# OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

# **SUBGRANT AGREEMENT**

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THIS SUBGRANT AGREEMENT (this "Agreement") is made and entered into, in duplicate, as of September 19, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 4, 2007, by and between CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, a California nonprofit corporation, on behalf of the CENTER FOR BEHAVIORAL RESEARCH AND SERVICES ("Organization"), with offices located at 6300 State University Drive, Long Beach, California 90815, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City entered into Agreement No. 07-65057 (the "State Agreement") with the California Department of Health Services (the "State"); and

WHEREAS, the City requires the assistance of a local community service agency to provide HIV education and prevention services; and

WHEREAS, the City desires Organization to provide said services for the City, and Organization is willing to do so; and

WHEREAS, the City Council has authorized the City Manager to enter into a contract with Organization; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Section 1. The above recitals are true and correct and the State Agreement is incorporated herein by this reference. Organization shall comply fully with the terms of the State Agreement.

Section 2. Organization shall provide HIV/AIDS prevention case management and outreach HIV-positive individuals in accordance with Exhibit "A" attached to this Agreement and incorporated by this reference, and the City shall pay Organization for such services in an amount not to exceed \$468,000. The City's obligation to pay Organization is contingent upon the City's receipt of such funds from the

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State and on satisfactory performance, in the City's sole opinion, of work by Organization under this Agreement.

The term of this Agreement shall commence at midnight on Section 3. July 1, 2007, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30, 2010.

Organization shall prepare and submit a monthly invoice no Section 4. later than the tenth (10<sup>th</sup>) day of the month covering services performed and expenses incurred in the preceding month. The City shall pay in due course of payments. All invoices shall be in the format shown in Exhibit "B" attached to this Agreement and incorporated by this reference and shall contain the Agreement Number assigned by the City. Invoices shall be printed on an agency letterhead with copies of receipts pertaining to expenses listed on the invoice. Organization's final invoice shall be submitted within sixty (60) days after termination of this Agreement. A final invoice submitted after that time shall not be paid unless Organization has obtained a prior written extension for submission from the City.

#### Section 5.

Α. Organization shall submit quarterly progress reports in the format shown in Exhibit "C", attached hereto and incorporated by this reference, and a final report, in triplicate, to the City on or before the following dates:

Fiscal Year 2007-2008	Period Covered	<u>Due</u>	
First Report Second Report Third Report Fourth Report	07/01/07-09/30/07 10/01/07-12/31/07 01/01/08-03/31/08 04/01/08-06/30/08	10/10/07 01/10/08 04/10/08 07/10/08	
E: 13/ 0000 0000	D : 101	ъ	
Fiscal Year 2008-2009	Period Covered	<u>Due</u>	

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Fiscal Year 2009-2010	Period Covered	<u>Due</u>
First Report	07/01/09-09/30/09	10/10/09
Second Report	10/01/09-12/31/09	01/10/10
Third Report	01/01/10-03/31/10	04/10/10
Fourth Report	04/01/10-06/30/10	07/10/10

- B. Each report shall include, but not be limited to, information regarding progress accomplished on grant objectives, progress on activity schedules, problems arising during the reporting period and proposed solutions, issues requiring project coordinator consultation, and data on client services. The final report shall be cumulative for the entire fiscal year, and shall include a final project summary and a list of products (such as course outlines, teaching materials, audio-visual aids, brochures, pamphlets, curriculum guides, slides, and films) developed in the performance of this Agreement. With the final report, Organization shall also deliver reproducible copies of all such products.
- C. Organization shall attend the monthly HIV Planning Group meetings and provide brief reports on the status of their HIV prevention activities to the group. Failure to attend two (2) consecutive meetings may result in termination of this Agreement.
- All invoices and reports shall be consistent with the Scope of D. Work and must be typewritten and signed by the authorized signatory who shall certify reports and invoices are correct. Organization shall reimburse the City for all expenses not approved under this Agreement.
- E. Failure to submit timely and accurate quarterly reports and monthly invoices may result in termination of this Agreement after two (2) consecutive quarters or months, respectively, of submission of untimely or inaccurate reports or untimely invoices.

#### Section 6.

A. Organization shall adhere to the budget identified in Exhibit

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"D" attached to this Agreement and incorporated by this reference. Organization shall not change any line item of the budget without the prior written approval of the City. The City will not pay any invoice that contains a charge relating to a changed line item unless the City has given its prior written approval to the changed line item. A budget revision form identified in Exhibit "D" must be submitted to the City.

Organization shall obtain the City's prior written approval for B. any increase in salaries hereunder. Invoices containing an increased salary that was not approved in writing by the City prior to submission of the invoice shall be paid at the original salary amount.

Organization shall maintain accurate and complete records, Section 7. including but not limited to, financial records, program protocols, surveys, data forms, outlines of goals, letters of confirmation from agencies where program activities under this Agreement are being conducted, and summaries of program activities at agencies. Said records shall be retained by Organization for three (3) years following expiration or termination of this Agreement. Organization shall provide copies of all or any part of said records to the City upon the City's request therefore, at no charge to the City.

In connection with the performance of this Agreement, Section 8. Organization shall adhere to the "Additional Subcontractor Provisions" included in Exhibit "A(F)", attached to this Agreement and incorporated by this reference.

Section 9. The City shall conduct periodic site visits, upon seven (7) days prior verbal notification to Organization, to evaluate Organization's performance hereunder and to insure that Organization is complying with the Scope of Work identified in Exhibit "A". The City's evaluation shall include, but not be limited to, (1) demonstrated changes in knowledge, attitudes, skill development and behavior changes, and (2) the quality and quantity of educational program interventions and activities. The City shall issue a Site Visit Report to Organization following site visits. At the end of the contract year, the City shall issue a report to DHS/OA as a permanent record of Organization's

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performance hereunder. The City may terminate this Agreement if Organization receives a rating of "acceptable with recommendations" on any performance category and fails to address the identified problems within a specific period of time determined by the City. The City will terminate this Agreement if Organization receives a rating of "failed to meet contractual requirements" on any performance category.

Section 10. Organization shall not appoint a new Director for this program, shall not use pamphlets, films, slides, or any other audio visual materials during the term of this Agreement without the prior written approval of the City. Organization shall submit to the City notice of staff changes, including resumes, fifteen (15) days prior to change of staff. Organization shall address all requests for approval to the City at 2525 Grand Avenue, Long Beach, California 90815 Attn: Preventive Health Bureau Manager.

Section 11. A representative of Organization shall meet periodically with representatives from the City, the CARE Program. One in Long Beach, and the Community Hispanic Association to discuss program activities and to insure that AIDS education and prevention programs are being coordinated within the City.

Section 12. If Organization requires assistance for program activities, it must first contact the City for such assistance. If the City cannot provide the assistance, then the City will direct Organization where Organization may obtain it.

#### Section 13.

Organization's records relating to the performance of this Α. Agreement shall be kept in accordance with generally accepted accounting principles and in the manner prescribed by the City. Organization's records shall be current and complete. The City and its representatives shall have the right to examine, copy, inspect, extract from, and audit financial and other records related, directly or indirectly, to this Agreement during Organization's normal business hours during the term of this Agreement and for a period of three (3) years thereafter. If examination of these financial and other records by the City reveals that Organization has not used these funds for the purposes and on the conditions

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stated in this Agreement, then Organization covenants, agrees to and shall immediately repay all or that portion of the funds that were improperly used. If Organization is unable to repay all or that portion of the funds, then the City will terminate all activities of Organization under this Agreement and pursue appropriate legal action to collect the funds. Alternatively, to the extent the City has been refusing payment of any invoices pursuant to Section 13C below, the City may continue to withhold such funds equal to the amount of improperly used funds, regardless of whether the funds being withheld by the City were improperly used.

- B. In addition, Organization shall provide any information that the City Auditor and other City representatives require in order to monitor and evaluate Organization 's performance hereunder. The City reserves the right to review and request copies of all documentation related, directly or indirectly, to the program funded by this Agreement, including by way of example but not limited to, case files, program files, policies and procedures. Organization shall provide all reports, documents or information requested by the City within three (3) days after receipt of a written or oral request from a City representative, unless a longer period of time is otherwise expressly stated by the representative.
- C. The City reserves the right to withhold payment pending satisfactory completion of an audit, as determined by the City in its sole discretion, or Organization's cure of a breach of this Agreement, as determined by the City in its sole discretion, after being notified of such breach by the City.

#### Section 14.

In the performance of this Agreement, Organization shall not Α. discriminate against any employee, applicant for employment or service, or subcontractor because of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV Status, condition, age, disability or handicap. Organization shall take affirmative action to assure that applicants are employed or served, and

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that employees and applicants are treated during employment or services without regard to these categories. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Organization shall permit access by the City to Organization's B. records of employment, employment advertisements, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the fair employment practices provisions of this Agreement.

#### Section 15.

A. In performing services hereunder, Organization is and shall act as an independent contractor and not as an employee, representative, or agent of the City. Organization's obligations to and authority from the City are solely as prescribed in this Agreement. Organization expressly warrants that it will not, at any time, hold itself out or represent that Organization or any of its agents, volunteers, subscribers, members, officers or employees are in any manner officials, employees or agents of the City. Organization shall not have any authority to bind the City for any purpose.

B. Organization acknowledges and agrees that (a) the City will not withhold taxes of any kind from Organization's compensation, (b) the City will not secure workers' compensation or pay unemployment insurance to, for or on Organization's behalf, and (c) the City will not provide and Organization and Organization's employees are not entitled to any of the usual and customary rights, benefits or privileges of City employees.

Section 16. This Agreement contemplates the personal services of Organization and Organization's employees, and the parties acknowledge that a substantial inducement to the City for entering into this Agreement was and is the reputation and competence of Organization and its employees. professional

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Organization shall not delegate its duties or assign its rights under this Agreement, or any interest in it or any portion of it, without the prior written consent of the City. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of the attempted assignment or delegation.

Section 17. Organization shall indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section "City") against any and all liability, claims, demands, damage, causes of action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising, directly or indirectly, out of any negligent act or omission of Organization, its officers, employees, agents, subcontractors or anyone under Organization's control (collectively "Indemnitor"), breach of this Agreement by Organization, misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Organization, Organization shall defend the City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. Organization shall notify the City of any Claim within ten (10) days. Likewise, the City shall notify Organization of any Claim, shall tender the defense of the Claim to Organization, and shall assist Organization, as may be reasonably requested, in such defense.

#### Section 18.

Organization shall procure and maintain at Organization's Α. expense (which expense may be submitted to the City for reimbursement from grant funds allocated to Organization if itemized on Attachment "B") for the duration of this Agreement the following insurance and bond against claims for injuries to persons or damage to property that may arise from or in connection with the performance of this Agreement by Organization, its agents, representatives, employees, volunteers or subcontractors.

> Commercial general liability insurance (equivalent in (1)

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scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross-liability, independent contractors liability, and products and completed operations liability. The City, its Boards and Commission, and their officials, employees and agents shall be named as additional insureds by endorsement (on the City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to the City, its Boards and Commission, and their officials, employees and agents.

- (2) Workers' Compensation insurance as required by the California Labor Code.
- (3) Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
- (4) Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
- (5) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.
- (6) Blanket Honesty Bond in an amount equal to at least fifty percent (50%) of the total amount to be disbursed to Organization hereunder or Twenty-Five Thousand Dollars (\$25,000), whichever is less, to safeguard the proper handling of funds by employees, agents or representatives of Organization who sign as the maker of checks or drafts or in any manner authorize the disbursement or expenditure of said funds. If delivering services to minors, seniors, or persons with disabilities,

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Organization's Commercial General Liability insurance shall not exclude coverage for abuse and molestation. If Organization is unable to provide abuse and molestation coverage, it can request a waiver of this coverage from the City. The City's Risk Manager will consider waiving the requirement if Organization can demonstrate to the satisfaction of the City's Risk Manager that Organization has no exposure, that the coverage is unavailable, or that the coverage is unaffordable. If a request for a waiver is desired, Organization must submit a signed document on Organization's letterhead to the Director of the City's Department of Health and Human Services, who will forward it to the City's Risk Manager, providing reasons why the insurance coverage should be waived. Waivers will be considered on a case by case basis.

- B. self-insurance program, self-insured retention. deductible must be separately approved in writing by the City's Risk Manager or his/her designee and shall protect the City, its Boards and Commission, and their officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to the City, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City. Organization shall notify the City in writing within five (5) days after any insurance required herein has been voided by the insurer or cancelled by the insured.
- C. Organization shall require that all contractors and subcontractors that Organization uses in the performance of services under this Agreement maintain insurance in compliance with this Section unless otherwise agreed in writing by the City's Risk Manager or his/her designee.
- D. Prior to the start of performance or payment of first invoice, Organization shall deliver to the City certificates of insurance and required endorsements for approval as to sufficiency and form. The certificate and

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endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Organization shall, within thirty (30) days prior to expiration of this insurance, furnish to the City certificates of insurance and endorsements evidencing renewal of the insurance. The City reserves the right to require complete certified copies of all policies of Organization and Organization's contractors and subcontractors, at any time. Organization shall make available to the City's Risk Manager or his/her designee during normal business hours all books, records and other information relating to the insurance coverage required herein.

- E. Any modification or waiver of these insurance requirements shall only be made with the approval of the City's Risk Manager or his/her designee. Not more frequently than once a year, the City's Risk Manager or his/her designee may require that Organization, Organization's contractors and subcontractors change the amount, scope or types of coverages if, in his or her sole opinion, the amount, scope, or types of coverages are not adequate.
- F. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Organization's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
- G. Use of funds obtained under this Agreement to purchase the insurance required herein shall result in the immediate termination of this Agreement.

Section 19. All notices given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, certified mail, return receipt requested, to the City at 2525 Grand Avenue, Long Beach, California 90815 Attn: Preventive Health Bureau Manager, and to Organization at the address first stated above. Notice shall be deemed given on the date personal delivery is made or the date shown on the return receipt, whichever is earlier. Notice of change of address shall be

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given in the same manner as stated for other notices.

Section 20. This Agreement, including all exhibits and attachments hereto, constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

Section 21. This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing by the parties that expressly refers to this Agreement.

Section 22. The acceptance of any service or payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

This Agreement shall be governed by and construed pursuant Section 23. to the laws of the State of California, without regard to conflicts of law principles.

Section 24. In the event of any conflict or ambiguity between this Agreement and one or more attachments, the provisions of this Agreement shall govern.

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IN WITNESS WHEREOF, the parties have executed this document with all 1 formalities required by law as of the date first stated above. 2 3 CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, a California 4 nonprofit corporation, on behalf of the CENTER FOR BEHAVIORAL RESEARCH 5 AND SERVICES 6 20 Ву Sr. Director of Sponsored Programs & New Business 7 Sandra Shereman 8 20 9 Grants, Contracts and Foundation Programs Denise Bell 10 11 OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 "Organization" 12 CITY OF LONG BEACH, a municipal 13 corporation 14 City Manager 15 "City" 16 11/14,2007. Approved as to form on 17 18 ROBERT E. SHANNON, City Attorney 19 By Xou'le Country
Deputy 20 21 22 23 24 25 26 27 28

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# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

Goal 2: To reduce transmission of HIV among men who have sex with men (MSM), HIV-positive persons, drug users and high-risk women in the Greater Long Beach areas.

Objective 2A: By June 30, 2008, the Long Beach Health Department, through a subcontract with the Center for Behavioral Research and Services (CBRS), will provide three risk reduction counseling sessions to 500 substance abusers who are at high-risk of contracting HIV.

- a. Summary: The Project RESPECT-Negative Brief Counseling Model is an HIV risk reduction intervention that enables participants to initiate a behavioral change process to prevent HIV infection. Substance/drug users, including injection drug users (IDUs) have been identified in the Long Beach Comprehensive Prevention Plan as one of the City's priority behavioral risk groups. Clients, in conjunction with a trained counselor, will develop a client-centered behavioral change plan and participate in three risk reduction counseling sessions. Special outreach will be conducted to recruit MSM and heterosexual users of methamphetamine into the Project RESPECT Brief Counseling program. The ILI session will include a sexual and substance use risk assessment. Program staff will provide referrals to support groups, medical and social services.
- b. Service Provider Collaboration: Program staff will document referrals made to other agencies and services using the client case notes and linked referral form.
- c. Type of Intervention: Individual Level Intervention (ILI)
- d. Behavior Risk Groups/Target Size: Men-who-have-sex-with-men (MSM)/300

Injection Drug Users (IDU)/100 Women-at-Sexual Risk (WSR)/100

- e. Key Activities:
  - e.1. By July 31, 2007, review and update protocols for implementing the Project RESPECT-Negative Brief Counseling intervention.

# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

- e.2. By July 31, 2007, develop a linked referral form.
- e.3. By August 15, 2007, recruit individuals into the intervention.
- e.4. By August 31, 2007 (ongoing), enter ILI information into LEO.

#### f. Process Evaluation:

- f.1. ILI LEO form will be used for all ILI sessions.
- f.2. ILI LEO forms will be entered within one week of ILI session contact.
  - f.3. Linked referral forms will be used to document and track referrals made to medical care and other social services.
  - f.4. Quarterly progress reports will be developed by staff to review and analyze LEO data and provide additional narrative on the status of ILI activities, challenges and successes.

Objective 2B: By June 30, 2008, the Long Beach Health Department through a subcontract with CBRS, will provide three risk reduction counseling sessions to 55 HIV-positive substance abuse users who are at high-risk of transmitting HIV to their partners.

a. Summary: The Project RESPECT-Positive Brief Counseling Model is an HIV risk reduction intervention that enables participants to initiate a behavioral change process to prevent HIV infection. Substance/drug users, including injection drug users (IDUs) have been identified in the Long Beach Comprehensive Prevention Plan as one of the City's priority behavioral risk groups. Clients, in conjunction with a trained counselor, will develop a client-centered behavioral change plan and participate in three risk reduction counseling sessions. The ILI sessions will include a sexual and substance use risk assessment. Program staff will provide referrals to support groups, medical and social service resources, and will encourage participation in PCRS. Program staff will also refer and help individuals enroll in the Health Department's HIV Early Intervention Program or the St. Mary Medical Center's HIV case management and support services.

# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

b. Service Provider Collaboration: Program staff will document referrals made to other agencies and services using the client case notes and linked referral form. Program staff will meet with the Health Department's Early Intervention Program,

the St. Mary CARE Clinic and other local service providers to identify an efficient process for making referrals.

- c. Type of Intervention: Individual Level Intervention (ILI)
- d. Behavior Risk Groups/Target Size: HIV-positive MSM/40 HIV-positive IDU/15
- e. Key Activities:
  - e.1. By July 31, 2007, review and update protocols for implementing the Project RESPECT-Positive Brief Counseling intervention.
  - e.2. By July 31, 2007, develop a linked referral form.
  - e.3. By August 15, 2007 (ongoing), recruit individuals into the intervention.
  - e.4. By August 31, 2007 (ongoing), enter information into LEO.
- f. Process Evaluation:
  - f.1. ILI LEO form will be used for all ILI sessions.
- f.2. ILI LEO forms will be entered within one week of ILI session contact.
  - f.3. Linked referral forms will be used to document and track referrals made to medical care and other social services.
  - f.4. Quarterly progress reports will be developed by staff to review and analyze LEO data and provide additional narrative on the status of ILI activities, challenges and successes.

Objective 2C: By June 30, 2008, the Health Department, through a subcontract with the Center for Behavioral Research and Services (CBRS), will provide targeted prevention activities (outreach) to at least 30 MSM and at least 25 heterosexual users of methamphetamine in Long Beach.

# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

- a. Summary: Studies have demonstrated the prevalent use of methamphetamine among MSMs and heterosexual populations. CBRS will collaborate with the Substance Abuse Foundation (SAF) in linking MSMs and heterosexual meth users to drug treatment. MSM and heterosexual drug users will be screened for methamphetamine dependence and craving through outreach. Clients found to have methamphetamine dependence will be linked to SAF for drug treatment while clients who are found to have methamphetamine craving will be referred to health education and risk reduction programs within CBRS. Clients who are unaware of their HIV status will be referred to CTR.
- b. Service Provider Collaboration: CBRS will develop a formal partnership agreement with Substance Abuse Foundation to provide risk reduction services to MSM and heterosexual meth users.
- c. Type of Intervention: Targeted Prevention Activities (TPA)

d. Behavior Risk Groups/Target Size: MSM/30

IDU/20 WSR/5

e. Key Activities:

- e.1. By July 31, 2007, identify venues in Long Beach frequented by methamphetamine-using individuals, including MSMs and heterosexuals.
- e.2. By July 31, 2007, develop a list of outreach sites and an outreach calendar.
- e.3. By August 15, 2007, begin outreach to target groups.
- e.4. By August 31, 2007, complete field risk assessments and LEO TPA forms to document outreach contacts.
- e.5. By August 31, 2007 (ongoing), complete Desires for Speed and Severity of Amphetamine Dependence questionnaires on MSM and heterosexual methamphetamine users.

#### f. Process Evaluation:

f.1. TPA LEO form will be used for all outreach contacts.

# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

f.2. TPA LEO forms will be entered within one week outreach contact.

- f.3. Linked referral forms will be used to document and track referrals made to medical care and other social services.
- f.4. Quarterly progress reports will be developed by staff to review and analyze LEO data and provide additional narrative on the status of TPA activities, challenges and successes.

Objective 2D: By June 30, 2008, the Health Department, through a subcontract with the Center for Behavioral Research and Services (CBRS), will link at least 25 methamphetamine dependent clients to support groups at Substance Abuse Foundation (SAF).

- a. Summary: Individuals identified as having methamphetamine dependence through outreach will be linked to support groups at SAF. Clients must attend at least three group sessions using a written curriculum and under the guidance of a trained facilitator.
- b. Service Provider Collaboration: CBRS will develop a formal partnership agreement with SAF to provide risk reduction services to MSM and heterosexual meth users.
- c. Type of Intervention: Group Level Intervention (GLI)

d. Behavior Risk Group/Target Size: MSM/15

IDU/5 WSR/5

- e. Key Activities:
  - e.1. By July 31, 2007, a linked referral form will be completed.
  - e.2. By July 31, 2007, a Qualified Service Agreement between CBRS and SAF will be completed.
  - e.3. By August 15, 2007 (and ongoing), SAF will complete a Group Intervention Attendance form and LEO Group Check Sheet, documenting participation in methamphetamine-specific group counseling activities.

# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

e.4. By September 30, 2007 (ongoing), begin GLI data entry into LEO. A group self-administered questionnaire will be completed for one session of the multi-session group. A group short from will be completed for all but one session when the self-administered questionnaire is completed.

#### f. Process Evaluation:

- f.1. GLI LEO form will be used for all GLI sessions.
- f.2. GLI LEO forms will be entered within one week of GLI session.
- f.3. Linked referral forms will be used to document and track referrals made to medical care and other social services.
- f.4. Quarterly progress reports will be developed by staff to review and analyze LEO data and provide additional narrative on the status of GLI activities, challenges and successes.

Objective 2E: By June 30, 2008, the Health Department, through a subcontract with the Center for Behavioral Research and Services (CBRS), will refer at least 10 individuals who have completed drug treatment or those who do not have methamphetamine dependence but do have methamphetamine craving to CBRS' Project RESPECT intervention. These individuals will complete a minimum 3 sessions.

- a. Summary: Individuals identified as having methamphetamine cravings or have completed drug treatment will be linked to risk reduction counseling services at CBRS. Specifically, clients will participate in CBRS' Project RESPECT intervention and complete a minimum of three counseling sessions.
- b. Service Provider Collaboration: CBRS will document contacts and referrals made to programs within CBRS in client flies.
- c. Type of Intervention: Individual Level Intervention (ILI)
- d. Behavior Risk Groups/Target Size: MSM/5

IDU/3 WSR/2

# Exhibit A Scope of Work-Year 1 July 1, 2007-June 30, 2008

# e. Key Activities:

- e.1. By July 31, 2007, a linked referral form will be completed.
- e.2. By August 15, 2007 (and ongoing), CBRS will complete Counseling Session Notes on participating clients, documenting participation and completion of risk reduction goals and activities.
- e.3. By August 31, 2007 (and ongoing), CBRS will complete the LEO ILI form on participating clients, documenting participation and completion of risk reduction goals and activities.

#### f. Process Evaluation:

- f.1. ILI LEO form will be used for all ILI sessions.
- f.2. ILI LEO forms will be entered within one week of ILI session.
- f.3. Linked referral forms will be used to document and track referrals made to medical care and other social services.
- f.4. Quarterly progress reports will be developed by staff to review and analyze LEO data and provide additional narrative on the status of ILI activities, challenges and successes.

# **EXHIBIT B**

Contract No.

Progr	ram	NI o	me:

HIV EDUCATION AND PREVENTION

Invoice Term:

A. B. C. D.	PERSONNEL	\$ - \$ - \$ - \$ -	
E.	INDIRECT COSTS	\$ -	1
	TOTAL AMOUNT PAYABLE	\$	:
I hereby certify that the amount owed.	the amount claimed is accurate and a tro	ue representation of	
Authorized Signature		Date	
Print Name of Authori	zed Signature	Title	

#### **EXHIBIT C**

# City of Long Beach Department of Health and Human Services PROGRESS REPORT

# FOR LOCAL HIV PREVENTION PROGRAMS

Please email reports to Cheryl Barrit at Cheryl\_barrit@longbeach.gov

Indicate Period	Report Period	Due Date
	FISCAL YEAR 2007-2008	
	7/1/07-9/30/07	10/10/07
	10/1/07-12/31/07	1/10/08
	1/1/08-3/31/08	4/10/08
	4/1/08-6/30/08	7/10/08
18.5	FISCAL YEAR 2008-2009	
	7/1/08-9/30/08	10/10/08
	10/1/08-12/31/08	1/10/09
	1/1/09-3/31/09	4/10/09
	4/1/09-6/30/09	7/10/09
100	FISCAL YEAR 2009-2010	
	7/1/09-9/30/09	10/10/09
	10/1/09-12/31/09	1/10/10
	1/1/10-3/31/10	4/10/10
	4/1/10-6/30/10	7/10/10

Program Name:
Contract Number:

Contractor Name and Address:

#### Person Completing Report:

### Narrative Statement of Project Progress:

In no more than 5, address the following topics as they relate to the Education and Prevention (E&P) program.

#### 1. Administrative Issues

- <u>Challenges and Barriers</u> Describe challenges and barriers related to governmental and non-governmental administrative issues.
   Examples include but are not limited to the following:
  - o Compliance with Scope of Work (SOW) requirements;
  - o Implementing new mandates and program requirements;
  - o Budget constraints.

- <u>Strategies to Overcome Challenges and Barriers</u> Describe methods used to overcome each administrative challenge and barrier, including steps and timelines.
- <u>Successes</u> Highlight innovative programs, methods, projects, and/or staff accomplishments as it relates to "administration".

#### 2. Programmatic Issues

- <u>Challenges and Barriers</u> Describe challenges and barriers related to governmental and non-governmental programmatic issues.
   Examples include but are not limited to the following:
  - Meeting measurable objectives;
  - Implementing new mandates and program requirements;
- <u>Strategies to Overcome Challenges and Barriers</u> Describe methods used to overcome each programmatic challenge and barrier, including steps and timelines.
- <u>Successes</u> Highlight innovative programs, methods, projects, and/or staff accomplishments as it relates to "program".

# 3. Community Planning

- <u>Challenges and Barriers</u> Describe challenges and barriers related to the Local Community Planning Process during this reporting period. Examples include but are not limited to the following:
  - Meeting attendance and participation at the Long Beach HIV Planning Group, Service Provider Network, Los Angeles County Commission on HIV Services, Los Angeles County Prevention Planning Committee and other local or regional planning bodies.
  - Identifying resources;
  - Local administrative constraints.
- Strategies to Overcome Challenges and Barriers Describe methods used to overcome each of the challenges and barriers.
- <u>Successes</u> Highlight innovative community planning activities, and/or projects conducted during this reporting period.
- 4. <u>Major Programmatic Changes and Developments</u> Describe major changes in focus or direction in program (i.e., new goals & objectives), and/or new staffing. Please include resume for new staff.
- 5. <u>Technical Assistance Needs</u> Detail technical assistance needs including administrative, programmatic, community planning, etc.
- 6. <u>Evaluation Update</u> Provide implementation status and utilization of ELI (i.e., entering interventions, entering current data, use of reports, etc.). Provide data on local evaluation efforts.

# Subcontractor Budget Detail and Justification Subcontractor Name

		Center for Behavioral Resea	irch and Services (CBRS)	
Contact Person		Director		
Dennis Fisher, Ph.D.  Mailing Address (Include street address if using P.O. Box)		Telephone Number		
1090 Atlantic Avenue, L		(562) 495-2330 ext. 121		
E-Mail Address and Websi		Fax Number		
dfisher@csulb.edu				
Expenses Category	De	scription	Budgeted Amount (round to dollar)	
Personnel		Total Personnel	\$99,671	
Operating	<b>接着我的复数的第三人称形式</b>			
	Supplies (office supplies, condoms, I	ubes)	\$2,734	
	Mileage	4300)	\$1,200	
	Telephone		\$1,500	
	Incentives		\$4,000	
	T1 Computer Connection		\$1,500	
	Copying		\$1,500	
	Rent (long-term)		\$28,944	
	Kent (long-term)		Ψ20,544	
•		Total Operating	\$41,378	
Capital Expenses				
Capital Expellees				
•				
and the state of t		Total Capital		
position and the contract the contract and	and the state of the section of the second section section of the second section s	Territoria de la composição de la compos		
Other Costs				
•				
•		10.00		
		Total Other Cost	\$0	
	The state of the s		L	
Indirect	15% of personnel costs			
			\$14,951	
		Total Indirect Cost		
	<b>2008/88/80</b> 2/38/88/88/38/37/32/35/35/35/35/35/35/35/35/35/35/35/35/35/	CONTRACTOR AND	: · · · · · · · · · · · · · · · · · · ·	

# **Subcontractor Personnel Detail**

Subcontrator Name

Position Title	Staff Member's First and	Last Name	If vacant, what is the estimated hire date?	
Project Director/Principal Investigator	Dennis Fisher, Ph.D.	Dennis Fisher, Ph.D.		
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
Responsible for setting overall policies and directing all administrative aspects of this intervention. He will provide the overall direction for the project. He will ensure that a		\$118,012	6%	\$7,081
timetable for the evaluation of the study subjects adhered to. He will be responsible for arranging	and for the analysis of the data is	Hourly Salary	Estimated hours performing these duties	Salary pald by this contract
for all instruments used in the study. Dr. Fisher habuse since 1971.	as been working in the field of drug			\$0
abase since 1071.				Benefits
				\$2,478

Position Title	Staff Member's First and	Exercise Programme State Company	If vacant, what is the estimated hire date?	
Evaluation Manager	Grace Reynolds, D.P.A.			
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
Directs the evaluation on this project. Her rethis project and to ensure that all required re		\$57,967	25%	\$14,492
She will be responsible for the coordination staff and for following quality control proced	and organization of the data collection	Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
				<b>\$</b> 0
				Benefits
				\$5,072

Need more copies?	-		el Expenses (this page)	
				Benefits \$2,369
		THE COURT HAS IN THE PROPERTY OF THE STATE O		\$0
		Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
Is responsible for day to day activities, including oversight o file review of counseling session notes.	f counseling session and	\$63,180	25%	\$15,795
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
Program Manager	Lee Kochems			
Position Title	Staff Member's First and		If vacant, what is the estimated hire date?	

Education and Prevention

07-65057 Long Beach

#### **Subcontractor Personnel Detail**

Subcontrator Name

PositionTitle	Staff Member's First and	TO BE THE RESERVE OF THE PROPERTY OF THE PROPE	If vacant, what is the estimated hire date?	
Clerical Support	Michael Ware			
Describe Duties	Annual Sa		Percentage of time performing these duties	Salary paid by this contract
Conducts clerical duties related to the running of the Foodbank, including light janitorial work needed to keep the Foodbank clean and hygienic and cleaning of the		\$22,735	25%	\$5,684
client restroom and front reception areas.	period and siedrining of the	Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
			A COLUMN TO THE PROPERTY OF TH	\$0
				Benefits

Position Title	Staff Member's First ar	o d Last Name	If vacant, what is the estimated hire date?	
Interviewer/Data Entry/Outreach Worker Describe Duties	Brent Fremming	Annual Salary	Percentage of time	Salary paid by this
Provides risk reduction counseling; conducts LEO data entry; conducts outreach; maintains the Foodbank, including assisting with the delivery of food from the Foodbank of Southern California, and preparation of food bags for clients.		\$20,800	performing these duties	<b>sontract</b> \$10,400
FOODDank of Southern Camornia, and breharation				Salary paid by this
	or rood page to chome.	Hourly Salary	Estimated hours performing these duties	Salary paid by this contract

Position Title	Staff Member's First ar	nd Last Name	If vacant, what is the estimated hire date?	
Interviewer/Data Entry/Outreach Worker	Eìleen Garcia			14.5
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
Provides risk reduction counseling; conducts LEO data entry; conducts outreach; maintains the Foodbank, including assisting with the delivery of food from the		\$20,800	60%	\$12,480
Foodbank of Southern California, and preparation of	food bags for clients.	'Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
				\$0
				Benefits
				\$3,000
Need more copies?		Person	nel Expenses (this page)	\$35,417

# **Subcontractor Personnel Detail**

Subcontrator Name

Position Title	Staff Member's First an	d Last Name	If vacant, what is the estimated hire date?	
Interviewer/Data Entry/Outreach Worker	Ryan Brooks			
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
Provides risk reduction counseling; conducts LEO data entry; conducts outreach; maintains the Foodbank, including assisting with the delivery of food from the Foodbank of Southern California, and preparation of food bags for clients.		\$20,800	30%	\$6,240
		Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
		Later vising of California and Association and California		<b>\$</b> 0
				Benefits
		(444)		\$2,184

Position Title	Staff Member's First and	j Last Name	If vacant, what is the estimated hire date?	
Interviewer/Data Entry/Outreach Worker	Adi Jaffe			
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
Provides risk reduction counseling; conducts LEO data entry; conducts outreach; maintains the Foodbank, including assisting with the delivery of food from the Foodbank of Southern California, and preparation of food bags for clients.		\$20,800	30%	\$6,240
		Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
				\$0
		112.75	MALE WELL	Benefits
		45.75 (F4.75)		\$2,304

Position ⊺itie	Staff Member's First and	I Last Name	if vacant, what is the estimated hire date?	State Control of the State Con
				Alt San San
Describe Duties		Annual Salary	Percentage of time performing these duties	Salary paid by this contract
				\$0
		Hourly Salary	Estimated hours performing these duties	Salary paid by this contract
				\$0
				Benefits
Need more copies?		Personi	nel Expenses (this page)	\$16,968

Contractor: Contract No.:

# BUDGET REVISION Term:

	Original Budget/ Prior Approved	Effective DATE	New Total
A. PERSONNEL	\$	\$	\$
B. OPERATING EXPENSES	\$	\$	\$
C. CAPITAL EXPENDITURES	\$	\$	\$0
D. OTHER COSTS	\$	\$	\$
E. INDIRECT COSTS	\$	\$	\$
TOTAL BUDGET			\$

Requested By:	Signature of Authorized Individual	Date:
Approved By:	Signature of Health Department Program Monitor	Date: