



Contract Number

SAP Number
4400015584

Department of Public Health

Department Contract Representative	John Greswit
Telephone Number	(909) 388-0255
Contractor	Foothill AIDS Project
Contractor Representative	Maritza Tona
Telephone Number	(909) 482-2066
Contract Term	10/28/2020 through 02/28/2022
Original Contract Amount	\$304,323
Amendment Amount	N/A
Total Contract Amount	\$304,323
Cost Center	9300371000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino (County) desires to provide medical care and support services for individuals living with Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS); and

WHEREAS, County has been allocated funds by the Federal Health Resources and Services Administration to provide such services under the Ryan White HIV/AIDS Treatment Extension Act of 2009; and

WHEREAS, County finds Foothill AIDS Project (Contractor) qualified to provide medical care and support services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. DEFINITIONS 3

II. CONTRACTOR PROGRAM RESPONSIBILITIES..... 4

III. CONTRACTOR GENERAL RESPONSIBILITIES..... 11

IV. COUNTY RESPONSIBILITIES 22

V. FISCAL PROVISIONS..... 22

VI. RIGHT TO MONITOR AND AUDIT..... 24

VII. CORRECTION OF PERFORMANCE DEFICIENCIES..... 25

VIII. TERM 25

IX. EARLY TERMINATION..... 26

X. GENERAL PROVISIONS..... 26

XI. CONCLUSION..... 29

ATTACHMENTS

- ATTACHMENT A – SCOPE OF WORK – ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA**
- ATTACHMENT B – RYAN WHITE UNIT OF SERVICE DEFINITIONS**
- ATTACHMENT C – MOU MINIMUM REQUIREMENTS**
- ATTACHMENT D – TGA CULTURAL AND LINGUISTIC COMPETENCY STANDARDS**
- ATTACHMENT E – ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA REPORTING REQUIREMENTS**
- ATTACHMENT F – DOCUMENT TRANSMITTAL FORM**
- ATTACHMENT G – ASSURANCE OF COMPLIANCE STATEMENT**
- ATTACHMENT H – ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA BUDGET AND ALLOCATION PLAN**
- ATTACHMENT I – ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA INVOICE TEMPLATE**

I. DEFINITIONS

- A. Acquired Immunodeficiency Syndrome (AIDS) – A disease of the body's immune system caused by the human immunodeficiency virus (HIV). AIDS is characterized by the death of CD4 cells, which leaves the body vulnerable to life-threatening conditions, such as infections and cancers.
- B. AIDS Regional Information and Evaluation System (ARIES) – The Management Information System currently utilized throughout the Transitional Grant Area (TGA) and that all selected contractors will be required to use.
- C. Continuum of Care – A comprehensive range of services required by individuals or families with HIV/AIDS in order to meet their health care and psychosocial service needs throughout the course of their illness. The organization of services responds to the individual's changing needs in a coordinated, timely, and uninterrupted manner, increasing access to and maintenance in care.
- D. Cost Effectiveness – Cost effective programs do not necessarily lead to cost savings, although they do provide good value for the money. Cost effectiveness can be described in several ways:
- A service or program is considered cost effective when the unit cost is reasonable and acceptable relative to the benefits and outcomes received/produced.
 - A service may be considered cost effective if it provides an additional benefit worth the additional cost.

As the bulk of services in this RFP are “human services” and understanding that “cost effectiveness,” as it relates to Ending the HIV Epidemic: A Plan for America services, cannot be measured precisely due to regional differences, cost variances, variances among specific population needs, and the varying impacts of the costs and complexities of care associated with co-morbidities usually associated with HIV disease, the cost to provide services will be only one consideration in evaluating proposals. Quality of service and actual health outcomes are also factors in determining cost effectiveness. Services with better outcomes may be more costly, but nonetheless more cost effective when outcomes are considered.

- E. Human Immunodeficiency Virus (HIV) – The causative agent of AIDS. It includes the entire spectrum of the natural history of HIV, from post infection through the clinical definition of AIDS.
- F. HIV Continuum of Care – Sometimes referred to as the HIV treatment cascade, this is a model that outlines sequential steps or stages of HIV medical care that people living with HIV go through from initial diagnosis to achieving the goal of viral suppression. The five stages are diagnosis, linked to care, engaged/retained in care, prescribed Antiretroviral Therapy, and achieved Viral Suppression.
- G. HIV+ or HIV positive – Having had a positive result in a blood test for the Acquired Immunodeficiency Syndrome (AIDS) virus. HIV is a virus that attacks the cells of a person's immune system, specifically CD4 cells.
- H. Health Resources Services Administration (HRSA) – An arm of Health and Human Services, HRSA is a Federal agency with the responsibility/authority for awarding Ending the HIV Epidemic: A Plan for America grants.
- I. Inland Empire HIV Planning Council (IEHPC) – The planning body appointed by the County Board of Supervisors and mandated by Federal law to set service priorities for funding allocations for the expenditures of Ryan White Part A Program funds.
- J. Minority AIDS Initiative (MAI) – MAI, a Ryan White funding stream, funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities.
- K. Memorandum of Understanding (MOU) – An agreement between specified parties for the purpose of linking services for the enhancement of services to People Living With HIV/AIDS (PLWHA) in the Riverside/San Bernardino TGA.
- L. National HIV AIDS Strategy 2020 Update – A five-year plan that details principles, priorities, and actions to guide the national response to the HIV epidemic. The strategy has four primary goals:

1) Reduce new HIV infections, 2) Increase access to care and optimize health outcomes for people living with HIV, 3) Reduce HIV-related health disparities and health inequities, and 4) Achieve a more coordinated national response to the HIV epidemic.

- M. Office of Management and Budget (OMB) – The office within the executive branch of the Federal government, which prepares the annual budget, develops the Federal government’s fiscal program, oversees administration of the budget, and reviews government regulations.
- N. Part A –The Federally funded portion of the Ryan White Program (formerly Title I of the CARE Act) that provides assistance to localities (TGAs) disproportionately affected by the HIV/AIDS epidemic.
- O. Part B – The state funded portion of the Ryan White Program (formerly Title II of the CARE Act) that provides assistance to Local Health Jurisdictions (LHJs) disproportionately affected by the HIV/AIDS epidemic.
- P. Payer of Last Resort – Services that can be reimbursed by any private or public payers should be determined and used before Ending the HIV Epidemic: A Plan for America funds are used to pay for care making this funding the “payer of last resort.” Ending the HIV Epidemic: A Plan for America funds may pay for services that fill the gaps in coverage of these other private or public health care programs, but funds received cannot be used to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by another payment source.
- Q. Program Income – Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in 45 C.F.R. part 74.24, subdivisions (e) and (h)). Program income is most commonly generated by recipients and subrecipients as a result of charging for services and receiving payment from third-party reimbursement. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, and interest on loans made with award funds.

All program income generated as a result of awarded funds must be used for approved project-related activities and it is to be tracked and reported to the County.
- R. Ryan White Program – The federal law enacted in 1990 as the Ryan White CARE Act to address the health care and service needs of people living with HIV/AIDS and their families. The program was reauthorized in 1996, 2000, 2006, and 2009.
- S. Supplanting of Ending the HIV Epidemic: A Plan for America funds – Ending the HIV Epidemic: A Plan for America funds cannot be used to replace or substitute other federal, state, or other funds in the payment of services to clients.
- T. Transitional Grant Area (TGA) – A Ryan White Program Part A-funded jurisdiction that has reported at least 1,000 but fewer than 2,000 AIDS cases during the previous five (5) years. The TGA referred to in this RFP is the combined counties of Riverside and San Bernardino.

II. CONTRACTOR PROGRAM RESPONSIBILITIES

A. SERVICES

Contractor shall:

- 1. Provide services as set forth in the Scope of Work – Ending the HIV Epidemic: A Plan for America (Attachment A) and Ryan White Unit of Service Definitions (Attachment B).
- 2. Develop and deliver program in accordance with the most current:
 - a. IEHPC Standards of Care. Copies of these standards are available on www.iehpc.org.

- b. HRSA/HAB Policy Letters and Monitoring Standards. <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>.
- c. Local Ryan White Program policies (general and ARIES). Documents will be distributed separately and are also available upon request.
- d. State Office of AIDS ARIES policies. http://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_aries_resources.aspx

B. PROGRAM REQUIREMENTS

All EHE funded programs must:

1. Establish mechanisms to track and demonstrate client eligibility at point of service.
2. Have mechanisms to ensure that clients who receive EHE funded services are not eligible for services funded by other sources, including mechanisms to document that all other service options to meet a client's need were explored and a determination was made that no other resource was available before EHE funds were used.
3. Establish mechanisms for integration and/or coordination with existing service providers, as appropriate, and participate in the community-wide HIV/AIDS continuum of HIV prevention and care, as described in MOU Minimum Requirements (Attachment C).
4. Ensure mechanisms to increase access to care for all eligible clients in the geographic area(s) to which the agency is applying for funding.
5. Designate administrative staff or line staff, as necessary, to regularly attend required Quality Management (QM) sessions. "Regularly attend" means attending 90% of more of the scheduled meetings.
6. Establish mechanisms to:
 - a. Comply with the Quality Management components as outlined above.
 - b. Effectively collect and maintain data and other records to demonstrate performance related to the indicators for each service and provide progress reports in a format communicated by and acceptable to the County.
 - c. Identify a QM Technical Lead who will:
 - 1) Participate in the monthly QM calls to provide updates on activities, needs, and assistance;
 - 2) Participate in the quarterly QM meetings; and
 - 3) Provide and facilitate training/support for agency staff.
7. Have a written process to facilitate culturally and linguistically appropriate transition of clients to other services, as needed, at any time during the contract period.
8. Ensure that services delivered are culturally and linguistically specific to the population(s) served and that contracted agency adheres to the TGA Cultural and Linguistic Competency Standards (Attachment D).
9. Establish mechanisms for outreach to individuals with HIV/AIDS, who are aware of their status, but are not in care, to inform them of available services and bring those eligible for services into care.
10. Establish mechanisms and specific strategies that will identify individuals who are unaware of their HIV status, make them aware (provide or refer to testing), and bring them into care (refer and link).
11. Establish mechanisms and specific strategies to assist HIV+ individuals with obtaining medical insurance and navigating insurance systems to ensure maintenance in care.

12. Establish mechanisms to address client needs along the HIV Continuum of Care, either directly or through collaboration.
13. Participate in and engage agency clients in a survey of client satisfaction. The County will communicate parameters and methodology to service providers.
14. Designate administrative staff or line staff, as necessary, to regularly attend Ryan White Program meetings and required ARIES Technical Assistance sessions. "Regularly attend" means attending 90% or more of the scheduled meetings.
15. Establish mechanisms to:
 - a. Effectively collect and maintain data and other records to demonstrate performance related to the indicators for each service and provide various progress reports in a format communicated by and acceptable to the County;
 - b. Fully integrate the TGA's management information system [AIDS Regional Information Evaluation System (ARIES)], to collect and report data elements that are required by the TGA. See Ryan White Unit of Service Definitions (Attachment B). ARIES must be installed on Windows-based computers as the system is not compatible with other operating systems; and
 - c. Identify an ARIES "Technical Lead" (TL) who will:
 - 1) Participate on the TGA ARIES TL Collaborative to provide input on the effective use of the system;
 - 2) Provide and facilitate technical support for agency staff; and
 - 3) Participate in training provided by the State Office of AIDS (in person or via webinars) and/or the TGA to ensure sufficient proficiency with the system and provides ARIES specific training to new and existing agency staff.

C. CLIENT ELIGIBILITY

Contractor shall verify and maintain proof of each client's HIV status prior to providing client services under this Contract.

Clients must have an HIV-positive serostatus to be eligible to receive goods or services provided under this Contract. Proof of eligibility shall consist of either:

- a. A statement of diagnosis of AIDS or positive HIV serostatus signed by a licensed physician, licensed Nurse Practitioner, or licensed physician's assistant; or
- b. A medical laboratory's statement of test results clearly indicating positive HIV serostatus and identifying the patient tested.

Anonymous HIV test results will not be accepted as proof of HIV positive serostatus and should not be included in a client's confidential case file. Possession of HIV specific prescription medications is not proof of HIV positive serostatus for purposes of this Contract.

D. CLINICAL QUALITY IMPROVEMENT (CQI)

1. Contractor shall ensure that all appropriate staff participates in the County's continuous quality improvement activities through mandatory regular attendance at meetings and other training functions or activities as specified by the County. "Mandatory regular attendance" means attending 90% or more of the scheduled meetings.
2. Quality Management Plans are required of Ending the HIV Epidemic: A Plan for America subrecipients. This written document shall describe, in a clear and concise manner, all aspects of the subrecipient's quality management program. Components of the written plan shall include, but not limited to, client and agency-specific goals, all quality management activities, including previously implemented performance improvements, and current performance measures. Recipient staff shall review agencies for compliance during site monitoring visits.

3. Non-clinical Reviews shall consist of, but are not limited to, the quality management site visit, which shall be conducted by the program staff respectively. The site visits are herein conducted on an annual basis, at minimum, and shall determine whether the agency's programs and services are in compliance and adhering to the appropriate guidelines for quality and appropriate service delivery. All funded services providers shall receive the reviews.
4. Client Satisfaction assesses client opinion regarding the quality of services provided, through methods such as post-service surveys, clients shall be given the opportunity to express whether expectations were met, exceeded, or were not met or satisfied. Areas to be assessed shall include, but are not limited to, interactions with agency, staff, accessibility to facilities, amount of time spent on waiting list and quality of service(s) rendered. Subrecipient is required to participate fully in all client satisfaction measurement activities, which may include subrecipient developed and system-wide satisfaction survey. Surveys are to be completed annually and shall receive 80% or greater rating on client satisfaction survey. Failure to do so will result in a performance improvement plan, which is to be submitted within thirty (30) days after survey results are submitted to QM Coordinator.
5. Data Management is expected of all programs in order to collect, monitor, and report both client and service encounter data. Subrecipient shall be required to utilize ARIES to input all client and service encounter data. All services billed to the program for reimbursement must be reconciled with the data in ARIES. Data should be used to manage the program including the fiscal aspects of the subrecipient's programs.
6. Contractor shall collect and maintain information utilizing the ARIES Management Information System (MIS), as required by the TGA. Contractor shall comply with applicable State and local ARIES policies. ARIES may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input ARIES data as soon as possible, but no later than twenty (20) calendar days following the month in which services were provided. The County reserves the right to modify or add to the core data elements, provided that the Contractor shall not be required to collect and maintain information related to such core data elements until thirty (30) calendar days following notice of the modification or addition. If Contractor fails to utilize the ARIES MIS and comply with County requirements, this Contract may be terminated as set forth in Section IX.
7. Contractor shall provide various progress reports and have complete and full data entered into ARIES per the timeline indicated on the Ending the HIV Epidemic: A Plan for America Reporting Requirements (Attachment E). The County reserves the right to revise report formats and/or reporting schedules to meet updated program requirements. Failure to submit reports or data as required may result in the delay of payment to the Contractor or termination of the Contract as set forth in Section IX.
8. Outcome Evaluations shall assess health, quality of life, increase in knowledge, and cost-effective measures for each service category. Subrecipient shall participate fully in all evaluation activities including, but not limited to, the continual monitoring of service category specific outcome measures. Subrecipient shall utilize outcome measures specific to each funded service category, and shall document agency performance and submit written reports of the results to the program as prescribed by the program. Subrecipient agrees to send completed quarterly report to the program by the 25th of the month following the end of quarter. In the event the 25th falls on a weekend or a holiday, report is due on the following business day.
 - a) Quarter 1: March – May due June 25th
 - b) Quarter 2: June – August due September 25th
 - c) Quarter 3: September – October due November 25th
 - d) Quarter 4: December – February due March 25th

9. Subrecipient shall use HRSA/HAB performance measures specific to each funded service category, and shall document agency performance and submit results on the reporting document provide by the program biannually on September 25th and March 25th. In the event that the 25th falls on a weekend or holiday, report is due on the following business day. The requirements for the performance measures specific to the service category are as follows:

Percent of RWHAP eligible clients receiving at least one unit of service for a RWHAP-funded service category	Minimum number of performance measures
>=50%	2
>15% to <50%	1
<=15%	0

10. Outpatient/Ambulatory Health Services Contractors will provide services that conform to the current “U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection;” “U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents;” and “Public Health Service Task Force Recommendations for Use of Antiretroviral Drugs in Pregnant HIV-1-infected Women for Maternal Health and Interventions to Reduce Perinatal HIV-1-Transmission in the United States.”
11. Outpatient/Ambulatory Health Services Contractors shall conduct an annual peer review of its practices including at least one (1) external physician to determine whether care provided has been consistent with the U.S. Public Health Service treatment guidelines and general standards of practice and utilization for HIV/AIDS patients. Contractor shall make the resultant report available to the County upon request. See IEHPC Outpatient/Ambulatory Health Services standard.
12. Outpatient/Ambulatory Health Services personnel must be board certified and/or meet all credentialing requirements for their specialty/medical degree. Certification by the American Academy of HIV Medicine (AAHIVM), Association of Nurses in AIDS care (ANAC), and/or other comparable organizations is strongly encouraged. The Contractor shall keep copies of membership documents on file for staff and make them available to the County for review upon request.
13. Contractor shall be required to collect Client Level Data (CLD) and report such data in the required format to the County and to HRSA within the required timeframes. The County will communicate the specific data elements to be collected and the reporting formats and timeframes within the contract year.
14. When providing EHE services, Contractor will adhere to the standards as set forth in the TGA Cultural and Linguistic Competency Standards (Attachment D). Contractor will conduct activities to ensure that targets, as set forth in the standards, are achieved. The County will provide the required formats for various Cultural Competency tools to be used in the measurement of progress toward achieving targets including, but not limited to, Cultural Competency Organizational Self-Assessment and Cultural/Linguistic Competency related questions on the Client Satisfaction Survey.

E. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall:

1. Comply with all requirements of the Ryan White Program.
2. Comply will all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations, and performance under the terms of this Contract and shall procure all licenses and pay all fees and other charges required

thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this Section may result in immediate termination of this Contract.

3. Assume responsibility for full compliance with all applicable laws, statutes, ordinances, administrative orders, rules or regulations and agree to fully reimburse the County for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractors as may be revealed by subsequent audit or otherwise.
4. Comply with EHE Payer of Last Resort requirement. Services that can be reimbursed by any private or public payers must be determined and used before EHE funds are used to pay for care making EHE funding the "payer of last resort." EHE may pay for services that fill the gaps in coverage of these other private or public health care programs, but the funds cannot be used for services that should be reimbursed or paid by other payers. Reasonable, vigorous efforts must be made to utilize and otherwise connect clients with other private or public programs.
5. Comply with Ryan White Program Policy Letters (Program and ARIES) that are generated by the Ryan White Program Office. These may reflect existing or emerging County contractual requirements, Ryan White Program requirements, HRSA requirements and expectations, and IEHPC Directives and policy changes. Contractor shall ensure that its internal policies and procedures are congruent and integrated with the emerging policies of HRSA and the County.
6. Comply with the most recently approved IEHPC Standards of Care. See www.iehpc.org for current standards.
7. Comply with the HRSA/HAB (HIV/AIDS Bureau) National Monitoring Standards pertaining to Part A as indicated at the following website: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>.
8. Comply with the Pilot Program for Enhancement of Employee Whistleblower Protection, Statute (41 U.S.C. §4712).

F. LIMITS ON PROGRAM EXPENDITURES

The following are various constraints related to the provision of Ending the HIV Epidemic: A Plan for America-funded services:

1. Funds from Ending the HIV Epidemic: A Plan for America may not pay for any item or service to the extent that payment has been made (or reasonably can be expected to be made), with respect to that item or service, under any state compensation program, insurance policy, federal or state benefits program, or any entity that provides health services on a prepaid basis (except for a program administered by or providing health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Service)).
2. All providers of care will have a participation agreement under the State plan approved under title XIX of the Social Security Act, or, if not qualified to receive payments under such state plan, the provider does not, in providing health care services, impose a charge or accept reimbursement available from any third-party payer, including reimbursement under any insurance policy or under any Federal or State health benefits program.
3. Funds cannot be used to make cash payments to intended clients of Ending the HIV Epidemic: A Plan for America. This includes cash incentives and cash intended as payment for services.
4. The use of Ending the HIV Epidemic: A Plan for America funds to supplant other federal, state, or other funds is strictly prohibited by law.

5. Funds shall not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building.
6. Funds cannot be used for international travel.
7. Funds cannot be used for Syringe Services Programs (SSPs).
8. Funds cannot be used for Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP is not living with HIV and therefore not eligible for HRSA HAB initiative funded medication.
9. Funds cannot be used to purchase food or meals, including water or other beverages, unless funded under the Ryan White Food Services Category and for the express need and use by RW eligible clients.
10. Funds are for HIV/AIDS related services only. Therefore, research, epidemiological, and capital projects cannot be funded and will not be considered.
11. Other unallowable costs include clothing, employment and employment-readiness services, funeral and burial expenses, property taxes.
12. Administrative costs, including expenses such as overhead and indirect costs, shall not exceed ten (10) percent of the total amount awarded by service.
13. Contracted agencies must “have in place reasonable methodologies for allocating costs among different funding sources and Ending the HIV Epidemic services.” This includes allocation of employee time and effort; “establish and consistently use allocation methodology for employee expenditures where employees are engaged in activities supported by several funding sources.” Allocations must be “reasonable when compared to level of service provided.” All contracted agencies are required to develop a written allocation methodology and submit to the Ryan White Program for review and approval. (HRSA/HAB National Monitoring Standards – Fiscal Part A – Sections G and K).
14. Contracted agencies must comply with contract provisions as well as requirements delineated in related policies, including, but not limited to the HIV/AIDS Bureau (HAB) National Monitoring Standards (NMS), Inland Empire HIV Planning Council (IEHPC) Service Standards, Ryan White Program (RWP) Policies, California State Office of AIDS ARIES Policies, and Health Resources and Services Administration (HRSA) Policies.
15. If an agency receiving EHE funds charges for services, it shall do so on a sliding fee schedule that is readily available to the public. Cumulative charges to individual clients receiving EHE services must conform to statutory limitations. No client shall be denied services solely because of an inability to pay. Contractors are required to have a written Sliding Fee Policy and are required to submit their agency’s Sliding Fee Policy to the Ryan White Program Office, 172 W. Third Street, Basement, San Bernardino, CA 92415-0010, within 60 days of the start of the contract period.
16. A percentage of the funds (as indicated by the Centers for Disease Control) made available to the Contractor under this Contract shall be used to provide services to women, infants, children, and youth with HIV disease. The targets will be provided by the RWP office per request. For the purposes of this provision, the following definitions shall apply:

Women	~~	Females aged 25 and older
Infants	~~	Ages birth to less than 2 years
Children	~~	Ages 2 to 12 years
Youth	~~	Ages 13 to 24 years

17. To the extent possible, equipment and products purchased with EHE funds shall be American made.
18. Travel expenses for employees working on EHE Program funded activities are reimbursable under this Contract when such travel is pre-approved and directly furthers the provision of HIV related services. Expenditures may include mileage and other travel related costs. Travel costs are limited to those allowed by formal organizational travel policy which must include mileage reimbursement rates and maximum per diem and subsistence rates.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief

Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DPH through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph AA of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs V and W of this Section III.

For any subcontractor, Contractor shall:

- 1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 - 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 - 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall utilize the Document Transmittal Form (Attachment F), incorporated herein, for the purpose of transmitting any information or documentation to Program Staff.
- N. Contractor shall develop an agency-specific grievance policy and procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view and forms must be readily available to all service recipients. The County further requires the Contractor to notify every recipient of services of the grievance procedure and to explain the procedure so that clients may be aware of their rights and responsibilities including that from within 30 days of the date of the filing of the grievance, the Contractor must have processed the grievance and must have provided the recipient with a written response. Additionally, documentation signed by the client demonstrating that the Contractor has complied with this requirement must be filed in the recipient's case file and made available to the County upon request.

1. Unresolved Grievance at Contractor Level:

If a grievance is unresolved within the parameters of the internal agency process, the County requires the Contractor to notify every recipient that they have ten business days to take their grievance to the Ryan White Program Office.

To submit an unresolved grievance, the client shall be instructed to submit the following to the Department of Public Health Ryan White Program Office, 172 W. Third Street, Basement, San Bernardino, CA 92415-0010: 1) A completed Grievance Form (standardized) stating the issue and desired resolution, and 2) A copy of all documentation related to the grievance, including a copy of the agency's response with which the client was not satisfied.

2. Grievance Documentation Log:

Contractor shall create, utilize, and make available to the County a Grievance Documentation Log. All received, written grievances must be logged, and the Grievance Documentation log should document the following information: date of log entry, name of client, date grievance was filed, nature of grievance, outcome, and follow-up. All entries noted on the Grievance Documentation Log shall be documented sequentially. The log will be made available to Ryan White Program upon request.

- O. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon

demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.
- R. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- S. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- T. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- U. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
 - 1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report

child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

V. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

W. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

X. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- Y. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- Z. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- AA. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
 3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
 4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
 6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or

expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees”

under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1. Premises operations and mobile equipment.
 - 2. Products and completed operations.
 - 3. Broad form property damage (including completed operations).
 - 4. Explosion, collapse and underground hazards.
 - 5. Personal injury.
 - 6. Contractual liability.
 - 7. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The

claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

BB. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

CC. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

DD. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:

- 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
- 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall

supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment G) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

- a. If applicable, Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7-Section 3 of the Defense of Marriage Act]
 - b. If applicable, The Contractor and its Subcontractor Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
- a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation

of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.

- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- EE. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- FF. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- GG. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- HH. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- II. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- JJ. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- KK. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the (*appropriate dept.) Director or their designee, and shall include County approved branding.
- LL. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract

Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

- MM. Contractor will notify the County of any financial hardship, including inability to meet payroll obligations, inability to pay vendors, a revenue shortfall, or any other event that may impair the Contractor's ability to continue standard operations.
- NN. Contractor will aid in the transition of clients to other agencies throughout the TGA in the event of Contractor closure.
- OO. Contractor shall maintain a written plan that addresses client needs after an emergency event, such as a natural or man-made disaster.
- PP. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

- A. County will provide consultation and technical assistance to the Contractor in carrying out the terms of this Contract.
- B. County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract, and the quality and effectiveness of services provided based on criteria determined by the County. County staff shall monitor the performance of the Contractors at least annually, or as deemed necessary by the County.
- C. County agrees to compensate the Contractor in accordance with the provisions of Section V of the Contract. The process may take up to sixty (60) days from the date of receipt of the invoices.

V. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$304,323 of which \$304,323 may be federally funded, and shall be subject to availability of funds to the County. If the funding source notifies the County that such funding is terminated or reduced, the County shall determine whether this Contract will be terminated or the County's maximum obligation reduced. The County will notify the Contractor in writing of its determination. Additionally, the contract amount is subject to change based upon reevaluation of funding priorities by the IEHPC. Contractor will be notified in writing of any change in funding amounts. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Program Year	Dollar Amount
October 27, 2020 through February 28, 2021	\$102,669
March 1, 2021 through February 28, 2022	\$201,654
Total	\$304,323

- B. Payment to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the required reports and invoices. Expenditures for services submitted by the Contractor for reimbursement must be consistent with the approved Ending the HIV

Epidemic: A Plan for America Budget and Allocation Plan (Attachment H), attached hereto and incorporated by this reference. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.

- C. Contractor shall provide monthly invoices to the County within twenty (20) calendar days or earlier following the month in which services were provided in the format designated in the Ending the HIV Epidemic: A Plan for America Invoice Template (Attachment I), attached hereto and incorporated herein by this reference. Invoices submitted after the required due date will be paid at the sole discretion of the County. Progress and utilization reports must be entered into ARIES before the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly identify the supporting data/information of the submitted invoice, including utilization reports printed from ARIES and logs (as required). Invoices submitted without corresponding utilization, narrative reports, and supporting documentation will not be processed and will be returned to Contractor. Failure to submit documents as required may result in the delay of payment to the Contractor. Refer to RWP Policy #2: Monthly Invoice/Reporting Packet for most recent requirements. The County reserves the right to revise invoice formats to meet updated program requirements. Invoices shall be submitted to:

Ryan White Program Office
San Bernardino County Department of Public Health
Third Street, Basement
San Bernardino, CA 92415-0010
Main Line: (909) 387-6492
FAX: (909) 387-6493

- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item; or 2) to add a new budget line item; or 3) expenditures are expected to exceed the budgeted amount for an object class category (e.g. personnel); or 4) requesting a transfer of funds from one line item to another line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written

request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

- I. For every approved budget modification, the Contractor shall, within ten (10) calendar days, prepare and submit revised budgets and scopes of work to the County incorporating the effects of the approved budget modification. In addition, the County may initiate budget amendments by written or electronic communication with the Contractor specifying the required amendment. The Contractor shall respond by providing revised scope(s) of work and budgets as required to accomplish the requested amendment within the timeframe specified by the County.
- J. County may withhold payment and/or require the return of funds for EHE expenditures for services delivered to clients for which eligibility was not clearly established and documented per HRSA and local policies.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
93.686 Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Foothill AIDS Project
DUNS	176001394
FAIN	UT833958

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 3. Withhold funds pending duration of the breach; and/or
 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of October 28, 2020 and expires February 28, 2022, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for three (3) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Foothill AIDS Project
233 West Harrison Avenue
Claremont, CA 91711

County: (Program Information)
County of San Bernardino
Department of Public Health
Attn: Ryan White Program Office
172 W. Third Street, Basement
San Bernardino, CA 92415-0010

County: (Contract Information)
County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- F. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- N. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- P. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- Q. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- R. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
1. Such governmental body does not have and will not have in force any other contract for like purchases.
 2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.
- Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

XI. CONCLUSION

- A. This Contract, consisting of twenty-nine (29) pages and Attachments A through I, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

Foothill AIDS Project

(Print or type name of corporation, company, contractor, etc.)

►

 Curt Hagman, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Maritza Tona
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino

Title Executive Director
(Print or Type)

By _____
 Deputy

Dated: _____

Address 233 West Harrison Avenue
Claremont, CA 91711

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► _____
 Adam Ebright, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ► _____
 Jennifer Mulhall-Daudel, HS Contracts
 Date _____

Reviewed/Approved by Department
 ► _____
 Corwin Porter, Director
 Date _____

SCOPE OF WORK – Ending the HIV Epidemic: A Plan for America

USE A SEPARATE SCOPE OF WORK FOR EACH PROPOSED SERVICE CATEGORY

Contract Number:	<i>Leave Blank</i>
Contractor:	Foothill Aids Project
Grant Period:	October 1, 2020 – February 28, 2021
Service Category:	Early Intervention Services
Service Goal:	To provide Linkage to Care Coordination to Persons Living with HIV from the targeted population identified via social media outreach, HIV testing services and other community collaborators
Service Health Outcomes:	<p>Link newly diagnosed HIV+ in medical care in 30 days or less</p> <p>Improve retention in care (at least 1 medical visit in each 6-month period)</p> <p>Improve viral suppression rate</p>

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 20/21 TOTAL
Proposed Number of Clients	90	60	0	50	100	30	330
Proposed Number of Visits = Regardless of number of transactions or number of units	118	80	0	58	156	38	450
Proposed Number of Units = Transactions or 15 min encounters (See Attachment P)	475	335	0	160	860	140	1970

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1:</p> <p>Social Media Engagement and Outreach to target populations.</p> <p>Activities:</p> <ul style="list-style-type: none"> ● Increase website utilization and social media following among target at-risk populations. ● Promote support services, outreach services, community of care, and HIV-related resources on website and social media platforms to link undiagnosed, newly diagnosed and those who have fallen out of care. ● Link at-risk populations from social media and website inquiries 	1,2,4,5,6	10/01/20-02/28/21	<ul style="list-style-type: none"> ● Establish 5 partnerships with community-based organizations. Partnerships include a commitment to do one or more of the following: <ul style="list-style-type: none"> ○ Share or utilize FAP's social media content. ○ Promote FAP services to current and new clients. ○ Direct current and new clients to FAP's website and encourage following FAP's social media platforms. ● Increase social media following on all platforms by 15% resulting in a total following of 5,000 people across social media platforms. ● Social media posts generate at least 350 impressions (actual views of post) across all social media platforms every month. ● Social Media Engagement and Outreach coordinator will link 30 new clients to care. New clients will be generated via social media or website. ● Social Media Engagement and Outreach Coordinator will track social media and website analytics monthly to ensure target audience is being reached. ● New inquiries will be referred to Linkage Coordination within 2 days of receiving inquiry.

<p>Element #2:</p> <p>Linkage to Care Coordination to 30 MSM</p> <p>Activities:</p> <p>Identify and problem-solve barriers to care for engagement and retention in care from a strength-based perspective:</p> <ul style="list-style-type: none"> ● Utilize navigation support to reconnect those who have fallen out of care ● Link newly diagnosed to care and rapid ART initiation ● Provide strengths-based linkage follow-up. <p>FAP will utilize the evidenced-based intervention ARTAS.</p>	<p>1,2,4,5,6</p>	<p>10/01/20-02/28/21</p>	<p>●</p> <p>Client file will evidence intake activities including screening for eligibility. Client file will document HIV status, residence. No financial eligibility is required.</p> <p>Client file will evidence assessment of linkage support needs, linkage plan, and contact with clients.</p> <p>Client file will contain Consent for Services, ARIES consent updated every three years, HIPAA Notification and Partner Services Acknowledgement form and other required consent forms.</p> <p>Contact with clients will be documented in ARIES.</p> <p>CD4 and Viral Load data will be entered in ARIES.</p>
<p>Services are provided based on established C&L Competency Standards</p>	<p>1,2,4,5,6</p>	<p>10/01/20-02/28/21</p>	<p>Staff education on FAP cultural competency plan as well as on other cultural competency topics is tracked and documented in agency Training Binder. Staff providing direct services to clients should be culturally and linguistically competent, aware and appreciative of the needs of PLWH.</p> <p>Client file will document preferred language as well as any other pertinent information to provide culturally and linguistically competent services.</p>

<p>Maintain update, quantifiable, required documentation to accommodate reporting and evaluation.</p>	<p>1,2,4,5,6</p>	<p>10/01/20-02/28/21</p>	<p>Linkage referrals and their outcome are documented in ARIES.</p> <p>Outreach activities along with referrals are documented and entered in the ARIES Anonymous Contact dashboard (ACE).</p> <p>Linkage Coordinator will track health outcomes (viral load and CD4 as well as access to medical care services to capture engagement and retention.</p> <p>Program staff will participate in quality management activities and compile reports per contract requirements</p>

SCOPE OF WORK – Ending the HIV Epidemic: A Plan for America

USE A SEPARATE SCOPE OF WORK FOR EACH PROPOSED SERVICE CATEGORY

Contract Number:	<i>Leave Blank</i>
Contractor:	Foothill AIDS Project
Grant Period:	March 1, 2021 – February 28, 2022
Service Category:	Early Intervention Services
Service Goal:	To provide Linkage to Care Coordination to Persons Living with HIV from the targeted population identified via social media outreach, HIV testing services and other community collaborators
Service Health Outcomes:	<p>Link newly diagnosed HIV+ in medical care in 30 days or less</p> <p>Improve retention in care (at least 1 medical visit in each 6-month period)</p> <p>Improve viral suppression rate</p>

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert		FY 21/22 TOTAL
Proposed Number of Clients	180	120	0	100	200	60		660
Proposed Number of Visits = Regardless of number of transactions or number of units	236	160	0	116	312	76		900
Proposed Number of Units = Transactions or 15 min encounters (See Attachment P)	950	670	0	320	1720	280		3940

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1:</p> <p>Social Media Engagement and Outreach to target populations.</p> <p>Activities:</p> <ul style="list-style-type: none"> ● Increase website utilization and social media following among target at-risk populations. ● Promote support services, outreach services, community of care, and HIV-related resources on website and social media platforms to link undiagnosed, newly diagnosed and those who have fallen out of care. ● Link at-risk populations from social media and website inquiries 	1,2,4,5,6	03/01/21-02/28/22	<ul style="list-style-type: none"> ● Establish 5 partnerships with community-based organizations. Partnerships include a commitment to do one or more of the following: <ul style="list-style-type: none"> ○ Share or utilize FAP’s social media content. ○ Promote FAP services to current and new clients. ○ Direct current and new clients to FAP’s website and encourage following FAP’s social media platforms. ● Increase social media following on all platforms by 15% resulting in a total following of 5,000 people across social media platforms. ● Social media posts generate at least 350 impressions (actual views of post) across all social media platforms every month. ● Social Media Engagement and Outreach coordinator will link 30 new clients to care. New clients will be generated via social media or website. ● Social Media Engagement and Outreach Coordinator will track social media and website analytics monthly to ensure target audience is being reached. ● New inquiries will be referred to Linkage Coordination within 2 days of receiving inquiry. ●
<p>Element #2:</p> <p>Linkage to Care Coordination to 50 MSM</p>	1,2,4,5,6	03/01/21-02/28/22	<p>Client file will evidence intake activities including screening for eligibility. Client file will document HIV status, residence. No financial eligibility is required.</p>

<p>Activities:</p> <p>Identify and problem-solve barriers to care for engagement and retention in care from a strength-based perspective:</p> <ul style="list-style-type: none"> ● Utilize navigation support to reconnect those who have fallen out of care ● Link newly diagnosed to care and rapid ART initiation ● Provide strengths-based linkage follow-up. <p>FAP will utilize the evidenced-based intervention ARTAS.</p>			<p>Client file will evidence assessment of linkage support needs, linkage plan, and contact with clients.</p> <p>Client file will contain Consent for Services, ARIES consent updated every three years, HIPAA Notification and Partner Services Acknowledgement form and other required consent forms.</p> <p>Contact with clients will be documented in ARIES.</p> <p>CD4 and Viral Load data will be entered in ARIES.</p>
<p>Services are provided based on established C&L Competency Standards</p>	<p>1,2,4,5,6</p>	<p>03/01/21-02/28/22</p>	<p>Staff education on FAP cultural competency plan as well as on other cultural competency topics is tracked and documented in agency Training Binder. Staff providing direct services to clients should be culturally and linguistically competent, aware and appreciative of the needs of PLWH.</p> <p>Client file will document preferred language as well as any other pertinent information to provide culturally and linguistically competent services.</p>

<p>Maintain update, quantifiable, required documentation to accommodate reporting and evaluation.</p>	<p>1,2,4,5,6</p>	<p>03/01/21-02/28/22</p>	<p>Linkage referrals and their outcome are documented in ARIES.</p> <p>Outreach activities along with referrals are documented and entered in the ARIES Anonymous Contact dashboard (ACE).</p> <p>Linkage Coordinator will track health outcomes (viral load and CD4 as well as access to medical care services to capture engagement and retention.</p> <p>Program staff will participate in quality management activities and compile reports per contract requirements</p>
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RYAN WHITE UNIT OF SERVICE DEFINITIONS

SERVICE	UNIT OF SERVICE
Early Intervention Services (EIS – Part A & MAI)	<ul style="list-style-type: none"> • Encounters = One 15-minute Encounter • Tests = One Test / Confirmatory Test
Emergency Financial Assistance	<ul style="list-style-type: none"> • EFA Case Management = One 15 minute Encounter • EFA Services (Financial Assistance): One month utility Assistance (regardless of dollar amount)
Food Services	<ul style="list-style-type: none"> • \$10 transaction <p>Example:</p> <ul style="list-style-type: none"> ○ One \$10 voucher = 1 unit ○ Four \$10 vouchers = 4 units ○ One \$50 voucher = 5 units ○ One \$10 food bag = 1 unit ○ One \$20 food bag = 2 units
Home and Community-Based Health	<ul style="list-style-type: none"> • One 15-minute Encounter
Housing Service	<ul style="list-style-type: none"> • Housing Case Management = One 15 minute Encounter • Housing Services (Financial Assistance): One Day <p>Example:</p> <ul style="list-style-type: none"> ○ 5 nights hotel/motel (regardless of \$ amount) = 5 days ○ One month's rent = 30 days
Medical Case Management	<ul style="list-style-type: none"> • One 15-minute Encounter
Medical Nutrition Therapy	<ul style="list-style-type: none"> • One 15-minute Encounter
Medical Transportation	<ul style="list-style-type: none"> • One transaction (regardless of \$ amount) <ul style="list-style-type: none"> ○ One taxi payment (one way) ○ One van trip (one way) ○ One bus voucher ○ One gas voucher
Mental Health Services	<ul style="list-style-type: none"> • One 15-minute Encounter
Non-medical Case Management	<ul style="list-style-type: none"> • One 15-minute Encounter
Oral Health Care	<ul style="list-style-type: none"> • One 15-minute Encounter
Outpatient/Ambulatory Health	<ul style="list-style-type: none"> • Medical care: One 15 minute encounter • Emergency medication: One prescription <p>Example:</p> <ul style="list-style-type: none"> ○ 30-day supply of Med-A and 30-day supply of Med-B = 2 prescriptions = 2 transactions = 2 units ○ 15-day supply of Med-C = 1 prescription = 1 transaction = 1 unit
Outreach Services	<ul style="list-style-type: none"> • One 15-minute Encounter
Psychosocial Support Services	<ul style="list-style-type: none"> • One 15-minute Encounter
Substance Abuse Outpatient Care	<ul style="list-style-type: none"> • One 15-minute Encounter

MOU MINIMUM REQUIREMENTS

Minimum Requirements for language related to Memorandums of Understanding between Ending the HIV Epidemic: A Plan for America funded agencies and their partners.

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA FUNDED PROVIDER RESPONSIBILITIES

Provider shall:

- a. Refer eligible clients to Linking Agency for agreed upon services.
- b. Maintain sufficient communication with the Linking Agency to ensure receipt of service utilization at Linking Agency from referred clients.
- c. Enter referral, linkage, service, and utilization data in AIDS Regional Information and Evaluation (ARIES) Management Information System (MIS).

LINKING AGENCY RESPONSIBILITIES

Linking Agencies shall:

- a. Specify period during which services will be available for referred Ending the HIV Epidemic: A Plan for America clients.
- b. Specifically define which services will be available to Ending the HIV Epidemic: A Plan for America.
- c. Communicate client status (e.g. appointment and medication adherence, HIV-related test results) upon request as appropriate to facilitate clients' maintenance in care while maintaining confidentiality.
- d. Reasonably provide cooperation in any Ending the HIV Epidemic: A Plan for America monitoring conducted by Provider, DPH, state, or federal agencies.
- e. Linking Agency agrees to indemnify, defend, and hold the County of San Bernardino and its authorized agents harmless as a result of linking and/or subcontracting with Provider.

JOINT RESPONSIBILITIES

- a. Provider and Linking Agency agree to protect and maintain confidentiality of all clients.
- b. Provider and Linking Agency shall not discriminate against any client on the basis of race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation, or disability.
- c. Provider and Linking Agency shall comply with Ending the HIV Epidemic: A Plan for America, and its regulations, as applicable.
- d. Provider and Linking Agency agree to retain all records in their original form for a period of three (3) years after the termination of this MOU or any other pending matters or actions concerning the records.

OTHER PROVISIONS

- a. DPH will inform Provider of any limitation in the availability of Ending the HIV Epidemic: A Plan for America funds.
- b. Linking Agency has agreed to provide these services within the available agency resources, excluding Ending the HIV Epidemic: A Plan for America funds.
- c. Provider and Linking Agency each agree to provide insurance coverage for their own employees who may provide services under the terms of the MOU.

Ending the HIV Epidemic: A Plan for America
TGA Cultural and Linguistic Competency Standards
Riverside/San Bernardino, CA

Domain & Standard	Indicator	Target
1. <u>Staff Development:</u> Ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically (C&L) appropriate service delivery.	Staff development documentation and personnel files	100% of EHE-funded staff
2. <u>Agency Infrastructure:</u> Ensure that clients receive effective, respectful care that is provided in a manner compatible with their culture, health beliefs, practices, preferred language, and in a manner that reflects and respects the gender and sexual diversity of the community served.	Client Satisfaction	90% of clients surveyed demonstrate satisfaction with services
3. <u>Agency Infrastructure:</u> Implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and management that are representative of the demographic characteristics of the service area.	Staff and Racial/Ethnic Representation	Initial assessment of representation and annual plan to improve if deficiencies are identified
4. <u>Agency Infrastructure:</u> Develop and implement a written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&L appropriate services.	Plan & appropriate training on plan for C&L appropriate service	Completed plan 90 days after contract start date; completed training 60 days after completion of plan
5. <u>Agency Infrastructure:</u> Conduct cultural competency organizational self-assessment and develop a plan to address deficiencies.	Organizational cultural competency self-assessment	Completed self –assessment after 60 days of initial contract start date (<i>first year of 5-year contract only</i>)
6. <u>Agency Infrastructure:</u> Ensure that data on the individual client's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems (MIS), and updated.	AIDS Regional Information Evaluation System (ARIES)	Data entry by submission dates as noted in contract
7. <u>Communication:</u> Offer and provide language assistance services, including bilingual staff/interpreter services, at no cost to each client with limited English proficiency (LEP) at all points of contact, in a timely manner. <i>Family/friends should not be used to provide interpretation.</i>	Client Satisfaction & inclusion of strategy to provide language services in plan (See #4)	90% of clients surveyed indicated receiving linguistically appropriate services; 100% of agencies will have plan/strategy in place within 90 days of contract start date
8. <u>Communication:</u> Make available easily understood client-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.	Client Satisfaction & written materials in languages of target communities	90% of clients demonstrate satisfaction with written materials; availability of materials for annual program review
Source: Adapted from the <i>National Standards for Culturally and Linguistically Appropriate Services in Health Care</i> , U.S. Department of Health and Human Services, Office of Public Health and Science, Office of Minority Health.		

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA REPORTING REQUIREMENTS

(The Program may make changes to the proceeding deadlines in response to local policy needs, federal reporting requirement changes, and the needs of some of its constituencies.)

XII. Repo rt:	Due:	Description:
Billing Invoice	By the 20 th of each month	Invoice will document cost reimbursement and/or total units of service rendered and cost per unit and supporting documentation clearly identifying all line item costs. [Policy #2]
Document Transmittal Form (report agency changes)	By the 20 th of each month with each invoice	Include with all invoices. Also submit with all other hard-copy submissions and when there are changes to report such as change in key staff, service delivery, locations, etc.
Utilization	By the 20 th of each month	All data documenting delivery of service entered into ARIES. [ARIES Policy #3] Also submit any logs/records of utilization data not entered into ARIES (e.g. Outreach Logs)
Subcontracts Report	Within 30 days of the beginning of each program year and when subcontractor changes occur	List of contracts shall include actual contract, proof of non-profit status, and list of subcontractors and accompanying contact information.
Contractor Policies	Within 60 days of the beginning of each program year and when policy changes occur	Report includes the submission of the following policies: <ul style="list-style-type: none"> • Subcontract Monitoring Policy (if applicable) • Eligibility Policy • Alternative Source of Funding Policy • Confidentiality Policy • Sliding fee Scale Policy • Grievance Policy • Voucher Security Policy • Program Income Tracking Policy
Contractor Personnel Professional Licenses	Within 60 days of the beginning of each program year and when personnel changes occur	A list of Ending the HIV Epidemic: A Plan for America Funded personnel and their accompanying licenses shall be reported to RWP Office.

XII. Report:	Due:	Description:
Contractor CQM Plan	Within 60 days of Contract Start Date	Contractor is required to submit a copy of their agency's CQM plan to the RWP Office within 60 days of the start of the contract period.
Cultural and Linguistic Competency Organizational Assessment (1st of 3 years only)	Within 60 days of Contract Start Date (1 st year of 5-year only)	Contractor is required to complete and submit the standardized assessment tool at the beginning of the 1 st year of the 5-year contract period.
Cultural and Linguistic Competence Plan	Within 90 days of Contract Start Date (annually)	Contractor is required to develop a plan for maintaining/improving cultural and linguistic competency based on the results of the organizational assessment. This plan must be updated and resubmitted annually.
Self-Audits	November	Contractor must conduct at least one self-audit at mid-year (Sept/Oct) and report the results no later than November of each year. [Policy # 10]
Year-End Program Income Report	March	Report includes any program income that the agency receives. Source of program income, date of program income, what Ending the HIV Epidemic: A Plan for America Service was the program income applied to, name of service the program income was applied is required to be tracked.
Year-End Narrative Progress Report	March	Report in narrative format that contains the following: 1. Progress made in achieving the administrative and service delivery goals and objectives outlined in the application/contract for Ending the HIV Epidemic: A Plan for America funds. 2. Description of accomplishments and challenges 3. Identify any technical assistance needs.

All completed, signed documentation should be forwarded to the RWP Coordinator. Contractor shall identify one individual to be designated as contact for the purpose of being responsible for, responding to information requests, and ensuring timely completion of the above conditions of award and contractual requirements. Please note: The above list does not represent the extent of all contract requirements and contractors will not be held to dates falling outside the contract period.



Document Transmittal Form

IMPORTANT: This Document Transmittal form must be attached to all correspondence and invoice supporting documentation. Any item received without this form will be returned to the Provider and may result in delayed payment.

Ryan White Program Office
 San Bernardino County Public Health Department
 172 W. Third Street, Basement
 San Bernardino, CA 92415-0010
 Main Line: (909) 387-6492
 FAX: (909) 387-6493

Provider Name:	
Date Documents Sent:	
Date Received by Ryan White Program Office:	
	Date Stamp (To be completed by Ryan White Program Office)

A. REPORT	ENCLOSED
Invoice	
Letter (Any Type)	
Other: _____ (Please Describe)	

Notes to Ryan White Program staff:
Attention:

CHANGE IN PROVIDER INFORMATION

Type of Change	N/A	Effective date, reason for change, estimated date to fill, etc
Change in Administrative & Board personnel (Director, Finance, Chair, etc)		
Number of line staff vacancies		
Change in Point of Contact		
Change in service delivery		
Change in contact info (new phone #'s, new address, etc)		
Change in service hours		
Change in locations (New site, closed site, etc)		

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

ORGANIZATION

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA BUDGET AND ALLOCATION PLAN

Fiscal Year October 1, 2020 – February 28, 2021

AGENCY NAME: Foothill AIDS Project

SERVICE: Early Intervention Services

	A	B	C
Budget Category	Non- Ending the HIV Epidemic: A Plan for America Cost (Other	Ending the HIV Epidemic: A Plan for America Cost	Total Cost ¹
Personnel			
Linkage to Care Case Manager: (TBH) (\$46,000 /12 x FTE .42 for 5 months budget term) Bilingual. Counseling individuals with respect to HIV/AIDS; testing, referrals; ensuring individuals who are out of care/unaware of their HIV positive status are identified of their status, referred into care, and linked to care. Support the connection of individuals living with HIV to a variety of health and social services to include medical, financial, psychosocial, private and public benefits, and other supportive services and to ensure linkage outcomes and viral	\$0.00	\$19,320.00	\$19,320.00
Outreach Coordinator: (TBH) (\$33,600/12 x FTE .42 for 5-month budget term) Bilingual. Conduct outreach services at locations where individuals living with HIV and/or at risk for HIV infection are likely to be encountered; direct individuals to medical care services; provide education, information and referrals for testing and counseling services; follow-up with clients to ensure properly linked; bridge clients who have fallen out of care; coordinate with local and state HIV prevention programs to avoid duplication of services; establish	\$0.00	\$14,112.00	\$14,112.00

<p>Social Media Outreach Coordinator: (TBH) (\$33,600/12 x FTE .42 based on 5-month budget term) Bilingual. Conduct outreach services through social media targeted to individuals living with HIV and/or at risk for HIV infection which they are likely to engage in; direct individuals to medical care services; provide education, information and referrals for testing and counseling services; respond to comments, messages inquiries and other forms of engagement within two days; review of materials to ensure messaging is culturally competent and at-risk populations are being targeted; weekly review of Google Analytics and</p>	\$0.00	\$14,112.00	\$14,112.00
<p>Scheduling Coordinator: (TBH) (\$38,000/12 x FTE .084 based on 5-month budget term) Bilingual. Assists clients by determining needs, scheduling or canceling appointments, or referring to correct service provider. Maintains and updates schedule of service providers' availability; maintains contact with clients, notifying them of any scheduling changes. Codes information and enter into database scheduler system. Maintains files and databases; update and/or purge client contact information. Assist Linkage to Care Coordinator in handling any necessary arrangements for client utilization, i.e. pulling records, determining needs, schedule HIV testing, ensuring necessary</p>	\$0.00	\$3,192.00	\$3,192.00
<p>Fringe Benefits 18% of Total Personnel Costs</p>	\$0.00	\$9,132.48	\$9,132.48
TOTAL PERSONNEL	\$0.00	\$59,868.48	\$59,868.48
<p>Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)</p>			
<p>Office Supplies: Cost of office supplies necessary to the program such as classification folders, copy paper, files, desk, etc. Based on prior year expenses and FTE allocation, estimated cost per</p>	\$0.00	\$778.00	\$778.00
<p>Program Supplies: Cost of printing and duplication services associated with the contract such as printing of appointment cards for clients, program materials including testing supplies, and other client handouts. Based on prior year direct expenditures</p>	\$0.00	\$500.00	\$500.00
<p>Printing/Duplication: Cost of printing and duplication services associated with the contract such as printing of appointment cards for clients, program materials, and other client handouts. Based on prior year direct expenditures and/or FTE</p>	\$0.00	\$250.00	\$250.00

<u>Equipment Lease/Purchase/Maintenance:</u> Cost of equipment lease for copy machines (inclusive of number of copies allowed per month). If applicable, cost of purchasing desktops, laptops, iPad and/or printers for staff use on RW services. Based on prior year expenditures and FTE allocation, estimated	\$0.00	\$2,000.00	\$2,000.00
<u>Telephone/Communications:</u> Direct cost of telephone and communication expenses. This includes conducting client follow-ups when clients miss appointments and conducting crisis intervention when needed; Internet and text messaging system used to remind clients of appointments/groups, and other announcements. If applicable, cell phone. Total cost estimated cost per year:	\$0.00	\$1,000.00	\$1,000.00
<u>Staff Mileage:</u> Mileage reimbursement for program staff when conducting home-visits, accompanying clients to public benefit offices, etc. At an estimated	\$0.00	\$500.00	\$500.00
<u>Transportation Assistance:</u> Transportation Assistance (Riverside County Only): Ride sharing service costs for Riverside County clients who are not eligible for San Bernardino County restricted transportation services to access medical and	\$0.00	\$940.00	\$940.00
<u>Postage:</u> Mail appointment reminder cards, referrals and/or certification eligibility and postage meters.	\$0.00	\$41.52	\$41.52
<u>PC Software:</u> Analytic tools (Google analytics- free; Hootesuite for social media scheduling and/or certification eligibility and postage meters.	\$0.00	\$600.00	\$600.00
<u>Social Media and Website Consultant:</u> Responsible for maintaining and updating the Foothills AIDS Project website. This includes updating the website with an inquiry form, upcoming events, contact information, testimonials, recommendations from current staff or clients and securing the website. The website consultant is also responsible for troubleshooting any technical	\$0.00	\$15,288.00	\$15,288.00
<u>Advertisement (Social Media Ads):</u> marketing 5 websites, popular dating sites or social media platforms (ex. Grindr, Scruff, paid promotions on Instagram) targeting the 6 at-risk demographics.	\$0.00	\$734.00	\$734.00
<u>Evaluation:</u> Develop processes and indicators to monitor change resulting from intervention, prepare reports to communicate results and identify changes to improve outcomes.	\$0.00	\$7,902.10	\$7,902.10

Facility Rent: Cost of facility rent for office dedicated for RW services, based on prior year plus increased rates for current year, total cost estimated cost per year:	\$0.00	\$2,000.00	\$2,000.00
TOTAL OTHER	\$0.00	\$32,533.62	\$32,533.62
SUBTOTAL (Total Personnel and Total Other)	\$0.00	\$92,402.10	\$92,402.10
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc. See next page.)	\$0.00	\$10,266.90	\$10,266.90
TOTAL BUDGET (Subtotal & Administration)	\$0.00	\$102,669.00	\$102,669.00

¹ Total Cost = Ending the HIV Epidemic: A Plan for America (Other Payers) + Ending the HIV Epidemic: A Plan for America (A+B)

- **Total Number of Ending the HIV Epidemic: A Plan for America to be Provided for this Service Category:** 1970
 - **Total Ending the HIV Epidemic: A Plan for America (Column B) Divided by Total Ending the HIV Epidemic: A Plan for America Units to be Provided:** \$52.12
- (This is your agency's Ending the HIV Epidemic: A Plan for America cost for care per unit)*

²**List Other Payers Associated with funding in Column A:**

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2021 – February 28, 2022

AGENCY NAME: Foothill AIDS Project

SERVICE Early Intervention Services

	A	B	C
Budget Category	Non RW Part A Funds	RW Part A Cost	Total Cost
Personnel			
Linkage to Care Case Manager			
TBH x 1.00 FTE = \$ 50,000 Bilingual. Support the connection of individuals living with HIV to a variety of health and social services to include medical, financial, psychosocial, private and public benefits, and other supportive services and to ensure linkage outcomes and viral load suppression are captured.	\$0.00	\$50,000.00	\$50,000.00
Out Reach Coordinator Per Year			
TBH x 1.00 FTE = \$ 45,000 Bilingual. Conduct outreach services at locations where individuals living with HIV and/or at risk for HIV infection are likely to be encountered; direct individuals to medical care services; provide education, information and referrals for testing and counseling services; follow-up with clients to ensure properly linked; bridge clients who have fallen out of care; coordinate with local and state HIV prevention programs to avoid duplication of services; establish linkage agreements with community collaborators; collect and track data to evaluate effectiveness of service deliveries.	\$0.00	\$45,000.00	\$45,000.00
Social Media Outreach Coordinator Per ½ Year			
TBH x 1.00 FTE = \$ 22,500 Bilingual. Update website content and user navigation. Increase agency's social media following, partner with community or county-based organizations, healthcare providers, and testing sites. These partners will repost or utilize HIV-related content from FAP as well as refer at-risk populations to the FAP's website and/or social media. Metrics will be used to ensure 75% of content is reaching at-risk populations and messaging is culturally competent.	\$0.00	\$22,500.00	\$22,500.00

Per Year			
Scheduling Coordinator			
\$38,000			
TBH x 1.00 FTE x .10 FTE = \$3,800.00			
Assists clients by determining needs, scheduling or canceling appointments, or referring to correct service provider, client transportation. Maintains and updates schedule of service providers' availability; maintains contact with clients, notifying them of any scheduling changes. Codes information and enter into database scheduler system. Maintains files and databases; update and/or purge client contact information. Assist Linkage to Care Coordinator in handling any necessary arrangements for client utilization, i.e. pulling records, determining needs, schedule HIV testing, ensuring necessary equipment. Salary is split between RW Service Categories not related to this service category.	\$0.00	\$3,800.00	\$3,800.00
Total Fringe Benefits at a rate of:	18.0%		
	\$0.00	\$21,834.00	\$21,834.00
TOTAL PERSONNEL	\$0.00	\$143,134.00	\$143,134.00
Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Office Supplies: Cost of office supplies necessary to the program such as classification folders, copy paper, files, desk, etc. Based on prior year expenses and FTE allocation, estimated cost per year of: \$800.00	\$0.00	\$800.00	\$800.00
Program Supplies: Cost of printing and duplication services associated with the contract such as printing of appointment cards for clients, program materials including testing supplies, and other handouts to be given out to clients. Based on prior year direct expenditures and / or FTE, estimated cost per year of: \$1,350.00	\$0.00	\$1,350.00	\$1,350.00
Printing/Duplication: Cost of printing and duplication services associated with the contract such as printing of appointment cards for clients, program materials, and other handouts to be given out to clients. Based on prior year direct expenditures and/or FTE, estimated cost per year of: \$250.00	\$0.00	\$250.00	\$250.00

<p>Equipment Lease/Purchase/Maintenance: Cost of equipment lease for copy machines (inclusive of number of copies allowed per month). And if applicable, cost of purchasing desktops, laptops, iPad and/or printers for staff use on RW services. Based on prior year expenditures and FTE allocation, estimated cost of:</p>	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
<p>Telephone/Communications: Direct cost of telephone and communication expenses. This includes conducting client follow-ups when clients miss appointments and conducting crisis intervention when needed; internet and text messaging system used to remind clients of appointments/groups, and other announcements. And if applicable, cell phone. Total cost estimated cost per year:</p>	\$1,300.00	\$0.00	\$1,300.00	\$1,300.00
<p>Staff Mileage: Mileage reimbursement for program staff when conducting home-visits, accompanying clients to public benefit offices, etc. At an estimated cost per year:</p>	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
<p>Transportation Assistance: Transportation Assistance (Riverside County Only): Ride sharing service costs for Riverside County clients who are not eligible for San Bernardino County restricted transportation services to access medical and supportive services.</p>	\$800.00	\$0.00	\$800.00	\$800.00
<p>Postage: Mail appointment reminder cards, referrals and/or certification eligibility and postage meters.</p>	\$54.60	\$0.00	\$54.60	\$54.60
<p>PC Software: Analytic tools (Google analytics- free; Hootsuite for social media scheduling and/or certification eligibility and postage meters.</p>	\$300.00	\$0.00	\$300.00	\$300.00
<p>Social Media and Website Consultant: Responsible for maintaining and updating the Foothills AIDS Project website. This includes updating the website with an inquiry form, upcoming events, contact information, testimonials, recommendations from current staff or clients and securing the website. The website consultant is also responsible for troubleshooting any technical problems through Wordpress, the content management system.</p>	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00
<p>Advertisement (Social Media Ads): marketing 5 websites, popular dating sites or social media platforms (ex. Grindr, Scruff, paid promotions on</p>	\$500.00	\$0.00	\$500.00	\$500.00

Instagram) targeting the 6 at-risk demographics.			
Evaluation: Develop processes and indicators to monitor change resulting from intervention, prepare reports to communicate results and identify changes to improve outcomes. \$7,000.00	\$0.00	\$7,000.00	\$7,000.00
Facility Rent: Cost of facility rent for office dedicated for RW services, based on prior year plus increased rates for current year, total cost estimated cost per year: \$8,000.00	\$0.00	\$8,000.00	\$8,000.00
Total Other	\$0.00	\$38,355	\$38,355
SUBTOTAL (Total Personnel and Total Other)	\$0.00	\$181,489	\$181,489
Administration (limited to 10% of total service budget) Includes cost of administrative salaries for program administration such as Executive Director and Grants Manager. Cost of payroll services, professional and liability expenses, and other costs not allowed under direct program expenses (i.e. equipment maintenance, postage, conferences and trainings).	\$0.00	\$20,165	\$20,165
TOTAL BUDGET (Subtotal & Administration)	\$0.00	\$201,654	\$201,654

¹ Total Cost = Ending the HIV Epidemic: A Plan for America (Other Payers) + Ending the HIV Epidemic: A Plan for America (A+B)

- **Total Number of Ending the HIV Epidemic: A Plan for America to be Provided for this Service Category: 3,940**
- **Total Ending the HIV Epidemic: A Plan for America (Column B) Divided by Total Ending the HIV Epidemic: A Plan for America Units to be Provided: \$51.18**
(*This is your agency's Ending the HIV Epidemic: A Plan for America cost for care per unit*)

²**List Other Payers Associated with funding in Column A:**

INVOICE

**Ending the HIV Epidemic: A Plan for America Program
Riverside/San Bernardino, CA TGA**

Contract Period: _____ **Invoice #:** _____
Agency: _____ **Billing Period:** _____
Contract #: _____ **Service Category:** _____

Line Items	Total Budget	Expended This Period	Expended Contract-to-Date	Unexpended Budget
Personnel				
1. <i>(Position & Incumbent)</i>	\$	\$	\$	\$
2.	\$	\$	\$	\$
etc.				
Total Personnel	\$	\$	\$	\$
Other Contractual				
1. Travel	\$	\$	\$	\$
2. Supplies	\$	\$	\$	\$
3. Equipment	\$	\$	\$	\$
4. Contractual	\$	\$	\$	\$
5. <i>(Nature of Service/Vendor)</i>	\$	\$	\$	\$
6 .	\$	\$	\$	\$
etc.				
Total Contractual	\$	\$	\$	\$
Other				
1. <i>(Specify Nature of Cost)</i>	\$	\$	\$	\$
2.	\$	\$	\$	\$
3.	\$	\$	\$	\$
etc.				
Total Other	\$	\$	\$	\$
Admin Costs				
Totals	\$	\$	\$	\$

I certify that the information provided herein and all costs being claimed are true, correct and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and that the amount claimed has not been previously presented for payment to the County or another third party payor(s).

<i>Authorized Signature</i>		<i>Date</i>	
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