



Contract Number

SAP Number

Department of Public Health

Department Contract Representative	Tarah Cendejas
Telephone Number	(909) 832-0807
Contractor	DAP Health, Inc.
Contractor Representative	David J. Brinkman, Chief Executive Officer
Telephone Number	(760) 323-2118
Contract Term	April 1, 2026 through March 31, 2029
Original Contract Amount	\$69,906
Amendment Amount	N/A
Total Contract Amount	\$69,906
Cost Center	9300371000
Grant Number (if applicable)	800248

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County), hereafter referred to as "County" desires to provide support services under the Ryan White Program Part B for persons living with Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS); and

WHEREAS, the County conducted a competitive process to find DAP Health, Inc. (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide Ryan White Part B services; and

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

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

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A. DEFINITIONS

- A.1. 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.
- A.2. Board** – The San Bernardino County Board of Supervisors.
- A.3. Continuum of Care** – A comprehensive range of services required by individuals or families with HIV/AIDS 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.
- A.4. Contract** – A document containing a signed agreement between two or more parties that is enforceable by law and clearly defines the responsibilities of the contractor and the Department of Public Health. The term contract includes any written agreement (contract, memorandum of understanding, purchase order, etc.) where an entity agrees to provide services for or to the County, or the County agrees to provide services to an entity.
- A.5. Contractor** – Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
- A.6. 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:
1. A service or program is considered cost effective when the unit cost is reasonable and acceptable relative to the benefits and outcomes received/produced.
 2. A service may be considered cost effective if it provides an additional benefit worth the additional cost.
 3. Ryan White Program services cannot be measured precisely due to regional differences, cost variances, specific population needs, and complexities of care associated with HIV disease. The cost to provide services will be only one consideration in evaluating proposals.
 4. 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.
- A.7. Department of Public Health (DPH)** – The County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout San Bernardino County.
- A.8. Ending the HIV Epidemic (EHE)** – An initiative that aims to reduce new HIV infections in the U.S. by at least 90% by 2030 through targeted strategies and increased funding.
- A.9. Grant Period** – The Ryan White Part B Program grant period is April 1 to March 31 of the following year.
- A.10. Information Management System - HIV Care Connect (HCC)** – The Management Information System currently utilized throughout the San Bernardino County and all selected contractors will be required to use.
- A.11. Human Immunodeficiency Virus (HIV)** – The causative agent of AIDS. It includes the entire spectrum of the natural history of HIV, from the post infection through the clinical definition of AIDS.
- A.12. 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.
- A.13. HIV+ or HIV positive** – Having had a positive result in a blood test for the AIDS virus. HIV is a virus that attacks the cells of a person's immune system, specifically CD4 cells.

- A.14. Health Resources Services Administration (HRSA)** – An arm of Health and Human Services, HRSA is a federal agency with the responsibility/authority for awarding Ryan White grants.
- A.15. 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.
- A.16. Minority AIDS Initiative (MAI)** – Funds target programs to specifically improve HIV-related health outcomes for racial/ethnic minority communities disproportionately affected by HIV/AIDS and reduce HIV-related health disparities.
- A.17. 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.
- A.18. National HIV AIDS Strategy** – A plan that details principles, priorities, and actions to guide the national response to the HIV epidemic. The strategy has four primary goals: 1) Prevent new HIV infections, 2) Improve HIV-related Health Outcomes of people with HIV, 3) Reduce HIV-related health disparities and health inequities, and 4) Achieve integrated, coordinated efforts that address the HIV Epidemic among all partners.
- A.19. 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.
- A.20. Part A** – The federally funded portion of the Ryan White Program (formerly Title I of the CARE Act) that provides assistance to Eligible Metropolitan Areas and Transitional Grant Areas disproportionately affected by the HIV/AIDS epidemic.
- A.21. 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.
- A.22. Payer of Last Resort** – Services that can be reimbursed by any private or public payers should be determined and used before Ryan White Program funds are used to pay for care making Ryan White funding the “payer of last resort.” Ryan White 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.
- A.23. Program Income** – Gross income earned by the subrecipient 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 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. The Ryan White Program Manual states that income resulting from fees for services performed (e.g., direct payment or reimbursements received from Medicare and third-party insurance) can be considered program income. [45 C.F.R. part 74.2]

All program income is to be used by the contractor to provide Ryan White-eligible services to Ryan White-eligible clients, and it is to be tracked and reported to the County.
- A.24. 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 was extended in 2009. The program is currently known as the Ryan White HIV/AIDS Treatment Extension Act of 2009.

- A.25. Ryan White Program 2030** - The program that builds off the foundation of the Ryan White HIV/AIDS Program and the innovative strategies from the first four years of the federal Ending the HIV Epidemic in the U.S. initiative. Ryan White Program 2030 calls on the HIV community to continue to care for those in the Ryan White HIV/AIDS Program while we also prioritize efforts to reach people with HIV who are out of care and not virally suppressed.
- A.26. Services** – The required scope of work to be provided as agreed upon and described in this Contract.
- A.27. Subcontractor** - An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.28. Transitional Grant Area (TGA)** – A Ryan White Program Part A-funded jurisdiction that has reported at least 1,800 AIDS cases during the previous five (5) years and has a population of at least 500,000. The TGA referred to in this RFP is the combined counties of Riverside and San Bernardino

B. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- B.1.** Provide services as set forth in the Scope of Work Part B (Attachment M) and the Ryan White Service Definitions (Attachment H)
- B.2.** Follow Ryan White Program Cultural and Linguistic Competency Standards (Attachment J).
- B.3.** Develop and deliver program in accordance with the most current:
- B.3.1.** Office of AIDS HIV Care Program (HCP) Standards of Care
 - B.3.2.** HRSA/HAV Policy Letter and Monitoring Standards. <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>
 - B.3.3.** California Office of AIDS Guidance and Memorandums. <https://clinicalinfo.hiv.gov/en/guidelines>
 - B.3.4.** Local Ryan White Program policies (general and HCC). Documents will be distributed separately and are also available upon request.
 - B.3.5.** Expend at least 95% of Contractors award.

B.4. PROGRAM REQUIREMENTS

All Ryan White funded programs must:

- B.4.1.** Ensure mechanisms of ongoing monitoring for quality and program evaluation. This includes the development /maintenance of a quality management program that addresses TGA-wide plan as well as goals that are unique to the agency;
- B.4.2.** Establish mechanisms to track and demonstrate client eligibility at point of service;
- B.4.3.** Have mechanisms to ensure that clients who receive Ryan White Program funded services are not eligible for services funded by other sources, including mechanisms to document that other service options to meet a client's need were explored and a determination was made that no other resource was available before Ryan White Program funds are used;
- B.4.4.** 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 I). The HAB National HAB Monitoring Standards (Program Part B – Section F.2, Page 54) require agencies to “establish written referral relationships with specified points of entry [and] document referrals from these points of entry.”
- B.4.5.** Ensure mechanisms to increase access to care for all eligible clients in the geographic area (s) to which the agency is applying for funding;

- B.4.6.** 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;
- B.4.7.** Ensure that services delivered are culturally and linguistically specific to the population(s) served and that contracted agency adheres to the Ryan White Program TGA Cultural and Linguistic Competency Standards (Attachment J);
- B.4.8.** Establish mechanisms for outreach to individuals with HIV/AIDS, who may be aware of their status, but are not in care, to inform them of available services and bring those eligible for services into care;
- B.4.9.** 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);
- B.4.10.** Establish mechanisms and specific strategies to assist HIV+ individuals with obtaining medical insurance and navigating insurance systems to ensure maintenance in care;
- B.4.11.** Establish mechanisms to address client needs along the HIV Continuum of Care, either directly or through collaboration;
- B.4.12.** Establish mechanisms to address the principles and priorities of the Ryan White Program 2030 and incorporate the recommended actions that are relevant to the organization.
- B.4.13.** Participate in and engage agency clients in a survey of client satisfaction. The County will communicate parameters and methodology to service providers;
- B.4.14.** Designate administrative staff or line staff, as necessary, to regularly attend Ryan White Program meetings. "Regularly attend" means attending 90% or more of the scheduled meetings; and
- B.4.15.** 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 management information system HCC, to collect and report data elements that are required by the TGA.
- B.4.16.** Identify an HCC "Technical Lead" (TL) who will:
 - a. Provide and facilitate technical support for agency staff, and
 - b. Participate in training provided by the State Office of AIDS (in person or via webinars) and/or the RWP to ensure sufficient proficiency with the system and provide HCC specific training to new and existing agency staff.

B.5. CLIENT ELIGIBILITY

- B.5.1.** Contractor shall verify and maintain proof of each client's HIV status, residential, financial, and other eligibility prior to providing client services under this Contract, and every twelve months thereafter, in accordance with Financially Eligibility and Residential criteria. For a complete description of client criteria, see the Subrecipient Manual Policy 2.2: Client Eligibility Requirements.

Clients must have a HIV-positive serostatus to be eligible to receive goods or services provided under this Contract (unless providing a service that is allowable to high-risk, HIV negative individuals such as Early Intervention Services and Outreach). Proof of eligibility shall consist of but not limited to either:

- a. A statement of diagnoses 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. Possession of HIV specific prescription medications is not proof of HIV positive serostatus for purpose of this Contract.

B.6. CLINICAL QUALITY IMPROVEMENT (CQI)

- B.6.1.** Contractor shall ensure that appropriate staff participate 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. In the event that Contractor cannot be represented at a meeting, Contractor shall communicate the situation to the Ryan White Program contact as noted in Section J.
- B.6.2.** Client Satisfaction assesses client opinion regarding the quality of services provided, through methods such as post-service survey, 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 services (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 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.
- B.6.3.** 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 HCC to input all client and service encounter data. All services billed to the program for reimbursement must be reconciled with the data in HCC. Data should be used to manage the program including the fiscal aspects of the subrecipients programs.
- B.6.4.** Contractor shall collect and maintain information utilizing the HCC Management Information System (MIS), as required by the TGA. Contractor shall comply with applicable State and local HCC policies. HCC may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input HCC data as soon as possible, but no later than (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 data elements thirty (30) calendar days following notice of the modification or addition. If Contractor fails to utilize the HCC MIS and comply with County requirements, this Contract may be terminated as set forth in Section D.
- B.6.5.** Contractor shall provide various progress reports and have complete and full data entered into HCC per the timeline indicated on the Ryan White Program Reporting Requirements (Attachment L). 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 D.
- B.6.6.** Outcome Evaluations shall assess health, quality of life, increase of 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 outcomes measures. Subrecipient shall utilize outcome measures specific to each funded service category and shall document agency performance. Subrecipient agrees to monitor their performance measures by the 25th of the month following the end of the quarter. In the event the 25th falls on the weekend or a holiday, report is due on the following business day.
 - a. Quarter 1: April – June is due July 25th
 - b. Quarter 2: July –Sept is due October 25th

c. Quarter 3: October –December is due January 25th

d. Quarter 4: January – March is due April 25th

B.6.7. 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.

B.6.8. When providing Part B services, Contractor will adhere to the standards as set forth in the Ryan White Program Cultural Linguistic Competency Standards (Attachment J). 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 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.

B.7. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall:

B.7.1. Comply with all requirements of the Ryan White Program.

B.7.2. Comply with 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.

B.7.3. 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.

B.7.4. Comply with the Ryan White Payer of Last Resort requirement. Services that can be reimbursed by any private or public payers must be determined and used before Ryan White Program funds are used to 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.

B.7.5. Comply with Ryan White Program Policy Letters (Program and HCC) 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 Office of AIDS memorandums 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.

B.7.6. Comply with the most recent California Office of AIDS policies and memorandums.

B.7.7. Comply with the California Office of AIDS HIV Care Program (HCP) Standards of Care. [HIV Care Program](#)

B.7.8. Comply with the HRSA/NAB (HIV/AIDS Bureau) National Monitoring Standards pertaining to Part B as indicated at the following website:

<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/resources/rwhap-nms-part-b.pdf>

B.7.9. Comply with the Pilot Program for Enhancement of Employees Whistleblower Protection, Statute (41 U.S.C. §4712).

B.8. LIMITS ON PROGRAM EXPENDITURES

Contractor shall comply with all funding restrictions specified in the Ryan White Program. The following limitations also apply:

- B.8.1.** Ryan White funds are for HIV/AIDS-related services only. Therefore, research, epidemiological, and capital projects cannot be funded.
- B.8.2.** Funds may not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building except for minor remodeling.
- B.8.3.** Other unallowable costs include clothing, employment and employment-readiness services, funeral and burial expenses, property taxes.
- B.8.4.** Funds cannot be used to purchase food or meals, including water or other beverages, unless funded under the Ryan White Food Service Category and for the express need and use by RW eligible clients.
- B.8.5.** Funds may not be used to make cash payments to recipients of services provided under this Contract. This includes cash incentives and cash intended as payment for Ryan White core medical and support services. Where direct provision of the services is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used.
- B.8.6.** The use of Ryan White Funds to supplant other federal, state, or other funds is strictly prohibited by law. Funds may not be used to provide items or services for which payment already has been made, or can reasonably be expected to be made, by any third party, including without limitation other federal, state, local programs or private insurance programs, including Medicaid and Medicare. The costs of any items that are otherwise reimbursable by such third party are not reimbursable under this Contract. The Contractor shall fully exhaust its ability to claim and receive any third-party reimbursement for its costs before claiming reimbursement under this Contract. Reasonable attempts to obtain funding from other sources must be documented in clients' records (i.e.; justification for the use of Ryan White funds. Failure to comply may require the return of associated funds.
- B.8.7.** If an agency receiving Ryan White Program 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 Ryan White Program Services must comply 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, 451 E. Vanderbilt Way 3rd Floor San Bernardino, CA 92408, within 60 days of the start of the contract period.
- B.8.8.** A percentage of the funds (as indicated by the Center 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

- B.8.9.** To the extent possible, equipment and products purchased with Ryan White Program funds shall be American made.
- B.8.10.** Travel expenses for employees working on Ryan White 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.

- B.8.11.** Administrative costs, including expenses such as overhead and indirect costs, may or may not be available for Part B funded services. Administrative costs are negotiable and shall not exceed (10) percent of the total amount awarded by service. Expenses items considered “Administrative Cost” are detailed in the Ryan White Program Budget and Allocation Plan.
- B.8.12.** Contracted agencies must “have in place reasonable methodologies for allocating costs among different funding sources and Ryan White categories.” 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 B – Sections G and K).

C. GENERAL CONTRACT REQUIREMENTS

- C.1. Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
- C.2. Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.
- C.3. Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- C.4. Contract Exclusivity** – 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 other than on a per order basis, under the terms of this Contract.
- C.5. Attorney’s Fees and Costs** – If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorney’s fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney’s fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- C.6. Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor’s sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County’s hiring criteria, in County’s sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

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.

For Departments that serve vulnerable populations In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and 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, prior to providing any services. 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.

Contractor shall notify the County of any board member, 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/terminated 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, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- C.7. Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
- C.8. Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
- C.9. Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10. Confidentiality –

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.

- C.11. Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- C.12. County Representative** – The Director of the Department of Public Health or their designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.
- C.13. Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. 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. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

- C.14. Debarment and Suspension** – The Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- C.14.1.** Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website (<https://www.sam.gov>);
- C.14.2.** Have not within a three-year period preceding this Contract been convicted of or had a judgement 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 of records, making false statements or receiving stolen property;
- C.14.3.** 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 Section C, Paragraph 14, subparagraph 2 herein; and
- C.14.4.** Have not had within a three-year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15. Drug and Alcohol Free Workplace – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1.** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2.** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3.** 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.

The 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.

C.16. Duration of Terms – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment 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 VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing 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.

C.18. Reserved.

C.19. Improper Influence – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20. Improper Consideration – 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 this 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- C.21. Informal Dispute Resolution** – 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.
- C.22. Legality and Severability** – 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, legality and enforceability of the remaining provisions shall remain in full effect.
- C.23. Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract. Contractor physicians must be licensed to work in the State of California and be board certified or board eligible.
- C.24. Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that 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.
- C.25. Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
- C.26. Nondisclosure** – 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. 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.
- 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 memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- C.27. Notice of Delays** – 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.
- C.28. Ownership of Documents** – 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 products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
- C.29. Reserved**

C.30. Air, Water Pollution Control, Safety and Health – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31. Records – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include 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 comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

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 payments for billings submitted and for termination of the Contract.

C.32. Relationship of the Parties – 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.33. Release of Information – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34. Representation of the County – 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 San Bernardino County.

C.35. Strict Performance – 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.

C.36. Subcontracting – Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. 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 Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

C.36.1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;

C.36.2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and

C.36.3. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

- C.37. Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or 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 provided herein in connection with defense obligations by Contractor for County.
- C.38. Termination for Convenience** – The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. 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.
- C.39. Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
- C.40. Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- C.41. Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of 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. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the 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, employees, or agents 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 applicant.
- C.42. Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County 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 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 officer's staff, County Executive Officer 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.

- C.43. Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

- C.44. Copyright** – 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 this 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 this Contract shall acknowledge the 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 this 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, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45. Reserved

C.46. Reserved

C.47. Reserved

- C.48. California Consumer Privacy Act** – 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).

C.49. Reserved

C.50. Levine Act: Campaign Contribution Disclosure – Contractor has disclosed to the County using [Attachment A](#) – Levine Act: Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51. Reserved

C.52. Reserved

C.53. Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18) – In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54. Use of Biobased Products (FAR 52.223-1) – Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55. Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4) – To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56. Federal Contracting Provisions – This Agreement is federally funded and subject to the additional terms on Attachment [E](#) – Federal Contracting Provisions.

C.57. System for Award Management – 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 the Contract, the County determines the Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies in this section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the 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.58. Vacancies – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the terms 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 positions 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.

C.59. Complaints and Grievance Procedure – Contractor shall provide a system, 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 of all recipients.

Contractor will ensure that staff are knowledgeable on the DPH Complaint and Grievance Procedure (Attachment B - Attachment D-3) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

C.60. Contractor Board of Directors' Meetings – 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 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.

C.61. Child Abuse Reporting – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

C.61.1. 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.

C.61.2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

C.61.3. 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.

C.62. Elder and Dependent Adult Abuse Reporting – Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:

C.62.1. Who Must Report: In accordance with Welfare and Institution Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse.

C.62.2. When to Report: Mandated reports are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:

a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or

b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.

C.62.3. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:

- a. If the abuse has occurred in a long-term care facility, except a state mental hospital or state development center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement.
- b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement.
- c. If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.

C.62.4. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:

- a. Place an immediate telephone call to Adult Protective Services (1-877-565-2020) or local law enforcement to report the incident.
- b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, available at https://cdss.ca.gov/MandatedReporting/story_content/external_files/SOC341.pdf. The completed form must be submitted to the same agency to which the incident was reported by telephone.

C.63. Pro-Children Act of 1994 – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

C.64. Americans with Disabilities Act – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

C.65. Public Accessibility – Contractor shall ensure that Services provided are accessible by public transport.

C.66. 2-1-1 Registration – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location, or contract information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 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.

C.67. Ownership Tools – 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.

C.68. Force Majeure – 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.

C.69. Order of Precedence – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

C.69.1. This Contract

C.69.2. Attachments to this Contract, as indicated herein; and

C.69.3. Price lists, SOWs, and other documents attached hereto or incorporated herein.

C.70. Equipment – All equipment, materials, supplies, or property of any kind (including vehicles, publications, copyrights, etc.) which has a single unit cost of five hundred dollars (\$500) or more, or the amount identified by the funding source, 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 the County, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County when the Contract is terminated. Additional terms are as follows:

C.70.1. The purchase of any furniture or equipment which exceeds a single unit cost of five hundred dollars (\$500), or the amount identified by the funding source, and/or was not included in Contractor's approved budget, shall require the prior written approval of County, and shall fulfill the provisions of this Contract which are appropriate and directly related to Contractor's services or activities under the terms of the Contract. County may refuse reimbursement for any cost resulting from such items purchases, which are incurred by Contractor, if prior written approval has not been obtained from County.

C.70.2. Before equipment purchases made by Contractor are reimbursed by County, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where the equipment will be used during the term of this Contract.

C.70.3. Contractor shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased.

C.71. Supersedes Prior Contracts – 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.

D. TERM OF CONTRACT

D.1. This Contract is effective as of April 1, 2026 and expires March 31, 2029 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one-year (1) periods, or one (1) additional two-year (2) period, by mutual agreement of the parties.

D.2. The County may terminate the Contract immediately if the funds under Section F, Paragraph 1, are not available to the County, and under the provisions of Section I, Paragraph 2, Item 5, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to Contractor thirty (30) days in advance of termination. The Director of DPH is authorized to exercise the County's rights with respect to any termination of this Contract.

D.3. 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.

D.4. 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.

E. COUNTY RESPONSIBILITIES

The County shall:

- E.1.** Provide consultation and technical assistance to the Contractor in carrying out the terms of this Contract.
- E.2.** Monitor and evaluate the performance of the Contractor, at least annually, in meeting the terms of the Contract, and the quality and effectiveness of services provided based on criteria determined by the County.
- E.3.** Compensate the Contractor in accordance with the provisions of Section F of the Contract. The process may take up to thirty (30) days from the date of receipt of the required invoices and reports.

F. FISCAL PROVISIONS

- F.1.** The maximum amount of reimbursement under this Contract shall not exceed \$69,906, of which \$69,906 may be state-funded, and shall be subject to availability of other funds to the County. 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
April 1, 2026 through March 31, 2027	\$23,302
April 1, 2027 through March 31, 2028	\$23,302
April 1, 2028 through March 31, 2029	\$23,302
Total	\$69,906

- F.2.** Payments shall be made on a cost reimbursement basis, and contingent upon the submission by the Contractor, and approval by the County, of the required reports and invoices. Invoices shall be issued with a net thirty (30) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

Contractor shall provide County monthly invoices to the County within twenty (20) days or earlier following the month in which services were provided, 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 HCC before the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly the supporting data/information of the submitted invoice, including utilization report printed from HCC and logs (as required). Invoices submitted without corresponding utilization narrative reports, and supporting documentation will not be processed and will be returned to Contractor. The County reserves the right to revise invoice formats to meet updated program requirements. Refer to the Subrecipient Manual Policy 4.3: Invoice Reporting for most recent requirements. Invoices shall be submitted to:

Ryan White Program Office
Department of Public Health
451 E. Vanderbilt Way, Suite 350
San Bernardino, CA 92408
Email: brook.imbriani@dph.sbcounty.gov

- F.3.** 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.
- F.4.** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for

any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- F.5.** 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.6.** 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.
- F.7.** Contractor shall adhere to the County's Travel Management Policy (8-02 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.
- F.8.** Federally funded non-profit Contractors may elect to include an Indirect Cost Rate in the cost reimbursement contract budget, and have the following four (4) options to recover costs expended in the process of managing the federal awards:
 - F.8.1.** Apply the current federally negotiated indirect cost rate that has been approved by a federal cognizant agency; or
 - F.8.2.** Apply a state negotiated indirect cost rate or a rate negotiated between the pass-through entity and the subrecipient; or
 - F.8.3.** Elect to use a flat de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDO) under the guidelines below; or
 - F.8.4.** Charge costs directly (Direct Charge) as long as those costs are charged the same consistently across the federal awards. Administrative and clerical salaries should be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: 1) services are integral to a project or activity; 2) individuals involved can be specifically identified with the project or activity; 3) costs are explicitly included in the budget or have the prior written approval of awarding agency; and 4) the costs are not also recovered as indirect costs.
- F.9.** Contractors that elect to use the flat de minimis rate must:
 - F.9.1.** Have never held a negotiated rate;
 - F.9.2.** Not be a state or local government or Indian Tribe receiving over thirty-five million dollars (\$35,000,000) in direct federal funding; and
 - F.9.3.** Use the rate consistently across all federal awards until such time Contractor chooses to negotiate a different rate.

The ten percent (10%) rate is not an additional amount over and above the total awarded contract dollar amount.

The rate shall be based off the MTDC, meaning all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontracts up to the first twenty-five thousand (\$25,000).

MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs.

For additional information, please refer to Office of Management and Budget (OMB) 2 CFR 200.412 – Classification of Costs at <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-412> and 2 CFR 200.68 – Modified Total Direct Costs at <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-68>.

F.10. Reserved

F.11. 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 by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase in the maximum dollar amount stated in Paragraph 1 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.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1. Indemnification – I

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 indemnities. The Contractor 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.

G.2. Additional Insured – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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 2010.11 85.

G.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.

G.4. Policies 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.

G.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.

G.6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided 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.

- G.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”.
- G.8. Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- G.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.
- G.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.

- G.11. Insurance Specifications** – 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.

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:

- G.11.1. Workers’ Compensation/Employer’s 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.

- G.11.2. 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:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.

- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3. 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 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.

G.11.4. 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.

G.11.5. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – 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 state 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.

G.11.6. Reserved

G.11.7. Cyber Liability 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 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.

G.11.8. Abuse/Molestation Insurance – 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.

H. RIGHT TO MONITOR AND AUDIT

- H.1.** The County, State and Federal government 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. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2.** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this 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 advanced 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 fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- H.3.** 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.
- H.4.** 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.
- H.5.** 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.
- H.6.** Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending seven hundred fifty thousand dollars (\$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 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.7.** The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) numbers 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 organizations single audit.

US Department of Health and Human Services: _____

Number: 93.917

Title: HIV Care Program – Ryan White Part B Program

- H.8.** County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), 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 Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as DAP Health, Inc.
registered in SAM: _____

UEI: L3MFAS9RKBJ6

FAIN: X0712778

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1.** 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.
- I.2.** 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:
- I.2.1.** Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- I.2.2.** 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
- I.2.3.** Withhold funds pending duration of the breach; and/or
- I.2.4.** Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- I.2.5.** Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the 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.
- I.3.** In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- I.4.** 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.
- I.5.** Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy, or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy, or claim within ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.
- I.6.** If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest-level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.
- I.7.** 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 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.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Public Health
451 E. Vanderbilt Way, 3rd Floor
San Bernardino, CA 92408
Email: shannon.swims@dph.sbcounty.gov

DAP Health, Inc.
1695 N. Sunrise Way
Palm Springs, CA 92262
Email: DBrinkman@daphealth.org

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

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 mail 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.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

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

By _____
Deputy

DAP Health, Inc.

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

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

Name David J. Brinkman

(Print or type name of person signing contract)

Title Chief Executive Officer

(Print or Type)

Dated: _____

Address 1695 N. Sunrise Way

Palm Springs, CA 92262

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Adam Ebright, Deputy County Counsel	► _____	► Janki Patel, Acting Director
Date _____	Date _____	Date _____



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance to the Department of Public Health (DPH) Contract Analyst. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

DPH Administration,
ATTN: Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92408

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance to the Department of Public Health (DPH) Contract Analyst. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

DPH Administration, Contracts and Grants Unit
Attn: Contract Analyst
451 E. Vanderbilt Way
San Bernardino, CA 92408

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: EL CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos del Departamento de Salud Pública. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

DPH Administration,
ATTN: Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92408

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.**

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

Firma del Cliente

Fecha



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos del Departamento de Salud Pública. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

DPH Administration,
ATTN: Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92408

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

ATTACHMENT C

RYAN WHITE GRIEVANCE PROCESS

Section 1 – Requirements

The Ryan White Program requires Recipients to develop grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by HRSA, which address grievances with respect to Ryan White funding. HRSA expects Recipient and Planning Council grievance procedures to be coordinated.

Section 2 – Definitions

Definitions used in these procedures are provided in RWP Grievance Attachment C of this document.

Section 3 – Purpose

The Recipient's grievance policy is designed to provide a process that:

- A. Enables eligible individuals or entities to exercise their rights to file an informal complaint or a formal grievance about specific Recipient policies and procedures and their implementation,
- B. Prevents avoidable grievances and resolves complaints at the informal level whenever possible,
- C. Ensures that each complaint or grievance is addressed and resolved fairly and quickly, and
- D. Meets HRSA requirements and represents sound practice for a TGA.

Section 4 – Who May File a Grievance

Entities and individuals within the Riverside/San Bernardino, CA TGA who are directly affected by the outcome of a decision related to funding ("affected parties") are eligible to file a grievance. This may include:

- A. Providers of HIV-related services that are eligible to receive Ryan White funds, including Minority AIDS Initiative funds,
- B. The Planning Council.

Section 5 – Eligible Grievances

- A. Directly affected parties may file a grievance with regard to either of the following:
 - 1. Deviations from the Recipient's established selection, awards, and contracting process and
 - 2. Deviations from the established process for any subsequent changes to the selection of contractors or awards.

Section 6 – Prospective Implementation of Settlements

Any settlement reached through mediation or arbitration shall involve prospective (future) change. It shall not require reversal of procurement decisions already made. For example, if a mediation or arbitration agreement requires changes in the Recipient's procurement process, the Recipient must use the new process in future procurement activities but is not required to re-do the prior procurement process.

Section 7 – Informal: Early Grievance Resolution

- A. The Recipient recognizes that the best way to deal with grievances is to prevent them. The Recipient shall make all reasonable efforts to prevent circumstances or situations within the procurement processes that could give rise to a grievance.
- B. Dispute prevention efforts shall include at least the following:
 - 1. Availability of a written description of the Recipient's procurement policies and procedures.
 - 2. Training for new Recipient staff and for all independent review panel members each year, to ensure that they understand and are prepared to follow established review policies, processes, and procedures, including related policies and procedures such as conflict of interest.
 - 3. Discussion of the procurement process and related policies at a bidder's conference, if one is held.
 - 4. Specific opportunities for interested parties, including bidders and review panel members, to provide feedback on the procurement process and its implementation.

C. When potential grievances arise, the first steps shall involve informal conflict resolution efforts before the concern becomes a grievance. This informal process includes the following:

1. The Ryan White Program Coordinator or a designee identified by the Public Health Director shall serve as the Recipient's designated point of contact for an affected party with concerns about procurement or related processes that might become a grievance. An affected party that appears to have standing to file a grievance

and has concerns regarding adherence to established processes that are covered by these grievance procedures shall be encouraged to express these concerns to the Recipient representative at the earliest opportunity. The contact must be made within five (5) business days after the disputed situation occurred or after the decision was announced.

2. In any situation where the assigned Recipient representative has a real or perceived conflict of interest or is unable to play a neutral role, the next highest ranking Recipient representative shall handle that situation.

3. The Recipient representative shall log all such contacts and discussions, recording the date, affected party name and contact information, concerns expressed, and the date of the event that led to the concerns.

4. The Recipient representative shall meet with the affected party to review the expressed concerns. The discussion will occur within five (5) business days after the concerns are brought to the attention of the Recipient representative. The Recipient representative shall be prepared to explain the procurement process used and clarify how it works, and to provide other information as appropriate. The Recipient representative may involve other County staff, as needed. Where possible, the affected party's concerns will be resolved through this discussion. The Recipient representative will summarize the discussion in writing and provide the report to the Public Health Administration.

5. If these efforts do not resolve the concerns, the Recipient representative will ensure that the affected party receives written information about the grievance process, timeframes, and how to file a formal grievance.

Section 8 – Formal Grievance

A. Filing a Grievance

1. The affected party must submit a written Grievance Intake Form within five (5) business days after the attempt at informal dispute resolution, (The form is provided in RWP Grievance Attachment D-1.) If no Grievance Intake Form is submitted within this period, the affected party will lose the right to file a grievance.

2. The completed form may be submitted to the Recipient office by U.S. mail with return receipt requested, electronic mail (with electronic signature), or personal delivery during normal business hours.

3. The Recipient representative will log the grievance, and within two (2) business days after receipt will inform the grievant that the grievance has been received and provide a written summary of the grievance process, including steps, forms, and timelines.

4. The Recipient representative will also provide copies of the grievance to the Ryan White Program Coordinator/Designee and Public Health Administration within two (2) business days after receipt.

B. Determination of Standing

The Public Health Administration shall review the grievance, determine whether the affected party is an eligible grievant, and determine whether the situation described represents an eligible grievance. The grievant will be informed of the decision within five (5) business days after the Public Health Administration receives copies of the grievance. If the grievance is rejected, the letter must explain the reasons for the rejection and inform the grievant that they have five (5) days after the date of the letter of rejection to contact the Recipient office to appeal the decision. The grievant will be required to submit additional information to support their appeal prior to Formal Resolution.

1. If the grievant and grievance are determined to have standing, or the grievant files a notice of appeal, the Public Health Administration will contact the grievant to arrange a meeting. A meeting must occur within five (5) business days after determination of standing or receipt of appeal.

C. Formal Resolution

1. If a meeting is arranged, the Public Health Administration shall collect the circumstances, facts, and information available regarding the grievance and provide the grievant with an opportunity to provide additional information and answer questions posed by Public Health Administration. Public Health Administration shall make their judgment regarding the grievance and how it should be resolved. The decision shall be made and sent to the grievant by certified mail, within three (3) business days after the date of the meeting.

2. If the grievant finds the report and proposed resolution satisfactory, the grievant will indicate acceptance by signing one copy of the report and returning it to the Recipient Office.
3. If the grievant's complaint is denied or if the grievant is not satisfied with the resolution in the report, the grievant may request formal non-binding mediation.

Section 9 – Non-Binding Mediation

- A. The grievant shall have five (5) business days from the date of receipt of the written report from the Public Health Administration to request mediation, using a Request for Non-Binding Mediation Form (See RWP Grievance Attachment D-2 for a copy of the form). The form may be delivered to the Recipient via U.S. mail, return receipt requested, electronic mail (with electronic signature), or personal delivery during normal business hours.
- B. If the Recipient does not receive a Request for Non-Binding Mediation Form from the Grievant within five (5) days, the Grievant will waive all further rights to grieve the issue and all associated issues.
- C. The Recipient representative shall log the request for mediation, and within two (2) business days after receiving receipt, inform the grievant that the request has been received.
- D. The Recipient representative's office shall seek a mediator with County Counsel's assistance. Within ten (10) business days after receipt of the request for mediation, Recipient representative shall provide the grievant the name of a neutral person who is skilled in mediation and lives in the TGA. This neutral person shall not have been involved with the decision that is the subject of the grievance and shall have no direct interest in the outcome of the grievance process. The grievant and the Recipient shall both have the opportunity to request a different mediator if the grievant or any Recipient staff involved in the prior review of the grievance is acquainted with the mediator or feels s/he is not neutral.
- E. Upon appointment, the mediator shall, within three (3) business days, contact the grievant and Recipient and agree on a day, time, and location of the initial mediation meeting. Public Health Administration or designee shall represent the Recipient in the mediation. However, other County staff may also attend. The mediation meeting shall be scheduled within ten (10) business days after this first contact with the mediator. The mediator shall review the written report and other information on the circumstances and information available regarding the grievance. The mediator may ask each of the two parties to provide a brief memorandum setting forth its position with regard to the issue(s) that need to be resolved. The mediator may share the memorandum with the other party with the consent of the party that prepared the memorandum.
- F. The mediator will facilitate a meeting between the parties to assist them in obtaining a resolution of the grievance. If the grievance is resolved, the mediator will prepare, and both parties will indicate acceptance by signing a statement of resolution. If the mediator is unable to help the parties reach a resolution or determines that an impasse has been reached, both parties will be so informed in writing. The written statement of resolution or impasse will be provided to the grievant and Recipient within three (3) business days after the mediation meeting.
- G. At this point either party may request binding arbitration, with the understanding that the decision of the arbitrator will be final and binding on both parties.

Section 10 – Binding Arbitration

- A. The grievant may submit a Request for Binding Arbitration Form to the Recipient office (See RWP Grievance Attachment D-3 for a copy of the form). The completed form must be received by the Recipient representative within five (5) business days after the mediation ends. It may be submitted to the office in writing via U.S. mail, return receipt requested, electronic mail (with electronic signature), or personal delivery during normal business hours.
- B. If the Recipient representative does not receive a written form requesting arbitration from the grievant within the specified period, the grievant will waive all further rights to grieve the situation.
- C. The Recipient representative shall log the request for arbitration, and within two (2) business days after receipt, shall inform the Grievant, the Ryan White Program Coordinator/Designee and Public Health Administration that the request has been received. Public Health Administration or designee may represent the Recipient in the arbitration process.
- D. The Recipient representative shall request a neutral arbitrator through the American Arbitration Association (AAA), or through a service identified appropriate by County Counsel and the arbitration will be in accordance with the standards of the AAA. The AAA (or other arbitration services) will provide the name of a disinterested person who is skilled in the process of arbitration to the Recipient designee and grievant within five (5) business days after the Request for Binding Arbitration Form is received. This neutral person shall have had

no involvement in the process that is the subject of the grievance, nor will s/he have any direct interest in the outcome of the grievance process. The grievant and the Recipient representative shall each approve the arbitrator or request a different arbitrator if the grievant or Recipient representative grievance is acquainted with the arbitrator or questions their selection.

E. Once the arbitrator has been accepted by both parties, they shall within three (3) business days contact the grievant and Recipient representative and agree on the date, time, and location for an arbitration meeting. A meeting will be scheduled within fifteen (15) business days.

F. The arbitrator will review correspondence, records, or documentation related to the process that is the subject of the grievance, including materials from the mediator. The arbitrator may ask the two parties to provide additional information related to the grievance, either before or after the meeting.

G. Within seven (7) business days after the arbitration meeting, the arbitrator will deliver to the grievant and the Recipient an arbitration summary and decision, signed by the arbitrator. This decision will resolve the grievance.

H. Within three (3) days of receipt of the arbitrator's decision, all parties shall be required to sign one copy of the decision, which shall be binding on both parties.

Section 11 – Costs

The costs for grievances shall be as follows:

A. There shall be no cost for an informal discussion or for the internal review process.

B. A fee of \$50 shall be charged for filing a Request for Non-Binding Mediation, to contribute to the cost of mediation.

C. A fee of \$100 will be charged for filing a Request for Binding Arbitration, to contribute to the cost of arbitration.

D. In exceptional circumstances, the Recipient may waive either or both fees.

E. Both parties will be responsible for costs related to their own participation in the grievance resolution process, including costs related to any witnesses or documents they choose to bring forward.

Section 12 – Recipient Action Following Resolution of Grievances

Following any agreement reached regarding a grievance against the Recipient, Public Health Administration, Ryan White Program Coordinator/Designee and Recipient representative will meet to discuss the nature of the grievance and the settlement. This meeting will include discussion to clarify whether the agreement was made through internal dispute resolution efforts, mediation, or binding arbitration. The focus will be on ensuring an understanding of the terms of the agreement and all required or desirable actions to be taken by the Recipient to fully meet these terms and to avoid similar situations in the future. The Recipient will take action to ensure clear responsibility for ensuring that all provisions of the agreement are met within the time specified in the agreement or, if no time is included in the agreement, within a time period determined at the meeting.

Section 13 – Confidentiality and Protections

A. Confidentiality:

1. Mediators and arbitrators shall not divulge confidential information disclosed to them by the parties during mediation or arbitration, or share related records, reports, or other documents received, except that the mediator may provide such information to the arbitrator.

2. The Recipient and the Grievant will be asked to maintain similar confidentiality.

3. Agreements on confidentiality may be made as part of the written settlement signed by the Recipient representative and the grievant.

B. Protections: A grievant shall not be discriminated against nor suffer retaliation as a result of filing a grievance in good faith or participating in the investigation of a grievance.

Section 14 – Involvement of County Counsel and Recipient

A. County Counsel: The Recipient representative shall keep the County Counsel, as a representative of the CEO, informed about all active grievances. At their discretion, County Counsel may receive copies of written documents related to a grievance and be present at meetings held at each level of the formal grievance process, including internal meetings, mediation, and arbitration. The Recipient representative shall request advice and assistance from the County Counsel as needed throughout the grievance process.

B. Planning Council: The Recipient shall inform the Planning Council staff when a grievance is received and shall mention active grievances and the resolution of grievances when providing the Recipient report to the Planning Council. The Recipient shall not identify the grievant or provide details of the grievance.

ATTACHMENT D-1

RYAN WHITE GRIEVANCE-FORMAL GRIEVANCE INTAKE FORM

Ryan White Program
San Bernardino County
Department of Public Health

Formal Grievance Intake Form

Grievances and the Right to File a Grievance: Grievances may be filed with the San Bernardino County Department of Public Health (address below).

1. Deviations from the Recipient's established contracting and awards process (for example, the selection of a particular provider in a manner inconsistent with the Department of Public Health's established procurement process), and
2. Deviations from the established process for any subsequent changes to the selection of contractors or awards.

Eligibility: You are eligible to file a grievance if you are directly affected by the outcome of such a deviation. The following entities and individuals may be "affected parties" and eligible to file grievances:

- Providers of HIV-related services that are eligible to receive Ryan White Program funds, including Minority AIDS Initiative (MAI) funds
- The Planning Council

Timing: If you wish to file a grievance with the Recipient, this form must be completed, submitted, and received within twenty (20) business days of the date of the alleged deviation, or the date the decision was announced. You will be contacted within two (2) business days after receipt of this form.

Filing Fee: There is no administrative fee associated with filing this grievance.

Informal Early Grievance Resolution: You are required to first engage in informal discussion about your concerns prior to filing a grievance (see Ryan White Grievance Procedure Section 7). Within five (5) days after the date of the event or action, you may contact the Ryan White Program Recipient representative and request the opportunity to discuss your concerns and seek informal resolution. If you do not reach a resolution acceptable to you, you may file a formal grievance using this form up to five (5) days after the attempt at informal dispute resolution.

Submission: Submit the completed form to San Bernardino County Department of Public Health at the address below by mail, electronic mail (with electronic signature), or bring it to the office during normal working hours. The date of submission is the date the Grievance Intake Form is received by the Recipient representative.

San Bernardino County
Department of Public Health
ATTN: Contracts Unit (RFP ePro No. DPHE26-ASP-6177)
451 E. Vanderbilt Way, 4th Floor
San Bernardino, CA 92408

Formal Grievance Intake Form

Name(s) of person(s) filing the Grievance:

Name of Entity on whose behalf the grievance is being filed:

[Check here if you are filing as an individual ☐

Address:

City and State:

Zip code:

Telephone Number (daytime):

Cell phone (optional):

E-mail address:

Indicate ONE preferred method of contacting you:

☐ Daytime phone ☐ Cell phone ☐ E-mail

☐ Postal service ☐ Other (specify)

What was the date of the alleged deviation from established policy or the date the decision was announced?

Which policy(ies) or procedures do you feel were not followed?

Describe the alleged deviation and how you (entity or individual) were directly affected.

Describe what remedy you seek.

(Add additional pages as needed).

I attest that the information provided in this form is accurate, that I as an individual or the entity I represent has standing to file a grievance with the Ryan White Program Recipient.

Signature of Grievant:

Date:

GRIEVANCE REQUEST FOR NON-BINDING MEDIATION

Ryan White Program
San Bernardino County
Department of Public Health

Request for Non-Binding Mediation Form

Eligibility: You may request non-binding mediation if you filed a formal grievance under RWP (Recipient) grievance policies, the grievance was found to have standing, and you are not satisfied with the proposed resolution in the report of Public Health Administration.

Timing: The Ryan White Program office must receive your request for non-binding mediation within five (5) **business days after you received the written report from Public Health Administration on your formal grievance.**

Filing Fee: The administrative fee for non-binding mediation is \$50. The fee is due at the time of filing and may be paid by check or money order.

Submission: Submit the completed form to San Bernardino County Department of Public Health at the address below by mail, electronic mail (with electronic signature), or bring it to the office during normal working hours. The date of submission is the date the Request for Non-Binding Mediation Form is received by Recipient staff.

San Bernardino County
Public Health Department
ATTN: Contracts Unit (RFP ePro No. DPHE26-ASP-6177)
451 E. Vanderbilt Way, 4th Floor
San Bernardino, CA 92408

Information Required: Your original grievance is on file with the Public Health Department. Please include in this request your contact information, any updated information regarding your grievance and desired remedy, and why you are seeking mediation.

Name(s) of person(s) filing the grievance:
Name of entity on behalf of which the grievance was filed:
[Check here if you are filing as an individual ____]

Address:

City and State:

Zip code:

Telephone Number (daytime):

Cell phone (optional):

E-mail address:

Request for Non-Binding Mediation Form

Indicate ONE preferred method of contacting you:

____ Daytime phone ____ Cell phone ____ E-mail
____ Postal service ____ Other (specify)

On what date did you file the original, formal grievance?

Why are you requesting non-binding mediation?

Please provide any desired updated information about your grievance, how you were directly affected, and the desired remedy. (Use additional pages as needed.) If the information on your Grievance Intake Form is complete and still applies, please indicate that here.

I am requesting non-binding mediation. I have been provided with information about the process and agree to cooperate with the mediator and to meet the timeframes specified.

Signature:

Date:

GRIEVANCE REQUEST FOR BINDING ARBITRATION

Ryan White Program
San Bernardino County
Department of Public Health

Request for Binding Arbitration Form

Eligibility: You may request binding arbitration if you filed a grievance under RWP (Recipient) grievance policies, the grievance was found to have standing and you were unable to reach a satisfactory resolution through the Recipient's internal review by the Public Health Administration or through non-binding mediation.

Binding Arbitration: If you participate in binding arbitration, the decision of the arbitrator will be final, and the settlement specified in the arbitrator's report will be binding on both parties.

Timing: The Ryan White Program office must receive your request for binding mediation within five (5) business days after you received the report from the mediator indicating an impasse or an indication that no mutually satisfactory resolution was reached as a result of non-binding arbitration.

Filing Fee: The administrative fee for binding arbitration is \$100. The fee is due at the time of filing and may be paid by check or money order.

Submission: Submit the completed form to San Bernardino County Department of Public Health at the address below by mail, electronic mail (with electronic signature), or bring it to the office during normal working hours. The date of submission is the date the Request for Non-Binding Mediation Form is received by Recipient staff.

San Bernardino County
Public Health Department
ATTN: Contracts Unit (RFP ePro No. DPHE26-ASP-6177)
451 E Vanderbilt Way, 4th Floor
San Bernardino, CA 92408

Information Required: Your original grievance and your request for non-binding mediation are on file with the Public Health Department. Please include in this request your contact information, any updated information regarding your grievance and desired remedy, a description of previous steps taken under non-binding procedures including mediation that has not resulted in agreement, and why you are seeking binding arbitration.

Name(s) of person(s) filing the grievance:

Name of entity on behalf of which the grievance was filed:
[Check here if you are filing as an individual ____]

Request for Binding Arbitration

Address:

City and State:

Zip code:

Telephone Number (daytime):

Cell phone (optional):

E-mail address:

Indicate ONE preferred method of contacting you:

____ Daytime phone ____ Cell phone ____ E-mail
____ Postal service ____ Other (specify)

On what date did you file the original grievance?

Please describe the previous steps taken under non-binding procedures, including mediation, that have not resulted in an agreement.

Why are you requesting binding arbitration?

Please provide any desired updated information about your grievance, how you were directly affected, and the desired remedy. (Use additional pages as needed.) If the information on your Grievance Intake Form and Request for Non-Binding Mediation is complete and still applies, please indicate that here.

I am requesting binding arbitration. I have been provided with information about the process. I agree to meet specified deadlines for providing information and to participate in one or more sessions with the arbitrator. I recognize and accept that the decision of the arbitrator will be final and must be followed by both parties.

Signature:

Date:

ATTACHMENT E

ASSURANCE OF COMPLIANCE STATEMENT

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

DAP Health, Inc.

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 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990: California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 97, 7CFR Part 15. And 28 CFR 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 ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis 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 contract.

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 11135-11139.8, or any other laws, or the issue may be referred to 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

DAP Health, Inc.

ORGANIZATION

SIGNATURE

ATTACHMENT F

FEDERAL CONTRACTING PROVISIONS

Contractor shall to comply with the following additional terms:

A. Reserved

B. Reserved

C. Reserved

D. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.16(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Reserved

I. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[certification continued on next page]

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, DAP Health, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT G

RYAN WHITE PROGRAM UNIT OF SERVICE DEFINITIONS

SERVICE	UNIT OF SERVICE
Emergency Financial Assistance	One Unit= One day One Month's utilities, One month's Rent housing (30 days = 30 units), One short-term emergency housing for seven (7 days = 7 units), One food service (\$10) (reference food services), One gas voucher (\$10) (reference medical transportation), One prescription of medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance,
Food Services	• 1 Unit = \$10 Transaction (Regardless of \$ Amount) Example: ○ 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
Housing Services	• Housing Case Management = One 15-minute Encounter • Housing Services (Financial Assistance): 1 Unit = One Day Example: ○ 5 Nights Hotel/Motel (Regardless of \$ Amount) = 5 Days, 5 units ○ One Month's Rent = 30 Days, 30 units
Medical Nutrition Therapy	• One 15-minute Encounter • Nutritional Supplement: One Prescription= 1 unit
Medical Transportation	• One Transaction ○ One Taxi Payment (One Way) ○ One Van Trip (One Way) ○ One Bus Voucher ○ One Gas Voucher (\$10)
Non-Medical Case Management	• One 15-minute Encounter
Outreach Services	• One 15-minute Encounter

RYAN WHITE SERVICE DEFINITIONS

EMERGENCY FINANCIAL ASSISTANCE	
Definition	The provision of limited one-time or short-term payments (no more than three times per grant year) to assist a HRSA RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. It does not include ongoing payments for any services or goods for clients, cash payments to clients, or activities that can be paid for under another Ryan White service category.
Service Goal	The overall goal of Emergency Financial Assistance is to enable HIV service clients at risk of loss of essential services or who are in urgent need of maintaining a stable living environment thereby improving quality of life and clinical health outcomes.
Service Components	• Direct payment to an agency or through a voucher program continuation • Current local limit = Payment of one bill up to three times per grant year for essential items or services • Services are provided based on established C&L Competency Standards
Outcomes	• Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate
Outcome Indicators	• Medical visits • Viral Loads
FOOD SERVICES	
Definition	The provision of actual food items, meals, or vouchers to purchase food. This also includes the provision of non-food items that are limited to the following: personal hygiene products, household cleaning supplies, and water filtration/purification systems in communities where issues of water safety exist. It does not include costs to purchase household appliances, pet food, and other non-essential products and does not include cash to purchase food or meals.
Service Goal	The overall goal of food services is to supplement eligible HIV/AIDS client's ability to maintain continuous access to adequate caloric intake and balanced nutrition sufficient to maintain optimal health in the face of compromised health status due to HIV infection in the TGA.
Service Components	• Food vouchers, home delivered meals, actual food, and/or hot meals • Licensure and Food Handling certification required if applicable • Current local limit = \$80 per client per month • Services are provided based on established C&L Competency Standards
Outcomes	• Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate
Outcome Indicators	• Medical visits • Viral Loads
HOUSING SERVICES	
Definition	Housing Services include transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment, including temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with these services. Activities within the Housing category must also include the development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing. Housing may provide some type of core medical (e.g., mental health services) or support services (e.g., residential substance use disorder services).

	Therefore, such assistance cannot be provided on a permanent basis and must be accompanied by a strategy to identify, relocate, and/or ensure the client or family is moved to, or capable of maintaining, a long-term, stable living situation. Housing services funds cannot be used in the form of direct cash payments to clients and cannot be used for mortgage payments. Assistance may cover a client's security deposit if policies ensure its return to the subrecipient, not the client.
Service Goal	Enable HIV service clients at risk for loss of shelter to remain in, enter, or re-enter a stable living environment and assist in locating and placing eligible clients in emergency/temporary shelter.
Service Components	• Housing Case Management: Housing referral services defined as assessment, search, placement, and advocacy services must be provided by case managers or other licensed professional(s) who possess a comprehensive knowledge of local, state, and federal housing programs and how these programs can be accessed • Make referrals to appropriate long-term housing resources. • Provide housing, rental assistance, including housing units and group quarters that have supportive environments. • Other components may include but are not limited to the following, as they relate to housing needs: counseling, case management, life skills training, and education. • Current local limit = 90 days per client per program grant year • Services are provided based on established C&L Competency Standards.
Outcomes	• Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate • Improve stable housing rate
Outcome Indicators	• Medical visits • Viral Loads • Living Situation/Housing data
MEDICAL NUTRITION THERAPY	
Definition	Nutrition Therapy services include nutrition education and counseling provided by a licensed registered dietician pursuant to a medical provider's referral. Nutritional services are based on a nutritional plan resulting from nutrition assessment/screening and dietary/nutritional evaluation. Food and/or nutritional supplements may also be provided per medical provider's recommendation. These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services.
Service Goal	To optimize nutritious status, prevent the development of nutrient deficiencies, promote attainment and maintenance of optimal body weight and composition, and maximize effectiveness of HIV medications/treatment.
Service Components	• Initial nutrition assessment and screening, followed by regular evaluations to monitor changes. • Nutrition care plan signed and dated by the dietician; updated annually or more frequently, if necessary. • Food and/or nutritional supplements per medical provider's recommendation • Nutrition education and/or counseling • Service documentation, including provider's referral, reassessment dates, therapy termination date, follow-up recommendations, and supplement/food distribution details, if applicable. • Services are provided based on established C&L Competency Standards.
Outcomes	• Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate

Outcome Indicators	• Medical visits • Viral Loads
NON-MEDICAL CASE MANAGEMENT SERVICES	
Definition	Non-Medical Case Management Services (NMCM) is the provision centered activities focused on improving access to and retention in needed core medical and support services. NMCM provides coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate. Case Management (non-medical) does not involve coordination and follow-up of medical treatments, as medical case management does.
Service Goal	To assist individuals in attaining and maintaining a maximum level of health and independent functioning through service information, referrals, and coordination of resources. Staff assess client needs; help establish and evaluate goals and links clients to community resources, including partner services and testing. The Case Manager is also an advocate on behalf of their clients
Service Components	• Initial assessment of service needs • Initial and ongoing assessment of acuity level • Development of a comprehensive, individualized care plan • Continuous client monitoring to assess the efficacy of the care plan • Re-evaluation of the care plan at least every 6 months with adaptations as necessary • Ongoing assessment of the client's and other key family members' needs and personal support systems • Provide education, advice and assistance in obtaining medical, social, community, legal, financial (e.g. benefits counseling), and other services • Discuss budgeting with clients to maintain access to necessary services • Case conferencing with Medical Case Management Staff on behalf of the client • Benefits counseling (assist with obtaining access to other public and private programs for which clients are eligible (e.g. Medi-Cal, Medicare, Covered CA, ADAP, Premium Assistance, etc.). • Services are provided based on established C&L Competency Standards
Outcomes	• Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate
Outcome Indicators	• Medical visits • Viral Loads
OUTREACH SERVICES	
Definition	Programs that have as their principle purpose: • The identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services • Provision of additional information and education on health care coverage options • Re-engagement of people who know their status into Outpatient/Ambulatory Health Services Funds may not be used to pay for HIV counseling or testing and outreach services cannot be delivered anonymously. Broad scope awareness activities that address the general public (poster campaigns for display on public transit, billboards, TV or radio announcements, social marketing electronic media, etc.) may be funded provided that they are targeted and contain HIV information with explicit and clear links to testing and HIV health care services.
Service Goal	Re/link HIV+ individuals to care and support services to improve health and decrease viral load.

Service Components	• Conduct services as times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior will be encountered. • Direct/redirect positive individuals to medical case management and medical care. • Provide education and informative materials regarding the availability of testing and HIV/AIDS care services to all individuals in need of and/or seeking HIV/AIDS information such as those at-risk, those who are HIV positive, those affected by HIV, and caregivers. • Referrals to testing, medical care, and support services • Follow-up activities to ensure linkage • Utilize the “Bridge” model to reconnect those that have fallen out of care • Establish and maintain formal linkages with traditional (prisons, homeless shelters, treatment centers, etc.) AND non-traditional (faith-based organizations, community centers, hospitals, etc.) entry points • Plan and deliver outreach in coordination with local and state HIV prevention outreach programs to avoid duplication of effort • Target populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection • Collect and track quantifiable service and outcome data for local evaluation of effectiveness • Utilize standardized, required documentation to record encounters, progress • Services are provided based on established C&L Competency Standards.
Outcomes	• Link newly diagnosed HIV+ to medical care in 30 days or less • Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate
Outcome Indicators	• Successful linkages to HIV health care (first time) • Medical visits • Reduction in Unmet Need • Viral Loads

MEDICAL TRANSPORTATION SERVICES

Definition	Medical Transportation is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services. Unallowable costs include: direct cash payments or cash reimbursements to clients, direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle, and any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees.
Service Goal	To provide transportation services for eligible individuals to access necessary health care or support services, considering their specific health-care needs. These services, which can be routine or emergency-based, aim to improve access using various transportation methods throughout the TGA. No-cost, non-profit or volunteer transportation services should be used as often as possible.
Service Components	• Provide the most economical means of transportation whenever possible • Bus pass (monthly pass only when justified, otherwise day pass) • Gasoline vouchers • Van trip • Hired transportation including but not limited to ride share services • Urgent taxi trip • Collect and maintain data to document that funds are used only for medical appointments and to obtain support services to maintain participation in medical care (origin, destination, method, etc). • Restricted to pick-up and drop-off points within the TGA

	• Documentation must be maintained for all modes • Maximum of up to \$70 per month, per client • Services are provided based on established C&L Competency Standards.
Outcomes	• Improve retention in care (at least 1 medical visit in each 6-month period) • Improve viral suppression rate
Outcome Indicators	• Medical visits • Viral Loads

ATTACHMENT I

MOU MINIMUM REQUIREMENTS

Minimum Requirements for language related to Memorandums of Understanding between Ryan White Program funded agencies and their partners.

RYAN WHITE PROGRAM 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 HIV Care Connect (HCC) Management Information System (MIS).

Linking Agency RESPONSIBILITIES

Linking Agencies shall:

- a. Specify period during which services will be available for referred Ryan White Program clients.
- b. Specifically define which services will be available to Ryan White Program clients.
- 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 Ryan White Program monitoring conducted by Provider, DPH, state, or federal agencies.
- e. Linking Agency agrees to indemnify, defend, and hold San Bernardino County 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 the confidentiality of all clients.
- b. Provider and Linking Agency shall not discriminate against any client based on race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation, or disability.
- c. Provider and Linking Agency shall comply with the Ryan White Program, 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 Ryan White Program funds.
- b. Linking Agency has agreed to provide these services within the available agency resources, excluding Ryan White Program 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.

ATTACHMENT J

RYAN WHITE PROGRAM TGA CULTURAL AND LINGUISTIC COMPETENCY STANDARDS SAN BERNARDINO COUNTY

Domain & Standard	Indicator	Target
Principle Standard		
1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.	Client satisfaction	90% of respondents demonstrate satisfaction with services
Governance, Leadership and Workforce		
2. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.	Staff and Racial/Ethnic Representation	Initial assessment of representation and annual plan to improve if deficiencies are identified
3. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.	Staff development documentation and personnel files	100% of RW-funded staff
Communication and Language Assistance		
4. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.	Client satisfaction & inclusion of strategy to provide language services in plan (See #9)	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
5. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.	Client satisfaction	90% of respondents demonstrate satisfaction with services
6. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.	Client satisfaction & inclusion of strategy to provide language services in plan (See #9)	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
7. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations 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

Engagement, Continuous Improvement, and Accountability		
8.Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.	Plan & appropriate training on plan for C&L appropriate service	Completed plan 90 days after contract start date; completed training 60 days post-completion of plan
9.Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.	Organizational cultural competency self-assessment	Completed self –assessment after 60 days of initial contract start date (<i>first year of 3-year contract only</i>)
10.Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.	AIDS Regional Information Evaluation System (ARIES)/ HIV Care Connect (HCC)	Data entry by submission dates as specified in contract
11.Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.	Organizational cultural competency self-assessment	Completed self –assessment after 60 days of initial contract start date (<i>first year of 3-year contract only</i>)
12.Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.	Client satisfaction	90% of respondents demonstrate satisfaction with policies/practices/services
13.Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.	Client Grievance Procedure	Resolve 100% of grievances within 30 days of receipt
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. CLAS Standards - Think Cultural Health		

RYAN WHITE FINANCIAL ELIGIBILITY CRITERIA

SERVICE CATEGORY	FINANCIAL ELIGIBILITY CRITERIA ¹
Outreach	MAGI income < 600% of Federal Poverty Level
Emergency Financial Assistance	MAGI income < 600% of Federal Poverty Level
Food Services	MAGI income < 600% of Federal Poverty Level
Housing Services	MAGI income < 600% of Federal Poverty Level
Medical Nutrition Therapy	MAGI income < 600% of Federal Poverty Level
Medical Transportation	MAGI income < 600% of Federal Poverty Level
Non-medical Case Management	MAGI income < 600% of Federal Poverty Level

Notes:

- *Refer to the entire set of IEHPC Standards for complete eligibility criteria*
- *Subject to Change per OA*

¹ Federal Poverty Guidelines:

- Refer to the most current poverty guidelines at <http://aspe.hhs.gov/poverty>.
- In SB County, the Federal Poverty Guidelines should be applied to a “family”.
- “Family” is defined by the Department of Health and Human Services as “a group of two or more persons related by birth, marriage, or adoption who live together; all such related persons are considered as members of one family. For instance, if an older married couple, their daughter and her husband and two children, and the older couple’s nephew all lived in the same house or apartment, they would all be considered members of a single family.
- If an individual does not fit this definition, and is not in a legal, domestic partnership, their income may be considered a separate “family” income.

REPORTING REQUIREMENTS

REPORT:	Due:	Description:
BILLING INVOICE	By the 20 th of each month	The 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.
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 changes in key staff, service delivery, locations, etc.
Utilization	By the 20 th of each month	All data documenting delivery of service entered into HCC. [Timely Data Entry and Reporting Policy] Also submit any logs/records of utilization data not entered into HCC (e.g., EIS/Outreach Logs)
Subcontractor Report	During Monitoring	List of contracts shall include actual contract, proof of non-profit status, and list of subcontractors and accompanying contact information.
Contractor Policies	During Monitoring	Report includes the submission of the following policies: • Subcontract Monitoring Policy (if applicable) • Eligibility Policy • Alternative Source of Funding Policy • Confidentiality Policy • Grievance Policy • Voucher Security Policy • EIS/Outreach Tracking Policy
Contractor Personnel Professional Licenses	During Monitoring	A list of RWP Part B Funded personnel and their accompanying licenses shall be reported to RWP Office.
Ryan White Services Report (RSR)	February/March	Client-level data meeting HRSA RSR requirements, including documenting delivery of service by units, number of clients served, demographics of clients served, medical data, etc.
Cost of Services Report	March	Contractor is required to submit a report detailing all HIV/AIDS services provided and the source of the funding for those services and the amount of the funding.
Year-End Program Income Report	March	Contractor is required to submit a report detailing all the program income that the agency received, source of program income, date of program income, and which Ryan White Service the program income was used for.
EIS/Outreach Testing Data	April	EIS/Outreach contractors are required to submit a report detailing testing activities for the grant year. Includes testing activities funded by Ryan White and those not funded by RW.
Cultural and Linguistic Competency Organizational Assessment	May (1 st year of contract only)	Contractor is required to complete and submit the standardized assessment tool at the beginning of the 1 st year of the 3-year contract period.
Cultural and Linguistic Competence Plan	May (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.
Year-End Report	May	Report in narrative format that contains the following: 1. Provide a success story or anecdote that highlights the impact your HIV Care Program (HCP) has had on a group, individual, or community.

REPORT:	Due:	Description:
		2. If you spent at least 95% of your allocation, what strategies helped you, if you did not spend at least 95% what strategies will you implement to get at least 95% spent of your allocation. 3. HIV Care Connect (HCC) has replaced ARIES. Have you attended a training session and have you been able to log in and access data? 4. Ryan White Services Report (RSR) – when it was submitted what worked well, what did not, or what aspects are you challenged with? 5. How can OA better support the needs of your program? Do you require any TA? If so what type and what is needed?
EIS Data Reporting	Mid-Year (Nov) Year-End (April)	Contractor is required to submit detailed EIS service delivery and demographic data 2x a year. [EIS Reporting Policy]
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.
Mid-Year Report	November	Report in narrative format that contains the following: 1. Provide a success story or anecdote that highlights the impact your HIV Care Program (HCP) has had on a group, individual, or community. 2. If you spent at least 40% of your allocation, what % have you spent, if you did not spend at least 40% what strategies will you implement to get at least 40% spent of your allocation. 3. We are interested in learning about: (1) any innovative services or practices that your program has instituted to serve older clients, (2) any partnerships you have established (such as with your Area Agency on Aging), and/or (3) any training or technical assistance needs you have related to HIV and aging. 4. We are interested in hearing if you or your providers have referred clients to these programs. If so, was the client a home provider or home seeker? Was it a successful process? Were there any challenges? If you have no experience, please write Not Applicable. 5. How can OA better support the needs of your program? Do you require any TA? If so what type and what is needed?

All completed and signed documentation should be forwarded to the RWP Coordinator. The contractor must designate one individual to serve as the contact person responsible for responding to information requests and ensuring the timely completion of the above conditions of award and contractual requirements.

Please note: The above list does not represent the entirety of contract requirements, and contractors will not be held to dates falling outside the contract period.