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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 February 19, 2013

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EXECUTIVE OFFICER

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February 19, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO EXECUTE TWO NEW STAND ALONE CONTRACTS, TWO SOLE SOURCE CONTRACTS, AND THREE CONTRACT AMENDMENTS FOR HIV/AIDS ORAL HEALTH CARE SERVICES EFFECTIVE MARCH 1, 2013 THROUGH FEBRUARY 28, 2017 (ALL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute two new contracts, two sole source contracts, and three contract amendments for the provision of HIV/AIDS oral health care services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute two new contracts, substantially similar to Exhibit I, effective March 1, 2013 through February 28, 2015, with: a) El Proyecto del Barrio (El Proyecto), at an annual maximum obligation of \$100,612 for a total contractual obligation of \$201,224; and b) St. Mary's Medical Center (St. Mary's), at an annual maximum obligation of \$794,307 for a total contractual obligation of \$1,588,614 for the provision of HIV/AIDS oral health care services currently provided through Ambulatory Outpatient and Medical Care (AOM) contracts that expire on February 28, 2013, 100 percent offset by California Department of Public Health, Single Allocation Model (SAM) HIV Care funds.
2. Authorize and instruct the Director of DPH, or his designee, to execute two non-competitively bid (sole source) contracts, substantially similar to Exhibit I, effective March 1, 2013 through February 28, 2015, with: a) AIDS Healthcare Foundation (AHF), at an annual maximum obligation of \$1,073,653 for a total contractual obligation of \$2,147,306; and b) The Regents of California, University of California Los Angeles, School of Dentistry (Regents-UCLA), with a provision for mutual indemnification, at an annual maximum obligation of \$1,181,454 for a total contractual obligation of \$2,362,908 for the provision of HIV/AIDS oral health care services, 100 percent offset by SAM HIV Care funds.

3. Authorize and instruct the Director of DPH, or his designee, to execute an amendment, substantially similar to Exhibit II, to Contract Number H-204507 with the Northeast Valley Health Corporation (Northeast) to extend the term and increase the annual funding by \$142,090, increasing the annual maximum obligation from \$112,655 to \$254,745 for the terms of March 1, 2013 through February 28, 2014 and March 1, 2014 through February 28, 2015, for the provision of HIV/AIDS oral health care services, 100 percent offset by SAM HIV Care funds.
4. Authorize and instruct the Director of DPH, or his designee, to execute an amendment, substantially similar to Exhibit II, to Contract Number H-204756 with the University of Southern California (USC) to extend the term and increase the annual funding by \$373,451, increasing the annual maximum obligation from \$402,072 to \$775,523 for the terms of March 1, 2013 through February 28, 2014 and March 1, 2014 through February 28, 2015, for the provision of HIV/AIDS oral health care services, 100 percent offset by SAM HIV Care funds.
5. Authorize and instruct the Director of DPH, or his designee, to execute an amendment, substantially similar to Exhibit II, to Contract Number PH-001112 with the East Valley Community Health Center (East Valley) to extend the term at the annual maximum obligation amount of \$100,000 for the terms of March 1, 2013 through February 28, 2014 and March 1, 2014 through February 28, 2015, for the provision of HIV/AIDS oral health care services, 100 percent offset by SAM HIV Care funds.
6. Delegate authority to the Director of DPH, or his designee, to execute amendments to the seven contracts that extend the term through February 28, 2017; adjust the term through August 31, 2017; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
7. Authorize and instruct the Director of DPH, or his designee, to execute amendments to the seven contracts that revise or incorporate provisions consistent with all applicable State and/or federal laws and regulations, County Ordinances, and Board policy, subject to review and approval by County Counsel.
8. Delegate authority to the Director of DPH, or his designee, to execute change notices to the seven contracts that authorize modifications to or within schedule budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

According to the federal Health Resources Services Administration (HRSA), poor oral health care can greatly diminish an individual's quality of life and may further the progression of HIV

disease. Access to oral health evaluation, prophylaxis and care significantly improves oral health and quality of life for people living with HIV. HRSA guidelines and the County's Standards of Care for people living with HIV require, at a minimum, an annual comprehensive oral examination. This requirement has become a significant area of concern among current medical outpatient providers due to the lack of readily available oral health care services for certain dental procedures, thus resulting in long waiting periods (i.e. two to three months) for HIV patients to receive treatment. In addition, the County's Commission on HIV (COH) has prioritized increasing oral health care capacity for the County's HIV-population. The COH supports the expansion of the County's oral health care investment. The increased investment recommended by the COH has the potential to serve over 3,000 new unduplicated patients resulting in over 12,000 oral healthcare visits and nearly doubling overall oral health care system capacity for the County's HIV positive indigent residents.

The County currently funds the following 12 agencies to provide county-wide oral healthcare services: AltaMed Health Services Corporation (AltaMed), AIDS Project Los Angeles (APLA), City of Pasadena (COP), East Valley, El Proyecto, JWCH Institute (JWCH), Northeast, St. Mary's, Tarzana Treatment Center (TTC), USC, Watts Healthcare Corporation (Watts), and Long Beach Comprehensive Health Center. The need to increase access to oral health care is critical to improve overall individual health status and reduce unnecessary costs to the County's health care system. In addition, following the elimination of Medi-Cal's Denti-Cal Program, the Ryan White Program (RWP) is the only funder for indigent HIV positive clients.

In order to address the critical demand for oral health care services to RWP patients, DPH's Division of HIV and STD Programs (DHSP) developed a two-phase strategy to expand oral health care services. Phase One, approved by your Board on May 1, 2012, included the provision of additional funds to APLA and AltaMed and the execution of new contracts with COP, JWCH, and Watts for oral health care services. Phase Two continues the expansion of oral health care services as outlined in the above recommendations. AHF, Regents-UCLA, and USC were identified through the existing Public Private Partnership program and the RWP system of care. On August 2, 2012, DPH convened a meeting with currently funded oral health care providers and, as a result of that meeting, a determination was made that Northeast and USC had the capacity to expand services if provided additional resources. With this Phase Two expansion, the RWP system of care has the potential to serve an additional 3,400 unduplicated clients, increasing the overall capacity to approximately 9,800 unduplicated oral health clients annually and significantly closing the gap of underserved oral health clients in Los Angeles County.

Oral health care services for Service Planning Area (SPA) 1 are not included in Phase One or Phase Two. These services were included in the Comprehensive Services RFP targeted to SPA 1. TTC was the successful bidder and the contract was approved by the Board on December 14, 2010.

Approval of Recommendation 1 will allow El Proyecto and St. Mary's to continue to provide oral health care services currently provided under AOM contracts that expire on February 28, 2013. Through these new contracts, a total of 1,157 clients (134 at El Proyecto and 1,023 at St. Mary's) will be served annually.

Approval of Recommendation 2 will allow the expansion of oral health care services provided by AHF and UCLA-Regents to an additional 2,300 unduplicated HIV-positive RWP-eligible clients on an annual basis. Approval of the two sole source contracts will enable DPH to enhance the delivery of oral health care services in SPA 4 and expand the delivery of oral health care services to SPA 5.

Given the critical need of meeting the high client demand of oral health services, it is imperative that DPH move forward with Phase Two, which includes not only increasing resources among existing partners, but identifying new partners who have the capacity to deliver oral healthcare services immediately to clients to help bridge the wait gap for oral health care services.

As described above, on August 2, 2012, DPH convened a meeting of currently-funded oral health care providers to discuss the oral health care. As a result of the meeting, two providers (Northeast and USC) indicated they had the capacity to immediately accommodate expansion if provided with additional resources. Since no other existing oral health care provider expressed capacity to expand, DHSP reviewed the list of potential providers from the PPP directory and RWP system of care from Phase One and identified two new providers: AHF and Regents-UCLA. Approval of these two sole source contracts will enhance the County's oral health care portfolio and include a broader cross section of oral health care services available to the residents throughout the county.

AHF is recommended for a sole source contract. They serve approximately 5,333 HIV-positive clients, most of whom qualify for RWP oral health care services. While the oral health services will be available to all clients, the service delivery site is located in SPA 4, an area that continues to have the highest burden of HIV/AIDS in Los Angeles County. The provision of oral health care services in SPA 4 by AHF will result in an additional 1,000 clients served and will help DPH with their efforts to align medical care with ancillary services in single locations throughout the County in order to develop a "one-stop-shopping" model for health care delivery.

Regents-UCLA is recommended for a sole source contract because they are able to provide a variety of much needed services, including endodontic, periodontal, and oral surgery services. With the exception of USC, no other DPH-contracted oral health care service provider can provide these specialty services which currently have a waitlist of up to five months. Regents-UCLA is currently funded by HRSA under Part F of the RWP to provide dental services. The services to be funded through DPH will be offered through the UCLA School of Dentistry located in SPA 5 and will serve clients throughout the county. SPA 5 is an area that is currently underserved in oral health care. There is no other provider funded by DPH located in SPA 5 that delivers oral health care services.

Approval of these sole source contracts will significantly enhance the County's oral healthcare portfolio and include a broader cross section of oral health care services available to the residents throughout the county.

Approval of Recommendations 3 and 4 will allow DPH to increase the availability of oral health care services to an additional 700 unduplicated clients annually in SPAs 2 through 8. Current patient demand for oral health care services at Northeast and USC is exceeding available services, resulting in a two- to five-month waitlist. The implementation of Recommendation 3 will

ensure additional services at two USC sites: the USC School of Dentistry (existing site) and a new site, the USC Keck School of Medicine (USC-Keck). The USC-Keck site serves a population of predominately indigent pregnant women, including those who are HIV positive, who are historically difficult to retain in care. Providing co-located oral health and medical services at this site will help ensure that these women receive much needed oral health services while avoiding the need to travel to other providers. USC-Keck is located on the Los Angeles County/USC campus and is adjacent to a second RWP-funded Ambulatory Outpatient Medical clinic (Rand Schrader 5P21). This ideal location will help in expanding the client base that will benefit from these new oral health care services.

Approval of Recommendation 5 will allow DPH to extend the contract with East Valley for two additional 12-month terms through the term ending February 28, 2015, for the continued provision of oral health care services to HIV-positive RWP-eligible residents in Los Angeles County.

Approval of Recommendation 6 will allow DPH to execute amendments to extend and/or adjust the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend contracts to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 6 will also enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 7 will allow DPH to execute amendments to the contracts to incorporate provisions consistent with all applicable State and/or federal laws and regulations, County Ordinances, and Board policy.

Approval of Recommendation 8 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the two contracts in Recommendation 1 is \$1,789,838, consisting of \$201,224 for El Proyecto and \$1,588,614 for St Mary's, 100 percent offset by SAM HIV Care funds, for the period effective March 1, 2013 through February 28, 2015.

The total program cost for the two contracts in Recommendation 2 is \$4,510,214, consisting of \$2,147,306 for AHF and \$2,362,908 for Regents-UCLA, 100 percent offset by SAM HIV Care funds, for the period effective March 1, 2013 through February 28, 2015.

The total program cost for the amendment with Northeast is \$509,490, 100 percent offset by SAM HIV Care funds, for the period effective March 1, 2013 through February 28, 2015. The total program cost for the amendment with USC is \$1,551,046, 100 percent offset by SAM HIV Care funds, for the period effective March 1, 2013 through February 28, 2015.

The total program cost for the amendment with East Valley is \$200,000, 100 percent offset by SAM HIV Care funds, for the period effective March 1, 2013 through February 28, 2015.

Funding is included in DPH's fiscal year (FY) 2012-13 Final Adopted Budget, and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.100, your Board was notified on January 31, 2013 of DPH's intent to enter into negotiations for Board-approved sole source contracts in excess of \$250,000.

County Counsel has approved Exhibits I and II as to form. Attachment A is the signed Sole Source Checklist.

CONTRACTING PROCESS

On December 14, 2010, your Board approved a contract with TTC for the provision of oral health care services in SPA 1, for the period of January 1, 2011 through February 28, 2014.

On February 8, 2011, your Board approved seven contracts for the provision of oral health care services through February 28, 2013. The Long Beach Comprehensive Health Center was also funded at this time to provide services through a memorandum of understanding.

On May 1, 2012, your Board approved amendments to two contracts and execution of three sole source contracts for the provision of oral health care services through February 28, 2015, with delegated authority to extend the terms through February 28, 2017.

The actions requested in this Board letter will expand and enhance existing oral health care services by: contracting with existing providers; entering into two sole source contracts with AHF and Regents-UCLA, identified through the existing Public Private Partnership program and the RWP system of care; and amending three existing contracts. With this Phase Two expansion, the RWP system of care has the potential to serve an additional 3,400 unduplicated clients, increasing the overall capacity to approximately 9,800 unduplicated oral health clients annually and significantly closing the gap of underserved HIV/AIDS oral health clients in Los Angeles County.

It is the intent to conduct a solicitation for oral health care services. However, due to the recent time and resource intensive process to convert AOM services to a fee-for-service model, ongoing local efforts to successfully migrate clients from the RWP medical care system to Healthy Way LA, and the current limited capacity to conduct solicitations in DHSP, the development and release of a solicitation for oral health care services will be delayed. DHSP is currently developing a timeline for a solicitation process for oral health care services. In the meantime, Phase Two of the expansion of HIV/AIDS oral health care services will effectively meet the high client demand for services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow immediate implementation of the COH's priorities to increase oral health care services and will provide crucial preventative, restorative, surgical, and prosthetic dental services to approximately 3,400 new unduplicated HIV-positive County residents who are unable to obtain these services through the County's current oral health care investment. In addition, approval of the recommended actions will further enhance DPH's strategy of establishing medical homes for RWP clients thus improving client retention and health outcomes.

Respectfully submitted,


Cynthia A. Harding, M.P.H.
Chief Deputy Director

CAH:eav
Assignment #02517

Enclosures (3)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES CONTRACT
TABLE OF CONTENTS**

Paragraph

1. Applicable Documents.....	3
2. Description of Services.....	3
3. Term of Contract	4
4. Maximum Obligation of County	4
5. Invoices and Payment.....	6
6. Funding/Services Adjustments and Reallocations	9
7. Alteration of Terms/Amendments.....	11
8. Confidentiality.....	13
9. Consideration of Hiring County Employees Targeted for Layoff / or Re-Employment List or	14
County Employees’s Right Of First Refusal And Contractor’s Offers of Employment	
10. Contractor’s Obligation as a Non-Business Associate Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996	15
11. Indemnification	16
12. General Provisions for all Insurance Coverages	16
13. Insurance Coverage Requirements.....	23
14. Record Retention and Audits	24
15. Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying	33
16A. Contractor’s Charitable Activities Compliance	33
16B. Contractor’s Exclusion from Participation in a Federally Funded Program	34
16C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76)	35
16D. Local Small Business Enterprise (SBE) Preference Program.....	36
16E. Transitional Job Opportunities Preference Program	37
16F. Liquidated Damages	39
16G. Quality Management	40
16H. Quality Management Plan	41
16I. Quality Management Program Monitoring.....	45
16J. DHSP Grievance Program	46
16K. Ryan White Program Grievance Procedures	48
16L. Public Officials/Offices.....	48
17. Additional Provisions	48
18. Construction	48
19. Conflict of Terms	49
20. Contractor’s Offices	49
21. Notices:	49

Contract No. PH-Pending

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____
day of _____, 2013,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and «AGENCY_NAME_Uppercase»
(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the Health Resources and Services Administration, Single Allocation Model (hereafter "HRSA"), Catalog of Federal Domestic Assistance (CFDA) Number 93.917; Single Allocation Model (SAM) HIV Care (hereafter "SAM HIV Care") as a pass through the California Department of Public Health, Office of AIDS (CDPH-OA); and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits (A, C, D, E, F, G, H and I) are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B - Scope of Work “Intentionally Omitted”
- Exhibit C – Schedule(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E - Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement

Unique Exhibits

- Exhibit F – Charitable Act Compliance
- Exhibit G - Requirements Regarding Imposition of Charges for Services
- Exhibit H - Guidelines for Staff Tuberculosis Screening
- Exhibit I - People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J - Ryan White Program Grievance Procedures

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective March 1, 2013 and shall continue in full force and effect through February 28, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify the Department of Public Health when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _ (\$_____), as set forth in Schedule 1, attached hereto and incorporated herein by reference.

B. Effective March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed ____ (\$_____), as set forth in Schedule 2, attached hereto and incorporated herein by reference.

C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

D. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

E. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or elsewhere hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to County of Los Angeles, Division of HIV and STD Programs, Financial Services, 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all

required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County

may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation; and 2) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract

pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each

schedule, as reflected in Exhibit C, up to an adjustment between all budget categories, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this

CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees

who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. CONTRACTOR'S OBLIGATION AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of oral health care services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its

own counsel and take the necessary measures to comply with the law and its implementing regulations.

“CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMELSS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.”

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE

REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

and

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to

this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of

cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to

this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO),

coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility

determination and fees charged to, and collected from clients/patients must also reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

(6) Failure to comply with any portion of provision 14.B. is a material breach of the Contract.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with Division of HIV and STD Programs (DHSP), Financial Services and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines.

Contractor shall complete and file such audit report(s) with DHSP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over

a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to

adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments on this contract or any other contract between the County and Contractor.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

16B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

16C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from

securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

16D. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 25 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

16E. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status

would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

16F. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within

the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

16G. QUALITY MANAGEMENT:

Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g.,

Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on patient linkages to and retention in care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through patient satisfaction survey;
- E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no less than on an annual basis.

16H. QUALITY MANAGEMENT PLAN:

Contractor shall implement its QM program based on a written QM plan.

Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators –Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators.

Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection

method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and

appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statues, and regulations.

Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

16I. QUALITY MANAGEMENT PROGRAM MONITORING:

To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.

16J. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have five (5) ways to contact DHSP about their complaints or concerns:

- (1) Grievance (telephone) Line
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to

emergency or crisis-related concerns.

C. Grievance Management:

(1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have thirty (30) days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance Program.

16K. RYAN WHITE PROGRAM GRIEVANCE PROCEDURES:

Contractor shall comply with provisions of Section 2602 (c) (2) of the “Ryan White Treatment Modernization Act of 2006, Ryan White Program Grievances”, incorporated into this Contract as Exhibit J, Contractor shall be responsible for developing and implementing grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by Health Resources and Services Administration (HRSA), which address grievances with respect to Ryan White Program funds. All fees related to the research, interview, selection and hire of an arbitrator to conduct binding arbitration are incurred at the Contractor’s expense. This grievance procedure shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval.

16L. PUBLIC OFFICIALS/OFFICES:

No funds pursuant to this Contract shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be

deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at «Agency_Address», «Agency_City», «Agency_State» «Agency_Zip_Code». Contractor's business telephone number is «Agency_Phone_Number», facsimile (FAX) number is «Agency_Fax_Number», and electronic Mail (e-mail) address is _____ . Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

(2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

«AGENCY NAME Uppercase»
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#02517:eav

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES EXHIBIT**

TABLE OF CONTENTS

Paragraph	Page
1. Description	1
2. Definitions	2
3. Persons to be Served.....	3
4. County's Maximum Obligation.....	4
5. Compensation	4
6. Client/Patient Eligibility	4
7. Client/Patient Fee System.....	6
8. Service Delivery Sites.	7
9. Services to be Provided	7
10. Equipment Purchase.....	20
11. Program Records	21
12. Additional Staffing Requirements.....	21
13. Contractor's Subcontract/Consultant Requirements.....	23
14. Reports.....	24
15. County Data Management System.....	25
16. Annual Tuberculosis Screening for Staff.	25
17. Emergency and Disaster Plan.....	25
18. Emergency Medical Treatment.....	26
19. People with HIV/AIDS Bill of Rights and Responsibilities.....	26
20. Review and Approval of HIV/AIDS-Related Materials	27
21. County's Commission on HIV.....	30
22. Hours of Operation.....	30
23. Ryan White Service Standards.....	31
24. Cultural Competency.....	36

EXHIBIT A

(Agency name)

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES**

1. DESCRIPTION: Oral health care services are prophylactic, diagnostic and therapeutic services provided to eligible clients with a written confirmation of HIV disease. Oral health care services include:

A. Providing prophylactic, diagnostic and therapeutic dental services, focusing on prophylactic and maintenance services. Clients are expected to receive prophylactic services at least once a year;

B. Obtaining a comprehensive medical history and consulting primary medical providers as necessary;

C. Providing medication appropriate to oral health care services, including all currently approved drugs for HIV related oral manifestations;

D. Providing or referring clients, as needed, to health specialists including, but not limited to: periodontists, endodontists, oral surgeons, oral pathologists; and other oral medicine practitioners;

E. Providing oral health education.

All interventions must be based on proven clinical methods and in accordance with legal and ethical standards. All oral health programs shall maintain confidentiality and must comply with the Health Insurance Portability and Accountability Act (HIPAA) standards for information disclosure.

2. DEFINITIONS:

A. The Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) indicates the degree awarded upon graduation from dental school to become a general dentist. Dentists who have a DDS or DMD have the same requirements set by the American Dental Association's Commission on Dental Accreditation. State licensing boards accept either degree as equivalent, and both degrees allow licensed individuals to practice the same scope of general dentistry.

B. Registered Dental Assistant (RDA) is a licensed person who may perform all procedures authorized by the provisions of these regulations and in addition may perform all functions which may be performed by a dental assistant under the designated supervision of a licensed dentist.

C. Registered Dental Hygienist (RDH) is a licensed person who may perform all procedures authorized by the provisions of these regulations and in addition may perform all functions which may be performed by a dental assistant and registered dental assistant, under the designated supervision of a licensed dentist.

D. Oral prophylaxis is a preventive dental procedure that includes the complete removal of calculus, soft deposits, plaque and stains from the coronal portions of the tooth.

E. Direct supervision is supervision of dental procedures based on instructions given by a licensed dentist who must be physically present in the treatment facility during performance of those procedures.

F. General supervision is the supervision of dental procedures based on instructions given by a licensed dentist, but not requiring the physical presence of the supervising dentist during the performance of those procedures.

G. Basic supportive dental procedures are the fundamental duties or functions which may be performed by an unlicensed dental assistant under the supervision of a licensed dentist because of their technically elementary characteristics, complete reversibility and inability to precipitate potentially hazardous conditions for the client being treated.

H. Standard precautions are an approach to infection control that integrates and expands the elements of Universal Precautions (human blood and certain human body fluids treated as if known to be infectious for HIV, HBV and other blood-borne pathogens). Standard precautions apply to contact with all body fluids, secretions and excretions (except for sweat) regardless of whether they contain blood, and contact with non-intact skin and mucous membranes.

3. PERSONS TO BE SERVED: HIV/AIDS oral health care services shall be provided to persons with HIV disease or AIDS residing within Los Angeles County. Indigent persons with symptomatic HIV disease or AIDS are the target population(s) to be served hereunder in accordance with Attachment 1, "Service Delivery Site Questionnaire", attached hereto and incorporated herein by reference.

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed ____ Dollars (\$_____).

B. During the period of March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____Dollars (\$_____).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules 1 and 2, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CLIENT/PATIENT ELIGIBILITY:

Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income and verification that the client is not eligible for another payer source such as private or public insurance. Verification of client's Los Angeles County residency and income shall be conducted every six months. In addition, eligibility criteria shall address the following:

A. Services shall be provided to patients who live at or below four hundred percent (400%) of the Federal Poverty Level and who have the greatest need for medical care coordination services.

(1) Patient's annual healthcare expenses that are paid for through use of the patient's income may be considered deductions against the patient's income for the purposes of determining the patient's income level.

B. Additional eligibility criteria shall include patients who:

(1) Are newly diagnosed with HIV within the preceding six (6) months;

(2) Are not on antiretroviral therapy (ART) but meet current guidelines for treatment;

(3) Are on ART but have a detectable viral load;

(4) Have not attended an HIV medical visit in more than seven (7) months;

(5) Contracted an STI within the past six (6) months; and/or

(6) Have multiple and complex medical and psychosocial issues that negatively affect the individual's health status.

C. Eligibility for medical care coordination services shall be assessed through the following mechanisms:

(1) An eligibility screener performed every six (6) months that shall flag patients in need of further assessment for active medical care coordination services based on eligibility criteria outlined above; and

(2) Monthly clinic medical record queries to identify patients whose viral load has become detectable or who have not seen a medical provider in the last seven (7) months.

7. CLIENT/PATIENT FEE SYSTEM:

Contractor shall comply with provisions of Section 2605 (e) of Title 26 (Ryan White Program) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Contract as Exhibit G.

Contractor shall be responsible for developing and implementing a client/patient fee system. This fee system shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval. Such system shall include, but not be limited to, the following components:

- A. Procedures and forms used in financial screening of clients;
- B. Schedule of fees; Under this contract no fees are to be charged;
- C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance;
- D. Description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and

Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance, entitlement programs, and other health insurance programs for which each client/patient may be eligible.

E. The frequency intervals of subsequent patient financial screenings.

8. SERVICE DELIVERY SITES: Contractor's facility where services are to be provided hereunder is located at: (service delivery site).

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing such services at any other locations. Contractor must obtain prior written approval from DHSP before commencing services.

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

9. SERVICES TO BE PROVIDED: During each period of this Contract, Contractor shall provide HIV/AIDS oral health care services to individuals in accordance with Los Angeles County Commission on HIV Standards of Care Oral Health Care Services procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Contract. All treatment will be administered according to published research and available standards of care as they currently exist or as they are updated in the future, including the following:

A. The New York AIDS Institute Oral Health Guidelines, 2001 (available at: <http://www.hivguidelines.org/GuideLine.aspx?pageID=263&guideLineID=54>;

B. The Los Angeles County Commission on HIV Oral Health Standards of Care and Practice Guidelines for the Treatment of HIV Patients in General Dentistry (available at: <http://hivcommission-la.info/soc.asp>);

C. Dental Management of the HIV-infected Patient, Supplement to Journal of the American Dental Association, Chicago, 1995; Clinician's Guide to Treatment of HIV-infected Patients, Academy of Oral Medicine, 3rd Edition, Ed. Lauren L. Patton, Michael Glick, New York, 2002; Principles of Oral Health Management for the HIV/AIDS Patient, A Course for Training the Oral Health Professional, Department of Human Services, Rockville, Maryland, 2001.

Services to be provided shall include, but shall not be limited to the following:

D. Promoting availability of dental services for persons with HIV disease or AIDS through contacts with AIDS service organizations, professional organizations which provide training for dental health care professionals, and other service providers.

E. Identifying appropriate clients for HIV/AIDS oral health care services through eligibility screening.

F. Obtaining a comprehensive medical history and consulting with client's primary medical provider as necessary. It is recommended that the dental provider consult with client's primary care physician when additional information is needed to provide safe and appropriate care. There are certain conditions under which this consultation is required:

- (1) Additional or more complete medical information is needed;
- (2) A decision must be made whether dental treatment should occur in a hospital setting;
- (3) A client reports a heart murmur but is unsure of what kind;
- (4) Inconsistent or illogical information leads the dental provider to doubt the accuracy of the medical information given by the client;
- (5) A client's symptoms have changed and it is necessary to determine if treatment modifications are indicated;
- (6) Prior to prescribing any new medications to ensure medication safety and prevent drug/drug interactions;
- (7) When oral opportunistic infections are present.

G. Providing educational, prophylactic, diagnostic, and therapeutic dental services to clients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

(1) Units of Service is defined as reimbursement for oral health treatment services based on number of diagnostic dental procedures, prophylactic dental procedures and dental procedures (procedures are calculated in number of procedures).

(2) Number of clients is client numbers documented using the figures for unduplicated clients within a given contract period.

H. Providing referring primary provider with a dental update report on status of oral health services delivered to client.

I. Contractor shall provide Oral Health Care Services to a minimum of (# of unduplicated clients spell out) (# of unduplicated clients numerical) unduplicated clients during the period of (date) through (date).

Contractor shall provide Oral Health Care Services to a minimum of (# of unduplicated clients spell out) (# of unduplicated clients numerical) unduplicated clients during the period of (date) through (date).

J. Providing third party reimbursement for selected dental procedures pursuant to the "Reimbursement Rates for Selected Dental Procedures" and reimbursement schedule attached hereto. Contractor will enter procedures rendered to each client in the County's reporting system for reimbursement reconciliation purposes. DHSP will only reimburse the Contractor for the actual costs of the dental procedures listed. If the cost is greater than reimbursement rate listed, DHSP will reimburse the Contractor for that increased amount. If the cost is less than the rate listed, DHSP will only reimburse the Contractor for the actual cost of the procedure. As documentation of the actual cost of the procedure the Contractor shall provide invoices from all third party vendors to DHSP with monthly invoices

K. Providing medication appropriate to oral health care services including: all currently approved drugs for HIV related oral manifestations and if necessary, referring client for appropriate medication. Referrals for appropriate medication may not be charged hereunder. Drug treatment shall be provided in accordance

with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

L. Providing or referring clients, as needed, to health specialists including, but not limited to: periodontists, endodontists, oral surgeons, oral pathologists, oral medicine practitioners, and registered dietitians.

M. Developing and disseminating oral health educational materials at medical and other AIDS service organizations thus increase the awareness of physician, case managers and other providers of the availability of oral health services and increasing dental referrals.

N. Maintaining individual client dental records in accordance with current standards.

O. Complying with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

P. Client Registration/Intake: All clients who request or are referred to HIV oral health services are required to complete the client intake process. Client intake determines eligibility if a person is eligible for oral health services and includes demographic data, emergency contact information, next of kin and eligibility documentation. The intake process also acquaints the client with the range of services offered and determines the potential client's interest in such services. Client intake shall be completed in the first contact with the potential client. Contractor shall maintain a client record for each eligible client receiving

oral health care services. Required intake information, forms, and eligibility documentation shall be maintained within the client's record.

(1) Required Intake Forms: Contractor shall develop the following forms in accordance with State and local guidelines. Completed forms, signed and dated by the client, are required for each client, including:

(a) Release of Information (must be updated annually).

New forms must be added for those individuals not listed on the existing Release of Information. Specification should be made about what type of information can be released.

(b) Limits of Confidentiality, should a client or patient disclose harmful, dangerous, or criminal action against another human being, or against himself or herself, it is the healthcare provider's duty to warn appropriate individuals of such intentions; in those cases confidentiality and privileged communication between provider and client does not apply. (Refer to California State Law reporting requirements);

(c) Consent to Receive Services;

(d) Client Rights and Responsibilities;

(e) Client Grievance Procedures;

(f) Proof of HIV diagnosis.

(g) Required Eligibility Documentation; contractor shall obtain the following client eligibility documentation:

Print out of client's file from CaseWatch System OR

- (i) Proof of HIV diagnosis;
- (ii) Proof of income;
- (iii) Proof of residence in Los Angeles County.

Q. General Consideration: There is no justification to deny or modify dental treatment based on the fact that a client has tested positive for HIV. Further, the magnitude of the viral load is not an indicator to withhold dental treatment from the client. If, however, a client's medical condition is compromised, treatment adjustments, as with any medically compromised client, may be necessary.

There is no evidence to support the need for routine antibiotic coverage to prevent bacteremia or septicemia arising from dental procedures for the HIV-infected client. When indicated, the American Heart Association guidelines for antibiotic prophylaxis for bacterial endocarditis should be followed when working with HIV infected clients. The primary care physician must be consulted before utilizing procedures likely to cause bleeding and bacteremia in HIV-infected clients with neutrophil counts below five hundred (500) cells/mm³, not already taking antibiotics as prophylaxis against opportunistic infections.

R. Evaluation: When presenting for dental services, people living with HIV shall be given a comprehensive oral evaluation including:

- (1) Documentation of client's presenting complaint;

(2) Full mouth radiographs or panoramic and bite wings and selected periapical films as appropriate to the ADA Radiographic guidelines;

(3) Complete periodontal exam or PSR (periodontal screening record);

(4) Comprehensive head and neck exam;

(5) Complete intra-oral exam, including evaluation for HIV-associated lesions;

(6) Pain assessment.

When indicated, diagnostic tests relevant to the evaluation of the client shall be performed and used in diagnosis and treatment planning. Biopsies of suspicious oral lesions should be taken; clients must be informed about the results of such tests.

In addition, full medical status information from the client's medical provider, including within the last three (3) month laboratory test results shall be obtained and considered by the dentist. This information may assist the dentist in identifying conditions that may affect the diagnosis and management of the client's oral health. The medical history and current medication list will be updated on a regular basis to ensure all medical and treatment changes are noted.

S. Treatment Planning: In conjunction with the client, each dental provider shall develop a comprehensive, multi-disciplinary treatment plan.

Treatment plans including the above-listed information, will be reviewed with and signed by the client. The behavioral, psychological, developmental and physiologic strengths and limitations of the client shall be considered by the dental professional when developing the treatment plan. The ability to withstand treatment for an extended amount of time or return for sequential visits should be determined when a treatment plan is prepared or when a dental procedure is being initiated.

The client's primary reason for the visit must be considered by the dental professional when developing the dental treatment plan. Treatment priority should be given to the management of pain, infection, traumatic injury or other emergency conditions. The dentist should attempt to manage the client's pain, anxiety and behavior during treatment to facilitate safety and efficiency. The goal of treatment shall be to maintain the most optimal functioning possible.

When developing a treatment plan, the dentist shall consider:

- (1) Tooth and/or tissue supported prosthetic options;
- (2) Fixed prostheses, removable prostheses or a combination of these options;
- (3) Soft and hard tissue characteristics and morphology, ridge relationships, occlusion and occlusal forces, aesthetics and parafunctional habits;
- (4) Restorative implications, endodontic status, tooth position and periodontal prognosis;

(5) Craniofacial, musculoskeletal relationships, including the clinically apparent status of the temporomandibular joints.

Treatment plan shall be completed within a reasonable amount of time. Treatment plan shall be reviewed and updated annually. Treatment plans will include appropriate recall/follow-up schedules. The Clinician shall develop a recall schedule to monitor any oral changes. If the client's CD4 count is below one hundred (100), a three (3)-month recall schedule shall be considered. Treatment plans will be updated as necessary as determined by the dental provider or director of the dental program.

T. Informed Consent: As part of the informed consent process, Dental professionals will discuss the following with the client:

- (1) Appropriate diagnostic information;
- (2) Recommended treatment;
- (3) Alternative treatment and sources of funding;
- (4) Costs (if any);
- (5) Benefits and risks of treatment;
- (6) Limitations of treatment based on health status and available resources.

Dental providers shall describe all options for dental treatment (including cost considerations), and allow the client to be part of the decision making process. After the informed consent discussion, clients will sign an informed consent document for all dental procedures. This

informed consent process will be ongoing as indicated by the dental treatment plan.

U. Encouraging Primary Care Participation: Dentists shall play an important part in reminding clients of the need for regular primary medical care and encouraging clients to adhere to their medication regimens. If a client is not under the regular care of a primary care physician, he or she shall be urged to seek care and a referral to primary care will be made and documented in client's medical record. If after six (6) months, a client has not become engaged in primary medical care, programs may decide to discontinue oral health services until such time that engagement has been accomplished. Clients should be made aware of this policy at time of intake into the program. Under certain circumstances, dental professionals may require further medical information or laboratory results in order to determine the safety and appropriateness of contemplated dental care. In that case, the dentist may require the information before going forward to offer the care.

V. Prevention/Early Intervention: Dental professionals shall emphasize prevention and early detection of oral disease by educating clients about preventive oral health practices, including instruction in oral hygiene. In addition, dental professionals shall provide counseling regarding behaviors (e.g., tobacco use, unprotected oral sex, body piercing in or around the oral cavity) and general health conditions that can compromise oral health. The impact of good nutrition on preserving good oral health should be discussed. Basic nutritional counseling

may be offered to assist clients in maintaining oral health; when appropriate, a referral to a registered dietitian or other qualified person should be made. Clients shall be scheduled for routine examinations and regular prophylaxis at a minimum of once a year. Other procedures such as root planning/scaling will be offered as necessary, either directly or by periodontal referral.

W. Special Treatment Consideration: Most HIV clients can be treated safely in a typical dental office or clinic. Under certain circumstances, however, modifications of dental therapy shall be considered.

(1) Bleeding tendencies may determine whether or not to recommend full mouth scaling and root planning or multiple extractions in one visit. A tooth-by-tooth approach is recommended to evaluate risk of hemorrhage.

(2) In severe cases, clients may be treated more safely in a hospital environment where blood transfusions are available.

(3) Deep block injections should be avoided in clients with a recent history or laboratory results indicating bleeding tendencies.

(4) A pre-treatment antibacterial mouth rinse will reduce intraoral bacterial load, especially for those clients with periodontal disease.

(5) When salivary hypofunction is present, the client should be closely monitored for but not limited to:

(a) Caries,

(b) Periodontitis;

(c) Soft tissue lesions; and

(d) Salivary gland disease.

(6) Fluoride supplements in the form of a rinse and/or toothpaste should be prescribed for those with increased caries and salivary hypofunction. In severe cases of Xerostomia, appropriate referral should be made to a dental professional experienced in dealing with oral mucosal and salivary gland diseases.

X. Triage/Referral/Coordination: In certain cases clients will require a higher level of oral health treatment services than a given agency is able to provide. It is incumbent upon dental health providers to refer these clients to additional providers including: periodontists, endodontists, oral surgeons, oral pathologists, and other oral medicine practitioners. Coordination of oral health care with primary care medical providers is also vital. Regular contact with a client's primary care clinic will ensure integration of services and better client care.

Y. Client Retention: Contractor shall strive to retain clients in oral health treatment services. A broken appointment policy and procedure to ensure continuity of service and retention is required. Follow-up can include telephone calls, written correspondence and/or direct contact in an effort to maintain a client's participation in care. Such efforts shall be documented in the progress notes within the client's dental record.

10. EQUIPMENT PURCHASE: All equipment to be reimbursed by this contract must be pre-approved by DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purpose of this contract, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records on each individual client which shall be current and kept in detail, consistent with good dental and professional practice, in accordance with the California Code of Regulations and HIPAA Privacy Rules. Such records shall include, but not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client dental records shall include, but not be limited to:

- A. Documentation of HIV disease or AIDS diagnosis;
- B. Completed dental assessment signed by a licensed dental care professional;
- C. Current and appropriate treatment/management plan;
- D. Progress notes documenting client status, condition, and response to interventions, procedures, medications;

E. Documentation of all contacts with client including date, services provided, referrals given, signature and professional title of person providing services;

F. Documentation of consultations with and referrals from/to other health care providers.

G. Documentation of oral health services status update to referring primary care provider.

12. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS oral health care services provided hereunder shall be provided by dental care professionals who possess the applicable professional degrees and current licenses or bona fide students enrolled in a professional degree program. Dental care staff shall include at a minimum: dentists, dental assistants, and dental hygienists. Clinical supervision shall be assigned to a licensed dentist who shall be responsible for all clinical operations.

A. Dentists: In order to be licensed dentist must complete a four (4)-year dental program and possess either a D.D.S. or D.M.D. degree. Dentists are regulated by the Dental Board of California (<http://www.dbc.ca.gov/>).

B. Registered Dental Assistants (RDA): In order to be licensed, RDAs must complete the licensure process for RDAs as described by the State of California Department of Consumer Affairs, Dental Board of California Committee on Dental Auxiliaries. This information is available at:

http://www.comda.ca.gov/applicants/becomelicensed_rda_howto.shtml).

C. Registered Dental Hygienists (RDH): In order to be licensed, RDHs must complete the licensure process for RDHs as described by the State of California Department of Consumer Affairs, Dental Board of California Committee on Dental Auxiliaries. This information is available at:

http://www.comda.ca.gov/applicants/becomelicensed_rda_howto.shtml).

D. Prior to performing HIV/AIDS oral health care services, all dental staff will be oriented and trained in policies and procedures of the general practice of dentistry, and specifically, the provision of dental services to persons living with HIV. These training programs shall, at minimum, include:

- (1) Basic HIV Information;
- (2) Orientation to the office and policies related to the oral health of people living with HIV;
- (3) Infection control and sterilization techniques;
- (4) Methods of initial evaluation of the client living with HIV disease;
- (5) Education and counseling of clients regarding maintenance of their own health;
- (6) Recognition and treatment of common oral manifestations and complications of HIV disease;
- (7) Recognition of oral signs and symptoms of advanced HIV disease, including treatment and/or appropriate referral;

Providers are encouraged to continually educate themselves about HIV disease and associated oral health treatment considerations.

13. SUBCONTRACTOR/CONSULTANT AGREEMENTS: Contractor shall adhere to this provision, and those of the Contract and Additional Provisions, for all subcontractor/consultant agreements entered into for the provision of services under this Contract. The proposed subcontractor/consultant agreement must include, but is not limited to, the name of the subcontractor/consultant, period of performance, description of activities that support the goals and objectives of the contract, an evaluation mechanism and itemized budget. Contractor must submit a copy of the proposed agreement within thirty (30) business days, prior to beginning services, for the approval of the DHSP Director. Subcontractor/consultant charges must be approved in advance of the start of the agreement by the DHSP Director.

A. Subcontractor shall remove and replace personnel performing services under this Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

B. County has the absolute right to approve or disapprove all of Contractor's subcontractor/consultants performing work hereunder and any proposed changes in sub-contractor

C. Contractor shall obtain approval of DHSP Director prior to signing any subcontractor/consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for oral health services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: Upon Request, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: Upon Request, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. COUNTY'S DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation process, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test also known as the Mantoux screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit H, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

17. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Contract an emergency and disaster plan,

describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include, but not be limited to, emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake; fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge nor reimbursable hereunder. Contractor shall have a written policies for Contractor's staff regarding how to access Emergency Medical Treatment for clients. A copy of the written policies shall be sent to County's Department of Public Health, Division of HIV and STD Programs, within thirty (30) days of the execution of this Contract and addressed to: Office of the Medical Director.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit I, "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all providers' delivery service sites, and disseminate it to all clients. A Contractor-specific higher standard shall include, at a

minimum, all provisions within the “Bill of Rights”. In addition, Contractor shall notify and provide to its officers, employees, and agents, the “Bill of Rights” document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this “Bill of Rights” document in accordance with Contractor’s own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the “Bill of Rights” document.

20. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS: The purchase of all materials, supplies, and or equipment to provide the applicable services under this contract is the responsibility of the Contractor. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance of purchase by the DHSP Director in order to be eligible for cost reimbursement.

A. In no event shall the County be liable or responsible for payment for materials, supplies, and/or equipment purchased absent the required prior written approval. Any and all materials, supplies, and/or equipment purchased under this Contract are the property of County and must be returned to County in good working order at the end of the Term of the Contract. Contractor shall provide DHSP with an annual list of equipment purchased through this Contract and at the written request DHSP. Contractor shall obtain written approval from DHSP’s Director or designee for all program administrative, educational materials and

promotional associated documents utilized in association with this Contract prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded programs must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit A, Statement of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Contract, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;
- (7) Policies and procedures for services provided;
- (8) Protocols;
- (9) Promotional flyers and posters;
- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-

submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration.

21. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

22. HOURS OF OPERATION: Contractor shall be required to provide oral health care services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below. County may require additional service hours in order to meet specific tasks. Additional evening and weekend hours may be required. Innovative schedules designed to meet patient needs are ideal.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day;

Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

23. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but, shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:

- (a) Satisfactory survey tool;
- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
- (d) Maintain visible suggestion box; or
- (e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

- (1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but, is not be limited to:

- (1) A facility that is handicapped accessible;
- (2) Accessible to public transportation;
- (3) Provide means of transportation, if public transportation is not accessible;
- (4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

Documentation shall include copies of:

- (1) HIV program materials promoting services;
- (2) Documentation explaining eligibility requirements;
- (3) HIV/AIDS diagnosis;
- (4) Low income supplemental;
- (5) Uninsured or underinsured status;
- (6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six (6) months;
- (7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six (6) months;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but, is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service;
- (d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

- (a) Hiring of persons with a criminal record
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:
 - (i) Self paying clients;
 - (ii) Medicare/Medicaid paying clients; or
 - (iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but, is not limited to:

- (1) Implications;
- (2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

- (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

24. CULTURAL COMPETENCY: Program staff should display non- judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual

self-assessment of their cultural proficiency. Program staff shall reflect the diversity of the population served.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|-------------------------------------|-------------------------------------|
| _____ One: Supervisor Molina | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Yaroslavsky | _____ Four: Supervisor Knabe |
| _____ Five: Supervisor Antonovich | |

6 Based on the number of dental procedures to be provided at this site, what percentage of your allocation is designated to this site? _____

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2013 through February 28, 2014

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Unit	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
Site # 6	
Site # 7	
Site # 8	
Site # 9	
Site #10	
Site #11	
TOTAL	

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2014 through February 28, 2015

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Unit	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
Site # 6	
Site # 7	
Site # 8	
Site # 9	
Site #10	
Site #11	
TOTAL	

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

**March 1, 2015 through February 29, 2016
(If extended)**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Unit	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
Site # 6	
Site # 7	
Site # 8	
Site # 9	
Site #10	
Site #11	
TOTAL	

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

**March 1, 2016 through February 28, 2017
(If extended)**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Unit	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
Site # 6	
Site # 7	
Site # 8	
Site # 9	
Site #10	
Site #11	
TOTAL	

EXHIBIT C

SCHEDULE 1

(agency name)

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	<u>Budget Period</u> March 1, 2013 through <u>February 28, 2014</u>	
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	0

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT C

SCHEDULE 2

(agency name)

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	<u>Budget Period</u> March 1, 2014 through <u>February 28, 2015</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contract No. _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES AGREEMENT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2013,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) ORAL HEALTH CARE (DENTAL) SERVICES AGREEMENT", dated _____,
and further identified as Agreement No. _____, and any Amendments thereto (all
hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from Health Resources and
Services Administration, (hereafter "HRSA"), Single Allocation Model (hereafter "SAM")
HIV Care, Catalog of Federal Domestic Assistance (CFDA) Number 93.917; and

WHEREAS, it is the intent of the parties hereto to extend and amend the
Agreement to increase the maximum obligation of County and provide other changes
set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties; and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, the Amendment format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon March 1, 2013.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

“1. TERM: The term of this Agreement shall commence on _____, and continue in full force and effect through February 28, 2015, subject to termination based on the availability of Federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.”

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as

follows:

“2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit _____, and Schedule(s) attached hereto and incorporated herein by reference.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs ____

and _____, shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

_____. During the period March 1, 2013 through February 28, 2014, the maximum obligation of County to compensate Contractor for all

services provided hereunder shall not exceed _____Dollars
(\$_____).

Such maximum obligation is comprised entirely of SAM HIV CARE funds. This sum _____ (\$_____) represents the total maximum obligation for all services provided under this Agreement as shown in Schedules_____, attached hereto and incorporated herein by reference.”

____. During the period March 1, 2014 through February 28, 2015, maximum obligation of County to compensate Contractor for all services provided hereunder shall not exceed _____ Dollars (\$_____).

Such maximum obligation is comprised entirely of SAM HIV CARE funds. This sum _____ (\$_____) represents the total maximum obligation for all services provided under this Agreement as shown in Schedules _____, attached hereto and incorporated herein by reference.“

5. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules_____, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

6. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, Subparagraph A, shall be replaced in its entirety to read as follows:

“7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term’s annual base maximum obligation; and 2) make modifications to or within budget categories within each schedule, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor’s records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County’s Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract

pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.”

7. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE, Subparagraphs C and D, shall be amended to read as follows:

“12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice

to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

8. Paragraph 20, ALTERATION OF TERMS, shall be replaced in its entirety to read as follows:

“20. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. Notwithstanding Paragraph 20, in instances where the County’s Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to ten percent (10%) of each term’s annual base maximum obligation and/or an increase or decrease in funding up to ten percent (10%) above or below each term’s annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments,

as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

C. Notwithstanding Paragraph 20, in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

9. Paragraph 24, QUALITY MANAGEMENT, shall be replaced in its entirety to read as follows:

"24. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on patient linkages to and retention in care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through patient satisfaction survey;
- E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no less than on an annual basis.”

10. Paragraph 25, QUALITY MANAGEMENT PLAN, shall be replaced in its entirety to read as follows:

“25. QUALITY MANAGEMENT PLAN: Contractor shall implement its QM program based on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency’s QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program’s mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators – Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators. Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys,

etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group:

Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

- (1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from

the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident."

11. Paragraph 26, QUALITY MANAGEMENT PROGRAM MONITORING, shall be replaced in its entirety to read as follows:

"26. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;

- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.”

12. Paragraph 27, DHSP GRIEVANCE PROGRAM, shall be added to read as follows:

“27. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have five (5) ways to contact DHSP about their complaints or concerns:

- (1) Grievance (telephone) Line
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their

HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance Management:

(1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have thirty (30) days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall

ensure that staff as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance Program.”

13. Paragraph 34, COUNTY'S QUALITY ASSURANCE PLAN, of ADDITIONAL PROVISIONS, shall be amended to read as follows:

“34. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Agreement term extension option.”

14. Effective on the date of this Amendment, Exhibit _____, SCOPE(S) OF WORK FOR HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

15. Effective on the date of this Amendment, Schedules _____, BUDGET(S) FOR HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

16. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grant Division
DA#_____

EXHIBIT _____

«Agency_Name_ALL_CAPS»

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE SERVICES**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, shall be added to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION: During the period March 1, 2013 through February 28, 2014, the maximum obligation of County to compensate Contractor for all services provided hereunder shall not exceed _____ Dollars (\$_____).

During the period March 1, 2014 through February 28, 2015, the maximum obligation of County to compensate Contractor for all services provided hereunder shall not exceed _____ Dollars (\$_____).”

2. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules _____, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Paragraph 9, SERVICES TO BE PROVIDED, Subparagraphs ____ and ____ shall be added to read as follows:

“9. SERVICES TO BE PROVIDED:

____. Contractor shall provide oral health care services to a minimum of _____ (____) unduplicated clients during the period March 1, 2013 to February 28, 2014.

____. Contractor shall provide oral health care services to a minimum of _____ (____) unduplicated clients during the period March 1, 2014 to February 28, 2015.”

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE SERVICES

	<u>Budget Period</u> March 1, 2013 Through <u>February 28, 2014</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE SERVICES

	<u>Budget Period</u> March 1, 2014 Through <u>February 28, 2015</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES**TABLE 1**Site# 1 of 1

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

California

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley

_____ Two: San Fernando Valley

_____ Three: San Gabriel Valley

_____ Four: Metro Los Angeles

_____ Five: West Los Angeles

_____ Six: South Los Angeles

_____ Seven: East Los Angeles

_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina

_____ Two: Supervisor Ridley-Thomas

_____ Three: Supervisor Yaroslavsky

_____ Four: Supervisor Knabe

_____ Five: Supervisor Antonovich

6 Based on the number of dental procedures to be provided at this site, what percentage of your allocation is designated to this site? 0%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES**TABLE 2****March 1, 2014 through February 28, 2015**

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients	Diagnostic Dental Procedures	Prophylactic Dental Procedures	Dental Procedures
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

SERVICE DELIVERY SITE QUESTIONNAIRE

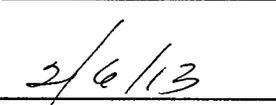
CONTRACT GOALS AND OBJECTIVES**TABLE 2****March 1, 2014 through February 28, 2015**

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients	Diagnostic Dental Procedures	Prophylactic Dental Procedures	Dental Procedures
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

**SOLE SOURCE CHECKLIST
AIDS HEALTH CARE FOUNDATION
THE REGENTS OF CALIFORNIA, UNIVERSITY OF CALIFORNIA LOS ANGELES
HIV/AIDS ORAL HEALTH CARE SERVICES**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>➤ Other reason. Please explain:</p> <p>AIDS Healthcare Foundation (AHF) is being recommended for a sole source contract as it is the only provider in service planning area (SPA) 4 with the capacity to provide the needed oral health care services. While the service delivery site will be located in SPA 4, which continues to have the highest need of HIV/AIDS services in the County, the oral health care services provided by AHF will be available to eligible HIV/AIDS clients from throughout the County. The Department of Public Health (DPH) has two oral health care providers in SPA 4 that began providing services in May 2012; however, these two providers do not have the capacity to provide additional services. Given that SPA 4 has the largest need of HIV/AIDS services in the County, contracting with AHF will help close the gap of clients needing oral health care services.</p> <p>The Regents of California, University of California Los Angeles (Regents – UCLA) is being recommended for a sole source contract as it is the only provider outside of the University of Southern California (USC) in SPA 5 that has the capacity to provide specialty oral health care services immediately, including endodontic, periodontal, and oral surgery services. With the exception of USC, no other DPH-contracted oral health care service provider can provide these specialty services in SPA 5. Further, USC can only provide oral health care services on their campuses where programs are located, such as the School of Dentistry and a new site being added at the USC Keck School of Medicine. USC does not have service sites located outside of their campuses in SPA 5. Lastly, UCLA is the only provider located in SPA 5 who has the capacity to provide oral specialty services in this area.</p> <p>DPH did not complete a competitive solicitation as limited staff resources were focused on converting the ambulatory outpatient medical service contracts from their original cost-based reimbursement model to a fee-for-service model and ongoing local efforts to successfully migrate clients from the Ryan White Program medical care system to Healthy Way LA. However, a timeline to competitively bid oral health care services is currently underway.</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Loreto Maldonado Manager, CEO </div> <div style="text-align: center;">  Date </div> </div>