRATIVE SERVICES OFFICER - (Raines): 10% of FTE @ $52,853 per year. Reviews and reconciles subcontractor claims for Ryan White Services for submission to Fiscal Agent.	$5,285.00
FRINGE BENEFITS: Includes insurance benefits, retirement, workman's compensation, parking or bus pass reimbursement, payroll taxes, etc. (30%)	$1,586.00
TOTAL PERSONNEL EXPENSES	**$6,871.00**
OPERATING EXPENSES	
SUBCONTRACT: Subcontract with Sierra Foothills AIDS Foundation to provide Case Management inlcuding intake/assessment, ambulatory care, food vouchers and nutritional supplements; mental health, transportation, dental services, prescription medications, alternative/complementary therapy services; housing assistance and other critical need financial assistance.	$46,597.00
TOTAL OPERATING EXPENSES	**$46,597.00**
TOTAL DIRECT EXPENSES	**$53,468.00**
INDIRECT COSTS: Includes but is not limited to, program oversight and administrative support services including, accounting services, maintenance of personnel files and procedures, and legal services associated with personnel and other operations; insurance, payroll services, pension plan administration, other benefits administration, audit and expenses, operating expenses associated with the administrative services. Calculated at 10% of direct costs.	$0.00
TOTAL ANNUAL BUDGET	**$53,468.00**

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

ADDITIONAL PROVISIONS

I. LAWS, STATUTES AND REGULATIONS

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

II. LICENSING, CERTIFICATION AND STAFFING

A. CONTRACTOR warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Sacramento County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by COUNTY.

B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, and certification, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

A. Unless expressly identified in the budget set forth in Exhibit "C", CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for proper provision of services under this Agreement.

B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.

C. Upon request, CONTRACTOR shall forward to the DIRECTOR copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement. When issuing statements, press releases, requests for proposals, bid solicitations and other documents funded in whole or in part with Federal money, CONTRACTORs receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

IV. GRIEVANCES

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

V. CONFIDENTIALITY

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

1. All applications and . rds concerning an individual made or kept b, ONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY'S consent or the consent of the applicant/recipient.

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

VI. QUALITY ASSURANCE AND PROGRAM REVIEW

A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. At reasonable times during normal business hours, COUNTY or DIRECTOR and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.

B. CONTRACTOR shall also use evaluation questionnaires or other tools supplied by the COUNTY for the purpose of evaluation of client satisfaction of services provided.

C. CONTRACTOR shall integrate service directives and/or service standards adopted by the HIV Health Services Planning Council into existing program models. If applicable, these directives and/or service standards will be furnished to the CONTRACTOR along with this Agreement. The CONTRACTOR may request an exemption from certain provisions of the Council service directives and/or standards. The COUNTY, as Fiscal Agent of the Sacramento Region EMA, retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing in advance of anticipated need.

VII. RECORDS

A. Client Records:

1. CONTRACTOR shall maintain adequate client records on each individual client that includes diagnostic studies (when applicable), records of client interviews, progress notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.

2. CONTRACTOR will maintain a completed Ryan White Intake Form for all non-anonymous clients in each client case file.

3. CONTRACTOR will track and report needs of clients, including documentation of any needs that are not provided for by funding under Title I/II of the Ryan White CARE Act.

4. CONTRACTOR shall maintain documentation in client case files that funds are not utilized to make payments for any item or service to the extent that payment has been made, with respect to that item or service by any other source of funds. Ryan White Title I and Title II-funded services are considered "Payer of Last Resort".

B. Financial Records:

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

VIII. REPORTS

A. CONTRACTOR shall provide to COUNTY, to the satisfaction of the DIRECTOR, program budget expenditures, an accompanying budget narrative, the units of service with a description and reference to the appropriate Ryan White Service Code describing such service, and planned number of unduplicated persons to be served. Final negotiated program budgets must be submitted to the COUNTY by no later than 60 days after execution of this Agreement.

B. CONTRACTOR will comply with all HRSA, State Office of AIDS and Fiscal Agent reporting requirements in a timely manner as specified by the COUNTY, as the Fiscal Agent of the Sacramento EMA. COUNTY shall explain procedures for reporting the required information.

IX. EQUIPMENT OWNERSHIP

A. All equipment and products purchased by CONTRACTOR under this Agreement must be American-made.

B. COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement.

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

X. STAFF TRAINING AND EDUCATION

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

XI. GOOD NEIGHBOR POLICY

A. CONTRACTOR shall comply with the COUNTY's Good Neighbor Policy, a copy of which is attached as Exhibit E.

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

XII. AUDIT/REVIEW REQUIREMENTS

A. The following standards are applicable to the Audits and Reviews required pursuant to this provision.

1. In the event that CONTRACTOR receives Federal funds, CONTRACTOR shall submit to DIRECTOR, on an annual basis either a financial and compliance audit (Audit) or Review of Documentation Supporting Requests for Reimbursement or limited scope audit (Review) as determined by paragraph B or C of this provision.

2. An independent auditor must prepare the Audit/Review. Audits shall be conducted in accordance with generally accepted auditing standards and the latest revision of the Government Auditing Standards issued by the Comptroller General of the United States and shall comply with OMB Circular A-133 (States, Local Governments and not-for-profit agencies). Reviews shall be conducted in accordance with either American Institute of Certified Public Accountants' (AICPA) generally accepted auditing standards (GAAS) or generally accepted accounting principles (GAAP). The audit shall reference CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) 93.914 – (HIV EMERGENCY RELIEF PROJECT GRANT).

3. The Audit/Review shall be performed on the basis of COUNTY's fiscal year; July 1 through June 30, unless CONTRACTOR's fiscal year is different, in which case it may be based on CONTRACTOR's fiscal year. If the Audit/Review is performed on the basis of CONTRACTOR's fiscal year, then the Reconciliation of the Cost Report data shall also be based on CONTRACTOR's fiscal year. If the Agreement is terminated for any reason during the

contract period, the i ɔendent Audit/Review shall cover the entire iod of the Agreement for which services were provided.

4. CONTRACTOR must submit to Sacramento County Department of Health and Human Services three (3) copies of the Audit/Review, as described in OMB Circular A-133, within the earlier of 30 days after receipt of the auditor's report(s) or no later than six months following the end of the contract year or termination of the Agreement. Should there be any delay anticipated, CONTRACTOR shall immediately inform DIRECTOR of the delay. The Audit/Review shall be sent to the following address:

Sacramento County DHHS, Fiscal Services
7001-A East Parkway, Suite 1100
Sacramento, CA 95823

B. Pursuant to OMB circular A-133 if CONTRACTOR expends less than $500,000 per year in total Federal funds from all sources (excluding Drug/Medi-Cal), COUNTY shall monitor on an annual basis the CONTRACTOR's activities to ensure that such funds are used for authorized purposes in compliance with laws, regulations, and the provisions of this Agreement and that performance goals are achieved. In addition, COUNTY shall utilize Reviews provided by CONTRACTOR to meet monitoring objectives. Such reviews shall include, but are not limited to; copies of invoices, canceled checks, and time sheets.

C. Pursuant to OMB Circular A-133, if CONTRACTOR expends $500,000 or more per year in Federal funds from all sources (excluding Drug/Medi-Cal), CONTRACTOR is required to have an agency-wide single audit, or CONTRACTOR may elect a program specific audit if all Federal funding is utilized for only one program. CONTRACTOR shall forward three (3) copies of the "Reporting Package" and completed "Data Collection Form", as described in OMB Circular A-133, to COUNTY. CONTRACTOR must also simultaneously submit one (1) copy of the "Reporting Package" and one (1) copy of the completed "Data Collection Form", to the Federal Audit Clearinghouse. The address of the Federal Audit Clearinghouse is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jacksonville, IN 47132

D. COUNTY Division of Audits, or designee, shall examine all Audits/Reviews submitted for conformance to these provisions. Should CONTRACTOR have other Federal financial assistance which would require it to have an agency-wide single audit done in conformance with OMB Circular A-133, COUNTY shall be allowed access to all financial and program records as COUNTY deems necessary to determine that the COUNTY program is in compliance with legal and contractual requirements.

E. Should any deficiencies be noted in the Audit/Review CONTRACTOR must submit an Action Plan with the Audit/Review detailing how the deficiencies will be addressed. CONTRACTOR shall correct all deficiencies within six months of the date that the Audit/Review is received by CONTRACTOR from its independent auditor, as required by Federal regulations.

F. Should any overpayment of funds be noted in the Audit/Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of submission of the Audit/Review.

G. In the event that this Agreement is funded in whole or in part by State funds, the contracting parties shall be subject to examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

XIII. CLAIMS FOR PAYMENT

A. During the term of this Agreement, COUNTY shall, except as herein provided, make provisional payments for services rendered during the preceding month upon the receipt of claims submitted by CONTRACTOR. CONTRACTOR shall submit a monthly claim on the forms and in accordance with the procedures prescribed by the COUNTY Ryan White CARE Program. Unless otherwise provided, claims shall be submitted to COUNTY no later than the tenth (10th) day of the month following the claim period, and COUNTY shall reimburse CONTRCTOR within 30 days after receipt of an appropriate and correct claim, except that DIRECTOR may withhold a percentage of the final claim until receipt by DIRECTOR of a complete and accurate final cost report.

B. Format or other changes y be made by COUNTY to claim forms fr. time to time as needed and furnished to CONTRACTOR for billing purposes. All claims shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. CONTRACTOR and COUNTY agree that COUNTY may withhold payment until receipt of billing in the prescribed detail and format.

C. It is understood that the validity of such monthly claims, in terms of their compliance with Federal and State Title I and Title II regulations, is subject to the review of the Federal, State and COUNTY government and that COUNTY will be making payments on said claims in advance of said review and approval by the Federal government or the State, and in advance of other reimbursement by the Federal or State governments to COUNTY for sums expended thereunder. In the event that COUNTY is not reimbursed by the Federal or State government for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days or, at the sole discretion of DIRECTOR, COUNTY may withhold such amounts from any payments due under this Agreement or any successor Agreement.

D. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with Federal or State regulations, and may be audited by the appropriate Federal, State or COUNTY agency. In the event of audit disallowance of any claimed cost that is subject to compliance with State or Federal regulations, COUNTY shall not be liable for lost revenue resulting therefrom.

E. If a post-Agreement audit, conducted in accordance with standard accounting procedures, finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by the COUNTY, or if any payments made by COUNTY are not reimbursable in accordance with the terms of the Ryan White CARE Program reporting system, HRSA regulations regarding the use of Ryan White Title I funds, or the State Office of AIDS regulations regarding the use of Title II funds, the difference shall be repaid by CONTRACTOR forthwith by cash payment or at the sole discretion of DIRECTOR as a credit on future billings. If such post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by COUNTY for that service, then the difference will not be paid to CONTRACTOR.

F. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between CONTRACTOR and COUNTY, CONTRACTOR shall, within 30 days of termination of this Agreement, declare to COUNTY any and all accounts receivables and assign to COUNTY billings to all clients and/or payers for services rendered clients for which claims have been or are being made to COUNTY for reimbursement.

XIV. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed the Director's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and

2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

XV. BASIS FOR ADVANCE PAYMENT

This Agreement allows for advance payment when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR'S designee. If DIRECTOR finds that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and advance payment will not create an undue risk that payment could be made for services which are not rendered, the DIRECTOR may authorize a one-time advance in an amount not to

exceed ten percent of the M ıum Payment to Contractor through this A ɜment at the time the advance is made. Advanced funds shall be offset against actual reported expenditures throughout the year or by other arrangements as approved by the DIRECTOR. For Agreements of less than a 12-month period, the one time advance amount may not exceed ten percent of a 12-month equivalent of the Maximum Payment to CONTRACTOR through this Agreement at the time the advance is made.

XVI. ELECTRONIC CAPABILITY

A. CONTRACTOR shall establish and maintain the ability to send and receive electronic (e-mail) communications with the COUNTY. CONTRACTOR shall provide the COUNTY with current primary contact information, including e-mail addresses.

B. CONTRACTOR shall submit computerized monthly invoices processed using one of the following software programs: Word Perfect; Word for Windows; Excel; Access; or Ryan White Careware.

XVII. CONTINUUM OF CARE RELATIONSHIPS

A. CONTRACTOR shall participate in the development of the Continuum of Care, including participation in the development of a Comprehensive Plan for the Eligible Metropolitan Area (EMA). This process will also require establishment and maintenance of cooperative working relationships with Ryan White Title I/II and other service providers within the region's Continuum of Care.

B. CONTRACTOR shall establish, maintain and document referral relationships with entities in the area served that constitute key points of entry to the health care system for individuals with HIV disease. Within the Sacramento EMA, these key points of entry include, but are not limited to, the Center for AIDS Research, Education and Services (CARES), University of California Davis Medical Center, local hospital emergency rooms, HIV disease counseling and testing sites, substance abuse and mental health treatment programs, detoxification centers, detention facilities, clinics regarding sexually transmitted diseases, homeless shelters, federally qualified health centers, and public health departments.

C. CONTRACTOR will conduct outreach efforts to reach low-income HIV+ individuals and inform them of service availability. Special emphasis will be placed on techniques to reach individuals who know their HIV+ status but are not currently in care.

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

GOOD NEIGHBOR POLICY

I. GOOD NEIGHBOR POLICY

A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;
2. Provision of adequate waiting and visiting areas;
3. Provision of adequate restroom facilities located inside the facility;
4. Implementation of litter control services;
5. Removal of graffiti within seventy-two hours;
6. Provision for control of loitering and management of crowds;
7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
8. Participation in area crime prevention and nuisance abatement efforts; and
9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.

B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.

E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.