



**Contract Number**

**SAP Number**  
4400015795

## Department of Public Health

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<b>Contractor</b>	Borrego Community Health Foundation
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<b>Contract Term</b>	April 1, 2021 through March 31, 2024
<b>Original Contract Amount</b>	\$204,039
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$204,039
<b>Cost Center</b>	9300371000

### IT IS HEREBY AGREED AS FOLLOWS:

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

**WHEREAS**, County has been allocated funds by the California Department of Public Health to provide such services under the Ryan White HIV/AIDS Treatment Extension Act of 2009; and

**WHEREAS**, County finds Borrego Community Health Foundation, hereafter referred to as "Contractor", qualified to provide these Ryan White Part B services; and

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

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

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## I. DEFINITIONS

- A. Acquired Immunodeficiency Syndrome (AIDS) – A disease of the body's immune system caused by the Human Immunodeficiency Virus (HIV). AIDS is characterized by the death of CD4 cells, which leaves the body vulnerable to life-threatening conditions, such as infections and cancers.
- B. AIDS Regional Information and Evaluation System (ARIES) – The Management Information System currently utilized throughout the state and that all selected contractors will be required to use.
- C. California Department of Public Health (CDPH) – The state department responsible for overseeing various public health programs for the state of California.
- D. Continuum of Care – A comprehensive range of services required by individuals or families with HIV/AIDS in order to meet their health care and psychosocial service needs throughout the course of their illness. The organization of services responds to the individual's changing needs in a coordinated, timely, and uninterrupted manner, increasing access to and maintenance in care.
- E. Grant Period – The Ryan White Part B Program grant period is April 1 to March 31 of the next year.
- F. Human Immunodeficiency Virus (HIV) – The causative agent of AIDS. It includes the entire spectrum of the natural history of HIV, from post infection through the clinical definition of AIDS.
- G. HIV/AIDS Bureau (HAB) – HAB is the bureau of Health Resources Services Administration (HRSA) that administers The Ryan White HIV/AIDS Program.
- H. HIV Care Branch (HCP) – One of the five branches of the California Department of Public Health, Office of AIDS. HCP has responsibility for programs related to the delivery of care, treatment, and support services for people living with HIV/AIDS. One of these programs is Part B.
- I. 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.
- J. 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.
- K. Health Resources Services Administration (HRSA) – An arm of Health and Human Services, HRSA is a Federal agency with the responsibility/authority for awarding Part B and Minority AIDS Initiative grants to states.
- L. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- M. Inland Empire HIV Planning Council (IEHPC) – The planning body appointed by the County of San Bernardino 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.
- N. Local Health Jurisdiction (LHJ) – A local planning area funded by the Office of AIDS to provide care, treatment, and/or support services to people with HIV/AIDS. The LHJ referred to in this Contract is San Bernardino County.
- O. Minority AIDS Initiative (MAI) – MAI, a Ryan White funding stream, funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities.
- P. Memorandum of Understanding (MOU) – An agreement between specified parties for the purpose of linking services for the enhancement of services to People With HIV/AIDS (PWHA) in the local jurisdiction.

- Q. National HIV AIDS Strategy 2020 Update – A five-year plan that details principles, priorities, and actions to guide the national response to the HIV epidemic. The strategy has four (4) primary goals: 1) Reduce new HIV infections, 2) Increase access to care and optimize health outcomes for people living with HIV, 3) Reduce HIV-related health disparities and health inequities, and 4) Achieve a more coordinated national response to the HIV epidemic.
- R. Office of AIDS (OA) – A division within the California Department of Public Health, Center for Infectious Diseases that oversees five branches dedicated to HIV/AIDS services, one of which is the HIV Care Branch (Part B). OA is the State grantee for Part B and allocates these funds for the administration of HCP and MAI through cooperative agreements with local health jurisdictions (such as San Bernardino County) and community based organizations.
- S. 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.
- T. Part A – The Federally funded portion of the Ryan White Program (formerly Title I of the CARE Act) that provides assistance to the Transitional Grant Areas (TGAs) disproportionately affected by the HIV/AIDS epidemic.
- U. 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.
- V. 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.
- W. Program Income – Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in 45 C.F.R. part 74.24, subdivisions (e) and (h)). Program income 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.

- X. 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.
- Y. Supplanting of Ryan White Program funds – Ryan White Program funds cannot be used to replace or substitute other federal, state, or other funds in the payment of services to clients.
- Z. 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 Part A TGA for the local area is the combined counties of Riverside and San Bernardino. Note: Part B funded agencies are restricted to providing assistance to residents of San Bernardino County only. However, collaboration between the Parts (A and B) and the counties is expected and necessary for effective and efficient service provision.

## II. CONTRACTOR PROGRAM RESPONSIBILITIES

### A. SERVICES

Contractor shall:

1. Provide services as set forth in the Scope of Work Part B HCP and/or Part B MAI (Attachment A) and Ryan White Program Part B Service Definitions (Attachment B).
2. Follow Ryan White Program Cultural and Linguistic Competency Standards (Attachment C).
3. Develop and deliver program in accordance with the most current:
  - a. Office of AIDS HIV Care Program (HCP) Standards of Care
  - b. HRSA/HAB Policy Letters and Monitoring Standards. <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>
  - c. California Office of AIDS Guidance and Memorandums. <http://www.cdph.ca.gov/programs/aids/Pages/tOACareProviders.aspx>
  - d. Local Ryan White Program policies (general and ARIES). Documents will be distributed separately and are also available upon request.
  - e. State Office of AIDS ARIES Policies  
<http://www.cdph.ca.gov/programs/aids/Pages/OAARIESPoliciesProcedures.aspx>
4. Adhere to the Cloud Service Requirements (Attachment D).

### B. PROGRAM REQUIREMENTS

All Ryan White funded programs must:

1. Meet a clearly defined service gap, target population, and/or geographical area;
2. Ensure mechanisms of ongoing monitoring for quality and program evaluation. This includes the development/maintenance of a quality management program, including the development and maintenance of an agency-specific quality management plan that addresses Ryan White Office quality management as well as goals that are unique to the agency;
3. Establish mechanisms to track and demonstrate client eligibility at point of service;
4. 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 all 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;
5. 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. The HAB National Monitoring Standards (Program Part B – Section F.2, Page 53) require agencies to “*establish written referral relationships with specified points of entry [and] document referrals from these points of entry.*”;
6. Ensure mechanisms to increase access to care for all eligible clients in the geographic area(s) to which the agency is applying for funding;
7. Designate administrative staff or line staff, as necessary, to regularly attend required Quality Management (QM) sessions. “Regularly attend” means attending 90% of more of the scheduled meetings;

8. Establish mechanisms to:
  - a. Comply with the Quality Management components as outlined above.
  - b. Effectively collect and maintain data and other records to demonstrate performance related to the indicators for each service and provide progress reports in a format communicated by and acceptable to the County.
  - c. Identify a QM Technical Lead who will:
    1. Participate in the monthly QM calls to provide updates on activities, needs, and assistance;
    2. Participate in the quarterly QM meetings; and
    3. Provide and facilitate training/support for agency staff.
9. 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;
10. Ensure that services delivered are culturally and linguistically specific to the population(s) served and that contracted agency adheres to the Ryan White Program Cultural and Linguistic Competency Standards (Attachment C);
11. Establish mechanisms for outreach to individuals with HIV/AIDS, who are aware of their status, but are not in care, to inform them of available services and bring those eligible for services into care;
12. If funded to provide Outreach/Early Intervention Services, 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);
13. Establish mechanisms and specific strategies to assist HIV+ individuals with obtaining medical insurance and navigating insurance systems to ensure maintenance in care;
14. Establish mechanisms to address client needs along the HIV Continuum of Care, either directly or through collaboration;
15. Establish mechanisms to address the principles and priorities of the National HIV/AIDS Strategy and incorporate the recommended actions that are relevant to the organization;
16. Participate in and engage agency clients in a survey of client satisfaction. The County will communicate parameters and methodology to service providers;
17. Ensure all clients are notified of the availability of Partner services. Documentation (in ARIES or chart) should include date of notification and, if applicable, number of partners to be notified by the client and/or by the health jurisdiction;
18. Ensure all staff sign a confidentiality statement annually. The statement should include minimum and general use rules, security and privacy safeguards, unacceptable use, and enforcement policies;
19. Ensure HIPAA compliant process is used to send and receive client information via fax and ensure fax machines are located in confidential, secured area;

20. Ensure devices such as computers, laptops, mobile devices, etc. that process and/or store client data meet the following minimum encryption standard: *Federal Info Processing Standards (FIPS) 140-2 certified algorithm, such as Advanced Encryption Standard (AES), >= 128 bit key;*
21. Designate administrative staff or line staff, as necessary, to regularly attend Ryan White Program meetings and required ARIES Technical Assistance sessions. "Regularly attend" means attending 90% or more of the scheduled meetings; and
22. 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 Ryan White Program's management information system [AIDS Regional Information Evaluation System (ARIES)], to collect and report data elements that are required by the Ryan White Program. ARIES must be installed on Windows-based computers, as the system is not compatible with other operating systems;
  - c. Identify an ARIES "Technical Lead" (TL) who will:
    - 1) Participate on the Ryan White Program ARIES TL Collaborative to provide input on the effective use of the system;
    - 2) Provide and facilitate technical support for agency staff; and
    - 3) Participate in training provided by the State Office of AIDS (in person or via webinars) and/or the Ryan White Program to ensure sufficient proficiency with the system and provides ARIES specific training to new and existing agency staff.

#### C. CLIENT ELIGIBILITY

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 six months thereafter, in accordance with Financial Eligibility and Residential criteria. For a complete description of client eligibility criteria, see the RWP Policy #8: Ryan White Eligibility Screening.

Clients must have an 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 EIS and Outreach). Proof of eligibility shall consist of either:

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

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

2. Currently, HIV+ and high-risk African American and Hispanic individuals have been identified as eligible to receive MAI-funded services (see also Attachment E: Ryan White Program

Financial Eligibility Criteria). Contractor shall keep a copy of each client's proof of eligibility in the client's case file. For clients receiving MAI-funded services, all documentation pertaining to the client eligibility criteria and requirements should be maintained in ARIES and in one of the following formats;

- a. A separate MAI case record documenting only MAI related information.
- b. Easily identifiable MAI section in case record.
- c. Easily Identifiable MAI documentation in case record.

D. CLINICAL QUALITY IMPROVEMENT (CQI)

1. Contractor shall ensure that appropriate staff participates in the County's continuous quality improvement activities through mandatory regular attendance at meetings and other training functions or activities as specified by the County. "Mandatory regular attendance" means attending 90% or more of the scheduled meetings. 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 X, Paragraph A.
2. Client Satisfaction assesses client opinion regarding the quality of services provided, through methods such as post-service surveys, clients shall be given the opportunity to express whether expectations were met, exceeded, or were not met or satisfied. Areas to be assessed shall include, but are not limited to, interactions with agency, staff, accessibility to facilities, amount of time spent on waiting list and quality of service(s) rendered. Subrecipient is required to participate fully in all client satisfaction measurement activities, which may include subrecipient developed and system-wide satisfaction survey. Surveys are to be completed 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.
3. Contractor shall develop and implement an agency-specific Clinical Quality Management (CQM) plan that delineates provider specific goals that address the goals delineated in the Ryan White Program CQM plan as well as goals that are unique to the agency. The Contractor is required to submit a copy of their agency's CQM plan to the Ryan White Program Office, 172 West 3<sup>rd</sup> St., Basement, San Bernardino, CA 92415-0010, within sixty (60) days of the start of the contract period.
4. Data Management is expected of all programs in order to collect, monitor, and report both client and service encounter data. Subrecipient shall be required to utilize ARIES to input all client and service encounter data. All services billed to the program for reimbursement must be reconciled with the data in ARIES. Data should be used to manage the program including the fiscal aspects of the subrecipient's programs.
5. Contractor shall collect and maintain information utilizing the ARIES Management Information System (MIS), as required by the TGA. Contractor shall comply with applicable State and local ARIES policies. ARIES may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input ARIES data as soon as possible, but no later than twenty (20) calendar days following the month in which services were provided. The County reserves the right to modify or add to the core data elements, provided that the Contractor shall not be required to collect and maintain information related to such core data elements until thirty (30) calendar days following notice of the modification or addition. If Contractor fails to utilize the ARIES MIS and comply with County requirements, this Contract may be terminated as set forth in Section IX.
6. Contractor shall provide various progress reports and have complete and full data entered into ARIES per the timeline indicated on the Ryan White Program Reporting Requirements (Attachment F). The County reserves the right to revise report formats and/or reporting schedules to meet updated program requirements. Failure to submit reports or data as



required may result in the delay of payment to the Contractor or termination of the Contract as set forth in Section IX.

7. Outcome Evaluations shall assess health, quality of life, increase in knowledge, and cost-effective measures for each service category. Subrecipient shall participate fully in all evaluation activities including, but not limited to, the continual monitoring of service category specific outcome measures. Subrecipient shall utilize outcome measures specific to each funded service category, and shall document agency performance and submit written reports of the results to the program as prescribed by the program. Subrecipient agrees to send completed quarterly report to the program by the 25<sup>th</sup> of the month following the end of quarter. In the event the 25<sup>th</sup> falls on a weekend or a holiday, report is due on the following business day.
  - a. Quarter 1: March – May due June 25<sup>th</sup>
  - b. Quarter 2: June – August due September 25<sup>th</sup>
  - c. Quarter 3: September – October due November 25<sup>th</sup>
  - d. Quarter 4: December – February due March 25<sup>th</sup>
8. Subrecipient shall use HRSA/HAB performance measures specific to each funded service category, and shall document agency performance and submit results on the reporting document provide by the program biannually on September 25<sup>th</sup> and March 25<sup>th</sup>. In the event that the 25<sup>th</sup> falls on a weekend or holiday, report is due on the following business day. The requirements for the performance measures specific to the service category are as follows:

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

9. 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.
10. When providing Part B or MAI services, Contractor will adhere to the standards as set forth in the Ryan White Program Cultural and Linguistic Competency Standards (Attachment C). Contractor will conduct activities to ensure that targets, as set forth in the standards, are achieved. The County will provide the required formats for various Cultural Competency tools to be used in the measurement of progress toward achieving targets including, but not limited to, Cultural Competency Organizational Self-Assessment and Cultural/Linguistic Competency-related questions on the Client Satisfaction Survey.

#### E. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall:

1. Comply with all requirements of the Ryan White Program.
2. Comply 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.

3. Assume responsibility for full compliance with all applicable laws, statutes, ordinances, administrative orders, rules or regulations and agree to fully reimburse the County for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractors as may be revealed by subsequent audit or otherwise.
4. Comply with 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 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 the funds cannot be used for services that should be reimbursed or paid by other payers. Reasonable, vigorous efforts must be made to utilize and otherwise connect clients with other private or public programs.
5. Comply with Ryan White Program Policy Letters (Program and ARIES) that are generated by the Ryan White Program Office. These may reflect existing or emerging County contractual requirements, Ryan White Program requirements, HRSA requirements and expectations, and 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.
6. Comply with the most recent California Office of AIDS policies and memorandums. <http://www.cdph.ca.gov/programs/aids/Pages/tOACareProviders.aspx> .
7. Comply with California Office of AIDS HIV Care Program (HCP) Standards of Care.
8. Comply with the HRSA/HAB (HIV/AIDS Bureau) National Monitoring Standards pertaining to Part B as indicated at the following website: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>.
9. Comply with the Pilot Program for Enhancement of Employee Whistleblower Protection, Statute (41 U.S.C. §4712).

#### F. LIMITS ON PROGRAM EXPENDITURES

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

1. Ryan White funds are for HIV/AIDS related services only. Therefore, research, epidemiological, and capital projects cannot be funded.
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.
3. Other unallowable costs include clothing, employment and employment-readiness services, funeral and burial expenses, property taxes.
4. Funds cannot be used to purchase food or meals, including water or other beverages, unless funded under the Ryan White Food Services Category and for the express need and use by RW eligible clients.
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 service 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.
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 any 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.

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 conform to statutory limitations. No client shall be denied services solely because of an inability to pay. Contractors are required to have a written Sliding Fee Policy and are required to submit their agency's Sliding Fee Policy to the Ryan White Program Office, 172 West 3<sup>rd</sup> St., Basement, San Bernardino, CA 92415-0010, within 60 days of the start of the contract period.
8. A percentage of the funds (as indicated by the Centers for Disease Control) made available to the Contractor under this Contract shall be used to provide services to women, infants, children, and youth with HIV disease. The targets will be provided by the RWP office per request. For the purposes of this provision, the following definitions shall apply:
  - Women ~~ Females aged 25 and older
  - Infants ~~ Ages birth to less than 2 years
  - Children ~~ Ages 2 to 12 years
  - Youth ~~ Ages 13 to 24 years
9. To the extent possible, equipment and products purchased with Ryan White Program funds shall be American made.
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.
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 ten (10) percent of the total amount awarded by service. Expense items considered "Administrative Cost" are detailed in the Ryan White Program Budget and Allocation Plan.
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).

### **III. CONTRACTOR GENERAL RESPONSIBILITIES**

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
  1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
  4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
  - C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
  - D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
  - E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
  - F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
  - G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
  - H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DPH through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly

responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph AA of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs V and W of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
  2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
  3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.
- All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall develop an agency-specific grievance policy and procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view and forms must be readily available to all service recipients. The County further requires the Contractor to notify every recipient of services of the grievance procedure and to explain the procedure so that clients may be aware of their rights and responsibilities including that from within 30 days of the date of the filing of the grievance, the Contractor must have processed the grievance and must have provided the recipient with a written response. Additionally, documentation signed by the client demonstrating that the Contractor has complied with this requirement must be filed in the recipient's case file and made available to the County upon request.

1. Unresolved Grievance at Contractor Level:

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

To submit an unresolved grievance, the client shall be instructed to submit the following to the Department of Public Health Ryan White Program Office, 172 West 3<sup>rd</sup> Street, Basement, San Bernardino, CA 92415-0010: 1) A completed Grievance Form (standardized) stating the issue and desired resolution, and 2) A copy of all documentation related to the grievance, including a copy of the agency's response with which the client was not satisfied.

2. Grievance Documentation Log:

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

- O. Contractor shall utilize the Ryan White Program Document Transmittal Form (Attachment F), incorporated herein, for the purpose of transmitting any information or documentation to Program Staff.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.
- R. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical

information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- S. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- T. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- U. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
  - 1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  - 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  - 3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- V. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate



employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

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

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

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

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

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

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

- Y. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- Z. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- AA. Contractor agrees to and shall comply with the following indemnification and insurance requirements:



1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

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

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

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

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.

7. \$2,000,000 general aggregate limit.

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

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

or

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

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

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

BB. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract

and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

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

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

1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment G) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities

for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.

- c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

EE. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

FF. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

GG. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

HH. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

II. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- JJ. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- KK. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the (\*appropriate dept.) Director or their designee, and shall include County approved branding.
- LL. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- MM. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- NN. Contractor will notify the County of any financial hardship, including inability to meet payroll obligations, inability to pay vendors, a revenue shortfall, or any other event that may impair the Contractor's ability to continue standard operations.
- OO. Contractor will aid in the transition of clients to other agencies throughout the TGA in the event of Contractor closure.
- PP. Contractor shall maintain a written plan that addresses client needs after an emergency event, such as a natural or man-made disaster.

#### **IV. COUNTY RESPONSIBILITIES**

County shall:

- A. Provide consultation and technical assistance to the Contractor in carrying out the terms of this Contract.
- B. 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.
- C. Compensate the Contractor in accordance with the provisions of Section V of the Contract. The process may take up to sixty (60) days from the date of receipt of the required invoices and reports.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of payment under this Contract shall not exceed \$204,039, of which \$204,039 may be federally funded, and shall be subject to availability of funds to the County. If the funding source notifies the County that such funding is terminated or reduced, the County

shall determine whether this Contract will be terminated or the County's maximum obligation reduced. The County will notify the Contractor in writing of its determination and of any change in funding amounts. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Program Year	Dollar Amount
April 1, 2021 through March 31, 2022	\$68,013
April 1, 2022 through March 31, 2023	\$68,013
April 1, 2023 through March 31, 2024	\$68,013
Total	\$204,039

- B. Payment to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the required reports and invoices. Expenditures for services submitted by the Contractor for reimbursement must be consistent with the approved Ryan White Program Budget and Allocation Plan (Attachment H), attached hereto and incorporated by this reference. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.
- C. Contractor shall provide monthly invoices to the County within twenty (20) calendar days or earlier following the month in which services were provided in the format designated in the Invoice (Attachment I), attached hereto and incorporated herein by this reference. Invoices submitted after the required due date will be paid at the sole discretion of the County. Progress and utilization reports must be entered into ARIES before the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly identify the supporting data/information of the submitted invoice, including utilization reports printed from ARIES and logs (as required). Invoices submitted without corresponding utilization, narrative reports, and supporting documentation will not be processed and will be returned to Contractor. Failure to submit documents as required may result in the delay of payment to the Contractor. The County reserves the right to revise invoice formats to meet updated program requirements. Refer to RWP Policy #2: Monthly Invoice/Reporting Packet for most recent requirements. Invoices shall be submitted to:

Ryan White Program Office  
Department of Public Health  
172 West 3<sup>rd</sup> St., Basement  
San Bernardino, CA 92415-0010  
Main Line: (909) 387-6492  
FAX: (909) 387-6493

- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with

respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item; or 2) to add a new budget line item; Or 3) expenditures are expected to exceed the budgeted amount for an object class category (e.g. personnel); or 4) requesting a transfer of funds from one line item to another line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. DPH has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.
- I. For every approved budget modification, the Contractor shall, within ten (10) calendar days, prepare and submit revised budgets and scopes of work to the County incorporating the effects of the approved budget modification. In addition, the County may initiate budget amendments by written or electronic communication with the Contractor specifying the required amendment. The Contractor shall respond by providing revised scope(s) of work and budgets as required to accomplish the requested amendment within the timeframe specified by the County.
- J. County may withhold payment and/or require the return of funds for RWP expenditures for services delivered to clients for which RWP eligibility was not clearly established and documented per HRSA and local policies.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring



visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

93.917 HIV Care Formula Grant – RWP Part B

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

Contractor Name as registered in DUNS	Borrego Community Health Foundation
DUNS	135801038
FAIN	Not Applicable

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or

4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## **VIII. TERM**

This Contract is effective as of April 1, 2021 and expires March 31, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

## **IX. EARLY TERMINATION**

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

## **X. GENERAL PROVISIONS**

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

Contractor: Borrego Community Health Foundation  
P.O. Box 2369  
Borrego Springs, CA 92004

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

County: (Contract Information)  
County of San Bernardino  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road

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

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

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

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- F. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

- H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- N. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- P. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- Q. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies;

or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

## XI. CONCLUSION

- A. This Contract, consisting of thirty (30) pages and Attachments A through I, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

►

\_\_\_\_\_, 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 County of San Bernardino

By \_\_\_\_\_  
Deputy

Borrego Community Health Foundation

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

By ►

(Authorized signature - sign in blue ink)

Name Corina Velasquez

(Print or type name of person signing contract)

Title Chief Operating Officer/Executive Vice-President

(Print or Type)

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

Address P.O. Box 2369

Borrego Springs, CA 92004

### FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Jennifer Mulhall-Daudel, HS Contracts

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Corwin Porter, Director

Date \_\_\_\_\_

## SCOPE OF WORK – PART B HCP

USE A SEPARATE SCOPE OF WORK FOR EACH PROPOSED SERVICE CATEGORY

<b>Contract Number:</b>					
<b>Contractor:</b>	Borrego Community Health Foundation				
<b>Grant Period:</b>	April 1, 2021 – March 31, 2022				
<b>Service Category:</b>	Outreach Services (Part B HCP)				
<b>Service Goal:</b>	Re/link HIV+ individuals into care and support services to improve health and decrease viral load. Improve Awareness of HIV testing and HIV Healthcare Services				
<b>Service Health Outcomes:</b>	Link newly diagnosed HIV+ to medical care in 30 days or less Improve Viral suppression rate Community Awareness (HIV care services, and testing sites)				
	<b>SA4</b> San B West	<b>SA5</b> San B East	<b>SA6</b> San B Desert		<b>FY 21/22 TOTAL</b>
<b>Proposed Number of Clients</b>		240	140		<b>380 (48%)</b>
<b>Proposed Number of Visits</b> = Regardless of number of transactions or number of units		360	210		<b>570</b>
<b>Proposed Number of Units</b> = Transactions or 15 min encounters (See Attachment P)		720	420		<b>1140</b>

Group Name and Description (must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/ Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
N/A								

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<b>Element #1: Homeless Shelters</b> – Central City Lutheran Mission, Salvation Army, Option House, Veronica Home of Mercy, and Time for Change.	SA5	04/01/21-03/31/22	1). Newly diagnosed HIV+ clients will be linked into care within 30-days of diagnosis. 2). HIV+ clients lost in care will be relinked within 30-

<p><b>Activities:</b> Participate at homeless shelters providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>			<p>days of contact.</p> <p>3). Those in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</p> <p>4). Those retained in care will reach viral suppression. Collect quantifiable service and outcome data for effectiveness and number of encounters.</p> <p>5). To improve HIV prevention and care services among newly screened, newly identified and previously identified but out-of-care individuals living with HIV in SA5.</p> <p>6). To improve viral suppression rate.</p> <p>7). HIV+ clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance.</p> <p>8). Collect quantifiable service and outcome data for effectiveness and number of encounters.</p>
<p><b>Element #2: Community Based Organizations</b> – Gibson House (Men and Women Group), Colton Clinical Services, Inland Valley Recovery Services (Inpatient / Outpatient), Time for Change Foundation, HIS House, West Valley Detention Center and Glen Helen Detention (Re-Entry), Option House, AIDS Healthcare Foundation, Alta-Med, Valley Star Behavioral Health.</p> <p><b>Activities:</b> Participate at community based organization providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>	SA5	04/01/21-03/31/22	<p>1). Newly diagnosed HIV+ clients will be linked into care within 30-days of diagnosis.</p> <p>2). HIV+ clients lost in care will be relinked within 30-days of contact.</p> <p>3). Those in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</p> <p>4). Those retained in care will reach viral suppression. Collect quantifiable service and outcome data for effectiveness and number of encounters.</p> <p>5). To improve HIV prevention and care services among newly screened, newly identified and previously identified but out-of-care individuals living with HIV in SA5.</p> <p>6). To improve viral suppression rate.</p> <p>7). HIV+ clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance.</p> <p>8). Collect quantifiable service and outcome data for effectiveness and number of encounters.</p>



<p><b>Element #3: Faith Based Organizations</b> – Campus Hill Church, St. Paul AME Church, New Beginnings Christian Center (downtown campus).</p> <p><b>Activities:</b> Participate at faith-based organization providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>	SA5	04/01/21-03/31/22	<ol style="list-style-type: none"> <li>1). Newly diagnosed HIV+ clients will be linked into care within 30-days of diagnosis.</li> <li>2). HIV+ clients lost in care will be relinked within 30-days of contact.</li> <li>3). Those in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</li> <li>4). Those retained in care will reach viral suppression. Collect quantifiable service and outcome data for effectiveness and number of encounters.</li> <li>5). To improve HIV prevention and care services among newly screened, newly identified and previously identified but out-of-care individuals living with HIV in SA5.</li> <li>6). To improve viral suppression rate.</li> <li>7). HIV+ clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance.</li> <li>8). Collect quantifiable service and outcome data for effectiveness and number of encounters.</li> </ol>
<p><b>Element #4: Community Events</b> – IVRS Resource Fairs (annual), SB County Recovery Happens (annual), Muscoy Health Fair (annual), Mexican Consulate (annual), Guatemalan Consulate (annual), Colton Clinical Recovery (annual), SB Disability Expo (annual), Glen Helen Quarterly Resource Fairs, SB Parks and Recreation Departments (Rudy Diaz, Lytle Creek and Ruben Campos Community Centers) (When Applicable).</p> <p><b>Activities:</b> Participate at multiple community events providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>	SA5	04/01/21-03/31/22	<ol style="list-style-type: none"> <li>1). Newly diagnosed HIV+ clients will be linked into care within 30-days of diagnosis.</li> <li>2). HIV+ clients lost in care will be relinked within 30-days of contact.</li> <li>3). Those in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</li> <li>4). Those retained in care will reach viral suppression. Collect quantifiable service and outcome data for effectiveness and number of encounters.</li> <li>5). To improve HIV prevention and care services among newly screened, newly identified and previously identified but out-of-care individuals living with HIV in SA5.</li> <li>6). To improve viral suppression rate.</li> <li>7). HIV+ clients will be provided eligibility screening and enrollment assistance for health coverage and</li> </ol>

			ADAP assistance. 8). Collect quantifiable service and outcome data for effectiveness and number of encounters.
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<b>SCOPE OF WORK – PART B MAI</b> <b>USE A SEPARATE SCOPE OF WORK FOR EACH PROPOSED SERVICE CATEGORY</b>					
<b>Contract Number:</b>					
<b>Contractor:</b>	Borrego Community Health Foundation				
<b>Grant Period:</b>	April 1, 2021 – March 31, 2022				
<b>Service Category:</b>	Outreach Services (Part B MAI)				
<b>Service Goal:</b>	Re/link HIV+ individuals (HISP & AA) into care and support services to improve health and decrease viral load. Improve Awareness of HIV testing and HIV Healthcare Services				
<b>Service Health Outcomes:</b>	Link newly diagnosed HIV+ to medical care in 30 days or less Improved Viral suppression rate Community Awareness (HIV care services, and testing sites)				
<b>BLACK / AFRICAN AMERICAN</b>		<b>SA4</b> San B West	<b>SA5</b> San B East	<b>SA6</b> San B Desert	<b>FY 21/22</b> <b>TOTAL</b>
<b>Number of Clients</b>			120	90	<b>210</b>
<b>Number of Visits</b> = Regardless of number of transactions or number of units			180	135	<b>315</b>
<b>Proposed Number of Units</b> = Transactions or 15 min encounters (See Attachment P)			360	270	<b>630</b>
<b>HISPANIC / LATINO</b>		<b>SA4</b> San B West	<b>SA5</b> San B East	<b>SA6</b> San B Desert	<b>FY 21/22</b> <b>TOTAL</b>
<b>Number of Clients</b>			120	90	<b>210</b>
<b>Number of Visits</b> = Regardless of number of transactions or number of units			180	135	<b>315</b>
<b>Proposed Number of Units</b> = Transactions or 15 min encounters (See Attachment P)			360	270	<b>630</b>
<b>TOTAL MAI (sum of two tables above)</b>		<b>SA4</b> San B West	<b>SA5</b> San B East	<b>SA6</b> San B Desert	<b>FY 21/22</b> <b>TOTAL</b>

<b>Number of Clients</b>		240	180		<b>420</b>
<b>Number of Visits</b> = Regardless of number of transactions or number of units		360	270		<b>630</b>
<b>Proposed Number of Units</b> = Transactions or 15 min encounters (See Attachment P)		720	540		<b>1260</b>

Group Name and Description (must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/ Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
N/A								

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<b>Element #1: Homeless Shelters</b> – Central City Lutheran Mission, Salvation Army, Option House, Veronica Home of Mercy, and Time for Change. <b>Activities:</b> Participate at homeless shelters providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.	SA5	04/01/21-03/31/22	1). Newly diagnosed HIV+ African American and Hispanic clients will be linked into care within 30-days of diagnosis. 2). HIV+ African American and Hispanic clients lost in care will be relinked within 30-days of contact. 3). Those individuals identified as minority in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care. 4). Those retained in care will reach viral suppression. 5). To improve HIV prevention and care services for those newly screened, newly identified and previously identified but out-of-care minority people living with HIV in SA5. 6). To improve viral suppression rate. 7). HIV+ MAI clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance. 8). Collect quantifiable service and outcome data for effectiveness and number of encounters.
<b>Element #2: Community Based Organizations</b> – Gibson House (Men and Women Group), Colton Clinical Services, Inland	SA5	04/01/21-03/31/22	1). Newly diagnosed HIV+ African American and Hispanic clients will be linked into care within 30-

<p>Valley Recovery Services (Inpatient / Outpatient), Time for Change Foundation, HIS House, West Valley Detention Center and Glen Helen Detention (Re-Entry), Option House, AIDS Healthcare Foundation, Alta-Med, Valley Star Behavioral Health.</p> <p><b>Activities:</b> Participate at community based organization providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>			<p>days of diagnosis. <b>ATTACHMENT A</b></p> <p>2). HIV+ African American and Hispanic clients lost in care will be relinked within 30-days of contact.</p> <p>3). Those individuals identified as minority in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</p> <p>4). Those retained in care will reach viral suppression.</p> <p>5). To improve HIV prevention and care services for those newly screened, newly identified and previously identified but out-of-care minority people living with HIV in SA5.</p> <p>6). To improve viral suppression rate.</p> <p>7). HIV+ MAI clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance.</p> <p>8). Collect quantifiable service and outcome data for effectiveness and number of encounters.</p>
<p><b>Element #3: Faith Based Organizations</b> – Campus Hill Church, St. Paul AME Church, New Beginnings Christian Center (downtown campus).</p> <p><b>Activities:</b> Participate at faith-based organization providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>	SA5	04/01/21-03/31/22	<p>1). Newly diagnosed HIV+ African American and Hispanic clients will be linked into care within 30-days of diagnosis.</p> <p>2). HIV+ African American and Hispanic clients lost in care will be relinked within 30-days of contact.</p> <p>3). Those individuals identified as minority in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</p> <p>4). Those retained in care will reach viral suppression.</p> <p>5). To improve HIV prevention and care services for those newly screened, newly identified and previously identified but out-of-care minority people living with HIV in SA5.</p> <p>6). To improve viral suppression rate.</p> <p>7). HIV+ MAI clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance.</p> <p>8). Collect quantifiable service and outcome data for effectiveness and number of encounters.</p>

<p><b>Element #4: Community Events</b> – IVRS Resource Fairs (annual), SB County Recovery Happens (annual), Muscoy Health Fair (annual), Mexican Consulate (annual), Guatemalan Consulate (annual), Colton Clinical Recovery (annual), SB Disability Expo (annual), Glen Helen Quarterly Resource Fairs, SB Parks and Recreation Departments (Rudy Diaz, Lytle Creek and Ruben Campos Community Centers) (When Applicable).</p> <p><b>Activities:</b> Participate at multiple community events providing HIV/AIDS information materials regarding the availability to testing and HIV/AIDS care services for all individuals. Provide Referrals for testing, resources, and access to care.</p>	SA5	04/01/21-03/31/22	<p>ATTACHMENT A</p> <ol style="list-style-type: none"> <li>1). Newly diagnosed HIV+ African American and Hispanic clients will be linked into care within 30-days of diagnosis.</li> <li>2). HIV+ African American and Hispanic clients lost in care will be relinked within 30-days of contact.</li> <li>3). Those individuals identified as minority in care will be retained in care, by providing the necessary referrals to support services to address any barriers to care.</li> <li>4). Those retained in care will reach viral suppression.</li> <li>5). To improve HIV prevention and care services for those newly screened, newly identified and previously identified but out-of-care minority people living with HIV in SA5.</li> <li>6). To improve viral suppression rate.</li> <li>7). HIV+ MAI clients will be provided eligibility screening and enrollment assistance for health coverage and ADAP assistance.</li> <li>8). Collect quantifiable service and outcome data for effectiveness and number of encounters.</li> </ol>
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## RYAN WHITE PART B SERVICE DEFINITIONS

<b>EMERGENCY FINANCIAL ASSISTANCE</b>	
<b>Definition</b>	The provision of limited one-time or short-term payments (no more than three consecutive months) to assist a PLWH with an emergent need for pay for essential utilities. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program. 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.
<b>Service Goal</b>	The overall goal of Emergency Financial Assistance is to prevent negative client outcomes as a result of emergency financial difficulties and to assist the client in securing a financially stable living situation.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• Direct payment to an agency</li> <li>• Current local limit = Maximum of three months to pay their utility bills (electricity, water, gas)</li> <li>• Services are provided based on established C&amp;L Competency Standards</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Medical visits</li> <li>• Viral Loads</li> </ul>

<b>FOOD SERVICES</b>	
<b>Definition</b>	The provision of actual food items, hot meals, or vouchers to purchase food. 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.
<b>Service Goal</b>	The overall goal of food services is to supplement eligible HIV/AIDS consumer's financial 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.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• Food vouchers, actual food, and/or hot meals</li> <li>• Licensure and Food Handling certification required if applicable</li> <li>• Current local limit = \$50 per client per month</li> <li>• Services are provided based on established C&amp;L Competency Standards</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Medical visits</li> <li>• Viral Loads</li> </ul>

<b>HOUSING SERVICES</b>	
<b>Definition</b>	Housing Services include the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Housing services are transitional in nature and for the purposes of moving or maintaining a client or family in a long-term, stable living situation. 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. Eligible housing can include housing that provides some type of medical or supportive services (such as residential substance use

### RYAN WHITE PART B SERVICE DEFINITIONS

	<p>disorder services or mental health services, residential foster care, or assisted living residential services) and housing that does not provide direct medical or supportive services, but is essential for a client or family to gain or maintain access to and compliance with HIV-related outpatient/ambulatory health services and treatment. RWHAP Part recipients must have mechanisms in place to allow newly identified clients access to housing services.</p> <p>Housing services funds cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments.</p>
<b>Service Goal</b>	To provide shelter, on an emergency or temporary basis, to eligible clients throughout the TGA at risk for homelessness or with unstable housing to ensure that they have access to and/or remain in medical care.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• Housing Case Management: Housing referral services defined as assessment, search, placement, and advocacy services must be provided by case managers or other professional(s) who possess a comprehensive knowledge of local, state, and federal housing programs and how these programs can be accessed</li> <li>• Housing Services (financial assistance): Short-term or emergency housing defined as necessary to gain or maintain access to medical care</li> <li>• Current local limit = 90 days per client per grant program year</li> <li>• Services are provided based on established C&amp;L Competency Standards.</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> <li>• Improve stable housing rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Medical visits</li> <li>• Viral Loads</li> <li>• Living Situation/Housing data</li> </ul>

### MEDICAL NUTRITION THERAPY

<b>Definition</b>	Nutrition therapy pursuant to a medical provider's referral and based on a nutritional plan developed by the registered dietitian or other licensed nutrition professional. Services not provided by a registered/licensed dietitian should be considered Psychosocial Support Services. Can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services.
<b>Service Goal</b>	Facilitate maintenance of nutritional health to improve health outcomes or maintain positive health outcomes.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• Nutrition assessment and screening</li> <li>• Dietary/nutritional evaluation</li> <li>• Food and/or nutritional supplements per medical provider's recommendation</li> <li>• Nutrition education and/or counseling</li> <li>• Services are provided based on established C&amp;L Competency Standards.</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Medical visits</li> <li>• Viral Loads</li> </ul>



## RYAN WHITE PART B SERVICE DEFINITIONS

<b>MEDICAL TRANSPORTATION SERVICES</b>	
<b>Definition</b>	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.
<b>Service Goal</b>	To enhance clients' access to health care or support services using multiple forms of transportation throughout the TGA.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• Bus pass (monthly pass only when justified, otherwise day pass)</li> <li>• Gasoline vouchers</li> <li>• Van trip</li> <li>• Urgent taxi trip</li> <li>• 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).</li> <li>• Restricted to pick-up and drop-off points within the TGA</li> <li>• Services are provided based on established C&amp;L Competency Standards.</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Medical visits</li> <li>• Viral Loads</li> </ul>

<b>NON-MEDICAL CASE MANAGEMENT SERVICES</b>	
<b>Definition</b>	<p>Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate.</p> <p>Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes.</p>
<b>Service Goal</b>	Facilitate linkage and retention in care through the provision of guidance and assistance with service information and referrals.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• Initial assessment of service needs</li> <li>• Initial and ongoing assessment of acuity level</li> <li>• Development of a comprehensive, individualized care plan</li> <li>• Continuous client monitoring to assess the efficacy of the care plan</li> <li>• Re-evaluation of the care plan at least every 6 months with adaptations as necessary</li> <li>• Ongoing assessment of the client's and other key family members' needs and personal support systems</li> <li>• Provide education, advice and assistance in obtaining medical, social, community, legal, financial (e.g. benefits counseling), and other services</li> <li>• Discuss budgeting with clients to maintain access to necessary services</li> <li>• Case conferencing with Medical Case Management Staff on behalf of the client</li> <li>• 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.).</li> <li>• Services are provided based on established C&amp;L Competency Standards</li> </ul>

## RYAN WHITE PART B SERVICE DEFINITIONS

<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Medical visits</li> <li>• Viral Loads</li> </ul>

### OUTREACH SERVICES

<b>Definition</b>	<p>Programs that have as their principle purpose:</p> <ul style="list-style-type: none"> <li>• The identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services</li> <li>• Provision of additional information and education on health care coverage options</li> <li>• Reengagement of people who know their status into Outpatient/Ambulatory Health Services</li> </ul> <p>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.</p>
<b>Service Goal</b>	Re/link HIV+ individuals to care and support services to improve health and decrease viral load.
<b>Service Components</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Direct/redirect positive individuals to medical case management and medical care.</li> <li>• 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.</li> <li>• Referrals to testing, medical care, and support services</li> <li>• Follow-up activities to ensure linkage</li> <li>• Utilize the “Bridge” model to reconnect those that have fallen out of care</li> <li>• 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</li> <li>• Plan and deliver outreach in coordination with local and state HIV prevention outreach programs to avoid duplication of effort</li> <li>• 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</li> <li>• Collect and track quantifiable service and outcome data for local evaluation of effectiveness</li> <li>• Utilize standardized, required documentation to record encounters, progress</li> <li>• Services are provided based on established C&amp;L Competency Standards.</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Link newly diagnosed HIV+ to medical care in 30 days or less</li> <li>• Improve retention in care (at least 1 medical visit in each 6-month period)</li> <li>• Improve viral suppression rate</li> </ul>
<b>Outcome Indicators</b>	<ul style="list-style-type: none"> <li>• Successful linkages to HIV health care (first time)</li> <li>• Medical visits</li> <li>• Reduction in Unmet Need</li> <li>• Viral Loads</li> </ul>

**RYAN WHITE PROGRAM**  
**Cultural and Linguistic Competency Standards**  
**Riverside/San Bernardino, CA**

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

## Cloud Services Requirements Software as a Service (SaaS)

This Cloud Services Requirements document establishes the terms and conditions applicable to the provision of services by Contractor to the County involving the use of hosted cloud computing services. County and Contractor agree that the following terms and conditions will apply to the services provided under this addendum and the underlying Agreement as applicable.

### 1. DEFINITIONS:

- a) **"Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser or application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Data"** - means any information, formulae, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Agreement. Data also includes user identification information, Personally Identifiable Information and Protected Health Information.
- c) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law.

**2. SaaS AVAILABILITY:** Unless otherwise stated in the Agreement, Contractor shall ensure that the provider of Cloud Based services can meet the following requirements:

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) Provide advance written notice to the County in the manner set forth in the Agreement of any major upgrades or changes that will affect the SaaS availability.

**3. DATA AVAILABILITY:** Unless otherwise stated in the Agreement, Contractor shall ensure that the provider of Cloud Based services can meet the following requirements:

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the Agreement for material breach.

### 4. DATA SECURITY:

- a) In addition to the provisions set forth in the Agreement, Contractor shall upon request from the County provide the following certifications regarding the cloud services utilized:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Agreement;
  - 2) Compliance with the following:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results and the service provider's plan to correct any negative findings shall be made available to the County within thirty (30) business days of Contractor's receipt of such results, or upon request from the County.

## Cloud Services Requirements Software as a Service (SaaS)

- b) Contractor shall ensure its cloud service provider implements and maintains all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of the Agreement to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.
- c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Agreement and the County's Data, at no cost to the County. If Contractor does not have such records in its possession, it shall endeavor to obtain such records from its cloud service provider.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor or its cloud service provider other than for normal operation or maintenance of SaaS during the Agreement period without prior written notice to and written approval by the County.
- f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

**5. ENCRYPTION:** Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 128-bit level encryption. Contractor shall ensure that its cloud services provider complies with this requirement.

**6. DATA LOCATION:** All Data will be stored on servers located solely within the Continental United States. Contractor shall ensure that its cloud services provider complies with this requirement.

**7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under this Agreement. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

**8. TRANSITION PERIOD:**

- a) For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County ("Transition Period").
- b) The Transition Period may be modified in the Agreement or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.

## Cloud Services Requirements Software as a Service (SaaS)

- d) Contractor agrees to compensate the County for damages or losses the County incurs as a result of Contractor's failure to comply with this section.
- e) Unless otherwise stated in the Agreement, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County's Data. Contractor shall require the same for any cloud services provider utilized for hosting the County's Data.

**9. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County of:
  - 1) The scale and quantity of the Data loss;
  - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
  - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
- c) Contractor shall work with its cloud services provider to restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Agreement. Failure to do so may result in the County exercising its option to terminate the Agreement.
- d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

**10. EXAMINATION AND AUDIT:** Unless otherwise stated in the Agreement:

- a) Upon advance written request, Contractor shall obtain SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County from its cloud services provider. The County shall have the right to inspect such documentation.
- a) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

**11. DISCOVERY:** Contractor shall promptly notify the County upon receipt of any requests which in any way might reasonably require access to the Data of the County or the Contractor's use of the SaaS. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this

## **Cloud Services Requirements Software as a Service (SaaS)**

Agreement without first notifying the County unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the County with adequate time for the County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the County unless authorized in writing to do so by the County.

**12. DATA SEPARATION:** Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Contractor's cloud service provider's records, information or data for reasons or activities that are not directly related to the County's business.

## RYAN WHITE PROGRAM FINANCIAL ELIGIBILITY CRITERIA

SERVICE CATEGORY	FINANCIAL ELIGIBILITY CRITERIA <sup>1</sup>
Food Services	Total income < <b>150%</b> of Federal Poverty Level
Health Education/Risk Reduction	Total income < 400% of Federal Poverty Level
Linguistic Service	Total income < <b>300%</b> of Federal Poverty Level
Medical Nutrition Therapy	Total income < 400% of Federal Poverty Level
Medical Transportation	Total income < <b>200%</b> of Federal Poverty Level
Non-medical Case Management	Total income < <b>300%</b> of Federal Poverty Level
Outreach Services	Total income < 400% of Federal Poverty Level

**Notes:**

- *Refer to the entire set of IEHPC Standards for complete eligibility criteria*
- *Not all services may be funded in a given grant year*
- *Subject to Change*

<sup>1</sup> Federal Poverty Guidelines:

- Refer to the most current poverty guidelines at <http://aspe.hhs.gov/poverty>.
- In the Riverside/San Bernardino local jurisdiction, 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.



## Ryan White Program REPORTING REQUIREMENTS

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

Report:	Due:	Description:
<b>Billing Invoice</b>	By the 20 <sup>th</sup> of each following month	Invoice will document cost reimbursement and/or total units of service rendered and cost per unit and supporting documentation clearly identifying all line item costs. [Policy #2]
<b>Document Transmittal Form</b> (report agency changes)	By the 20 <sup>th</sup> of each following month with each invoice	Include with all invoices. Also submit with all other hard-copy submissions and when there are changes to report such as change in key staff, service delivery, locations, etc.
<b>Utilization</b>	By the 20 <sup>th</sup> of each following month	All data documenting delivery of service entered into ARIES. [ARIES Policy #3] Also submit any logs/records of utilization data not entered into ARIES (e.g. EIS/Outreach Logs)
<b>Subcontracts Report</b>	Within 30 days of the beginning of each program year and when subcontractor changes occur	List of contracts shall include actual contract, proof of non-profit status, and list of subcontractors and accompanying contact information.
<b>Contractor Policies</b>	Within 60 days of the beginning of each program year and when policy changes occur	Report includes the submission of the following policies: <ul style="list-style-type: none"> <li>• Subcontract Monitoring Policy (if applicable)</li> <li>• Eligibility Policy</li> <li>• Alternative Source of Funding Policy</li> <li>• Confidentiality Policy</li> <li>• Sliding fee Scale Policy</li> <li>• Grievance Policy</li> <li>• Voucher Security Policy</li> <li>• EIS/Outreach Tracking Policy</li> <li>• Program Income Tracking Policy</li> </ul>
<b>Contractor Personnel Professional Licenses</b>	Within 60 days of the beginning of each program year and when personnel changes occur	A list of RWP Part B/MAI Funded personnel and their accompanying licenses shall be reported to RWP Office.
<b>Contractor CQM Plan</b>	Within 60 days of Contract Start Date	Contractor is required to submit a copy of their agency's CQM plan to the RWP Office within 60 days of the start of the contract period.
<b>Cultural and Linguistic Competency Organizational Assessment</b> (1st of 3 years only)	Within 60 days of Contract Start Date (1 <sup>st</sup> year of 3-year only)	Contractor is required to complete and submit the standardized assessment tool at the beginning of the 1 <sup>st</sup> year of the 3-year contract period.
<b>Cultural and Linguistic Competence Plan</b>	Within 90 days of Contract Start Date (annually)	Contractor is required to develop a plan for maintaining/improving cultural and linguistic competency based on the results of the organizational assessment. This plan must be updated and resubmitted annually.
<b>Cost of Services Report</b>	June	Contractor is required to submit a report detailing funds spent/expected to be spent to deliver each RW-allowable service. Must include all funding sources.

<b>Report:</b>	<b>Due:</b>	<b>Description:</b>
<b>EIS/Outreach Testing Data</b>	June	EIS/Outreach contractors are required to submit a report detailing testing activities for a specified period of time. Includes testing activities funded by Ryan White and those not funded by RW.
<b>EIS Data Reporting</b>	Mid-Year (Sept/Oct) Final (April)	Contractor is required to submit detailed EIS service delivery and demographic data 2x a year. [Policy #6]
<b>Self-Audits</b>	November	Contractor must conduct at least one self-audit at mid-year (Sept/Oct) and report the results no later than November of each year. [Policy # 10]
<b>Ryan White Services Report (RSR)</b>  (ARIES Data entry and reports when necessary)	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.
<b>Year-End Program Income Report</b>	April	Report includes any program income that the agency receives. Source of program income, date of program income, what Ryan White Service was the program income applied to, name of service the program income was applied is required to be tracked.
<b>Year-End Narrative Progress Report</b>	April	Report in narrative format that contains the following: 1. Progress made in achieving the administrative and service delivery goals and objectives outlined in the application/contract for Ryan White Part B & MAI funds. 2. Description of accomplishments and challenges 3. Identify any technical assistance needs.

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

**ASSURANCE OF COMPLIANCE STATEMENT**

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

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NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

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

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

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

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

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DATE

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SIGNATURE

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ORGANIZATION

**Ryan White Part B Program HCP/MAI Initiative**  
**County of San Bernardino**  
 Budget and Allocation Plan  
 Fiscal Year April 1, 2021 – March 31, 2022

**AGENCY NAME:** Borrego Community Health Foundation

**SERVICE:** Ryan White HCP Outreach

	A	B	C
Budget Category	Non-Part B/MAI Cost (Other Payers) <sup>2</sup>	Part B/MAI Cost	Total Cost <sup>1</sup>
<b>Personnel</b>			
<b>Classification:</b> Ryan White HIV Outreach Educator TBH (\$50,140 X 0.5 FTE) To conduct outreach activities within the SA5 service area (San Bernardino to Barstow) to link/relink HIV/AIDS HCP/MIA clients into Health Services for treatment and testing. To maintain client records and data management in ARIES. Hiring process will begin immediately after award announcement, to be in place by April 1, 2021, project implementation. Job Descriptions are already existing. (\$23 p/hr).		\$25,070	\$25,070
<b>Fringe Benefits</b> 20% of Total Personnel Costs		\$5,014	\$5,014
<b>TOTAL PERSONNEL</b>		\$30,084	\$30,084
<b>Other</b> (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc.)			
Travel/Mileage – Mileage reimbursement for staff is based on reimbursement for mileage from the State mileage rate		\$1,186	\$1,186
Office Supplies - Includes paper, toner for copier, printing, pens and other small office supply items, laptop protective cases. Printing used for outreach clinic information flyers and educational fact sheets in preparation for community events.		\$0.00	\$0.00
Equipment – To purchase (1) laptop		\$0.00	\$0.00
<b>TOTAL OTHER</b>		\$1,186	\$1,186
<b>SUBTOTAL (Total Personnel and Total Other)</b>		\$31,270	\$31,270
<b>Administration</b> May or may not be available for Part B funded services. This will be negotiated post-award and shall not exceed ten percent (10%) of the total amount awarded by service. (Include a detailed description of items within such as managerial staff etc. See next page.)		\$1,608	\$1,608
<b>TOTAL BUDGET (Subtotal &amp; Administration)</b>		\$32,878	\$32,878

<sup>1</sup> Total Cost = Non-Part B/MAI Other Payers + RW Part B/MAI Cost (Column A + Column B)

- Total Number Ryan White Part B/MAI Units to be Provided for Service Category: 1140
- Total Part B/MAI Budget (Column B) Divided by Total Part B/MAI Units to be Provided: \$28.84  
(This is your agency's proposed RW Part B/MAI cost for care per unit)

<sup>2</sup>List Other Payers Associated with funding in Column A: N/A

**Ryan White Part B Program HCP/MAI Initiative**  
**County of San Bernardino**  
 Budget and Allocation Plan  
 Fiscal Year April 1, 2021 – March 31, 2022

**AGENCY NAME:** Borrego Community Health Foundation

**SERVICE:** Ryan White MAI Outreach

	A	B	C
Budget Category	Non-Part B/MAI Cost (Other Payers) <sup>2</sup>	Part B/MAI Cost	Total Cost <sup>1</sup>
<b>Personnel</b>			
<b>Classification:</b> Ryan White HIV Outreach Educator TBD (\$50,140 X 0.5 FTE) To conduct outreach activities within the SA5 service area (San Bernardino to Barstow) to link/relink HIV/AIDS HCP/MIA clients into Health Services for treatment and testing. To maintain client records and data management in ARIES. Hiring process will begin immediately after award announcement, to be in place by April 1, 2021, project implementation. Job Descriptions are already existing. (\$23 p/hr).		\$25,070	\$25,070
<b>Fringe Benefits</b> 20% of Total Personnel Costs		\$5,014	\$5,014
<b>TOTAL PERSONNEL</b>		\$30,084	\$30,084
<b>Other</b> (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc.)			
Travel/Mileage – Mileage reimbursement for staff is based on reimbursement for mileage from the State mileage rate		\$1,325	\$1,325
Office Supplies - Includes paper, toner for copier, printing, pens and other small office supply items, laptop protective cases. Printing used for outreach clinic information flyers and educational fact sheets in preparation for community events.		\$532	\$532
Equipment – To purchase (1) laptop		\$0.00	\$0.00
<b>TOTAL OTHER</b>		\$1,857	\$1,857
<b>SUBTOTAL (Total Personnel and Total Other)</b>		\$31,941	\$31,941
<b>Administration</b> May or may not be available for Part B funded services. This will be negotiated post-award and shall not exceed ten percent (10%) of the total amount awarded by service. (Include a detailed description of items within such as managerial staff etc. See next page.)		\$3,194	\$3,194
<b>TOTAL BUDGET (Subtotal &amp; Administration)</b>		\$35,135	\$35,135

<sup>1</sup> Total Cost = Non-Part B/MAI Other Payers + RW Part B/MAI Cost (Column A + Column B)

- Total Number Ryan White Part B/MAI Units to be Provided for Service Category: 1260
- Total Part B/MAI Budget (Column B) Divided by Total Part B/MAI Units to be Provided: \$27.88  
(This is your agency's proposed RW Part B/MAI cost for care per unit)

<sup>2</sup>List Other Payers Associated with funding in Column A: N/A

# INVOICE

**Ryan White Program, Part B**  
**Riverside/San Bernardino, CA TGA**

**Contract Period:** \_\_\_\_\_  
**Agency:** \_\_\_\_\_  
**Contract #:** \_\_\_\_\_  
**SAP #:** \_\_\_\_\_

**Invoice #:** \_\_\_\_\_  
**Billing Period:** \_\_\_\_\_  
**Service Category:** \_\_\_\_\_

Line Items	Total Budget	Expended This Period	Expended Contract- to-Date	Unexpended Budget
<b>Personnel</b>				
1. (Position & Incumbent)	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
etc.	_____	_____	_____	_____
<b>Total Personnel</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fringe Benefits Percentage</b>				
XX.XX%	-	\$	\$	\$
<b>Fringe Benefit Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Personnel (Without Benefits)</b>				
1. (Position & Incumbent)	_____	_____	_____	_____
2.	_____	_____	_____	_____
<b>Total Personnel (Without Benefit)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Services &amp; Supplies</b>				
1. Travel	_____	_____	_____	_____
2. Supplies	_____	_____	_____	_____
3. Equipment	_____	_____	_____	_____
4. Telephone/Communication	_____	_____	_____	_____
5. Facility Rent	_____	_____	_____	_____
6. (Nature of Service/Vendor)	_____	_____	_____	_____
etc.	_____	_____	_____	_____
<b>Total Contractual</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



Other				
1. (Specify Nature of Cost)				
2.				
Total Other	\$ -	\$ -	\$ -	\$ -
Total Direct Cost	\$ -	\$ -	\$ -	\$ -
Indirect/Adm Charges (XX %)	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -

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

Authorized Signature		Date	
Number of Ryan White funded units provided this month		Cost Per Unit	\$
Number of Ryan White funded units served this month		Cost Per Clients	\$