

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

SUBGRANT AGREEMENT

30392

THIS SUBGRANT AGREEMENT (this "Agreement") is made and entered into, in duplicate, as of September 27, 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 BETTER WORLD ADVERTISING, INC., a California corporation ("Organization"), with offices located at 731 Market Street, Suite 220, San Francisco, California 94103, 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 in HIV/STD Social Marketing; 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 Social Marketing Services, 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 \$75,000. The City's obligation to pay Organization is contingent upon the City's receipt of such funds from the State and on satisfactory performance, in the City's sole opinion, of work by Organization under this Agreement.

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

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

14 Section 5.
15 A. Organization shall submit quarterly progress reports in the
16 format shown in Exhibit "C", attached hereto and incorporated by this reference,
17 and a final report, in triplicate, to the City on or before the following dates:

| <u>Fiscal Year 2007-2008</u> | <u>Period Covered</u> | <u>Due</u> |
|------------------------------|-----------------------|------------|
| First Report | 07/01/07-09/30/07 | 10/10/07 |
| Second Report | 10/01/07-12/31/07 | 01/10/08 |
| Third Report | 01/01/08-03/31/08 | 04/10/08 |
| Fourth Report | 04/01/08-06/30/08 | 07/10/08 |
| <u>Fiscal Year 2008-2009</u> | <u>Period Covered</u> | <u>Due</u> |
| First Report | 07/01/08-09/30/08 | 10/10/08 |
| Second Report | 10/01/08-12/31/08 | 01/10/09 |
| Third Report | 01/01/09-03/31/09 | 04/10/09 |
| Fourth Report | 04/01/09-06/30/09 | 07/10/09 |

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| <u>Fiscal Year 2009-2010</u> | <u>Period Covered</u> | <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.

D. All invoices and reports shall be consistent with the Scope of 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

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

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

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

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

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

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

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

12 Section 11. A representative of Organization shall meet periodically with
13 representatives from the City, the Center for Behavioral Research and Services, One in
14 Long Beach, and the Community Hispanic Association to discuss program activities and
15 to insure that AIDS education and prevention programs are being coordinated within the
16 City.

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

20 Section 13.

21 A. Organization's records relating to the performance of this
22 Agreement shall be kept in accordance with generally accepted accounting
23 principles and in the manner prescribed by the City. Organization's records shall
24 be current and complete. The City and its representatives shall have the right to
25 examine, copy, inspect, extract from, and audit financial and other records related,
26 directly or indirectly, to this Agreement during Organization's normal business
27 hours during the term of this Agreement and for a period of three (3) years
28 thereafter. If examination of these financial and other records by the City reveals

1 that Organization has not used these funds for the purposes and on the conditions
2 stated in this Agreement, then Organization covenants, agrees to and shall
3 immediately repay all or that portion of the funds that were improperly used. If
4 Organization is unable to repay all or that portion of the funds, then the City will
5 terminate all activities of Organization under this Agreement and pursue
6 appropriate legal action to collect the funds. Alternatively, to the extent the City
7 has been refusing payment of any invoices pursuant to Section 13C below, the
8 City may continue to withhold such funds equal to the amount of improperly used
9 funds, regardless of whether the funds being withheld by the City were improperly
10 used.

11 B. In addition, Organization shall provide any information that the
12 City Auditor and other City representatives require in order to monitor and evaluate
13 Organization 's performance hereunder. The City reserves the right to review and
14 request copies of all documentation related, directly or indirectly, to the program
15 funded by this Agreement, including by way of example but not limited to, case
16 files, program files, policies and procedures. Organization shall provide all reports,
17 documents or information requested by the City within three (3) days after receipt
18 of a written or oral request from a City representative, unless a longer period of
19 time is otherwise expressly stated by the representative.

20 C. The City reserves the right to withhold payment pending
21 satisfactory completion of an audit, as determined by the City in its sole discretion,
22 or Organization's cure of a breach of this Agreement, as determined by the City in
23 its sole discretion, after being notified of such breach by the City.

24 Section 14.

25 A. In the performance of this Agreement, Organization shall not
26 discriminate against any employee, applicant for employment or service, or
27 subcontractor because of race, color, religion, national origin, sex, sexual
28 orientation, AIDS, HIV Status, condition, age, disability or handicap. Organization

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

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

11 Section 15.

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

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

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

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

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

21 Section 18.

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

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(1) Commercial general liability insurance (equivalent in 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.

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

12 B. Any self-insurance program, self-insured retention, or
13 deductible must be separately approved in writing by the City's Risk Manager or
14 his/her designee and shall protect the City, its Boards and Commission, and their
15 officials, employees and agents in the same manner and to the same extent as
16 they would have been protected had the policy or policies not contained retention
17 or deductible provisions. Each insurance policy shall be endorsed to state that
18 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
19 days prior written notice to the City, and shall be primary and not contributing to
20 any other insurance or self-insurance maintained by the City. Organization shall
21 notify the City in writing within five (5) days after any insurance required herein has
22 been voided by the insurer or cancelled by the insured.

23 C. Organization shall require that all contractors and
24 subcontractors that Organization uses in the performance of services under this
25 Agreement maintain insurance in compliance with this Section unless otherwise
26 agreed in writing by the City's Risk Manager or his/her designee.

27 D. Prior to the start of performance or payment of first invoice,
28 Organization shall deliver to the City certificates of insurance and required

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

11 E. Any modification or waiver of these insurance requirements
12 shall only be made with the approval of the City's Risk Manager or his/her
13 designee. Not more frequently than once a year, the City's Risk Manager or
14 his/her designee may require that Organization, Organization's contractors and
15 subcontractors change the amount, scope or types of coverages if, in his or her
16 sole opinion, the amount, scope, or types of coverages are not adequate.

17 F. The procuring or existence of insurance shall not be
18 construed or deemed as a limitation on liability relating to Organization's
19 performance or as full performance of or compliance with the indemnification
20 provisions of this Agreement.

21 G. Use of funds obtained under this Agreement to purchase the
22 insurance required herein shall result in the immediate termination of this
23 Agreement.

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

1 shown on the return receipt, whichever is earlier. Notice of change of address shall be
2 given in the same manner as stated for other notices.

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

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

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

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

15 Section 24. In the event of any conflict or ambiguity between this
16 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 formalities required by law as of the date first stated above.

BETTER WORLD ADVERTISING, INC., a California corporation

October 18, 2007

By [Signature]
President
LES PAPPAS
(Type or Print Name)

_____, 20__

By _____
Secretary

(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

11/15, 2007

By [Signature]
City Manager

"City"

Approved as to form on _____ 10/30, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

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

**Better World Advertising
HIV Education and Prevention**

Objective 3B: By June 30, 2008, the Health Department, through a subcontract with Better World Advertising (BWA), will reach at least 5,000 MSM with prevention messages through the HIV Stops With Me campaign.

a. Summary: The HIV Stops With Me (HSWM) campaign is a successful prevention for positive program which encourages personal responsibility and disclosure among MSM. Delivery of prevention messages will be made through an interactive website, local spokesmodels, and venue-based posters.

b. Service Provider Collaboration: The HSWM website and venue-based posters will be maintained in collaboration with Better World Advertising (BWA).

c. Type of Intervention: Health Communication/Public Information (HCPI)

d. Risk Population/Target Size: MSM/5,000

e. Key Activities:

e.1. By July 31, 2007, campaign website and venue-based posters will be reviewed and updated.

e.2. By July 31, 2007, local spokesmodels will be contacted and reminded of their roles and responsibilities with the campaign.

e.3. By August 15, 2007 (ongoing), HCPI LEO forms will be entered on a quarterly basis.

f. Process Evaluation:

f.1. HCPI LEO form will be used for all activities.

f.2. HCPI LEO forms will be entered within one week of events.

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

f.3. Quarterly progress reports will be developed by staff to review and analyze LEO data and provide additional narrative on the status of HCPI activities, challenges and successes.

EXHIBIT B

Contract No.

Program Name: HIV EDUCATION AND PREVENTION
Invoice Term:

| | | |
|----|----------------------------|-------------|
| A. | PERSONNEL | \$ - |
| B. | OPERATING EXPENSE | \$ - |
| C. | CAPITAL EXPENSE | \$ - |
| D. | OTHER COSTS | \$ - |
| E. | INDIRECT COSTS | \$ - |
| | TOTAL AMOUNT PAYABLE | <u>\$ -</u> |

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

| | |
|---|----------------|
| _____ Authorized Signature | _____ Date |
| _____ Print Name of Authorized 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 |
| 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 |
| 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

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

EXHIBIT C

- Strategies to Overcome Challenges and Barriers – Describe methods used to overcome each administrative challenge and barrier, including steps and timelines.
 - Successes – Highlight innovative programs, methods, projects, and/or staff accomplishments as it relates to “administration”.
2. Programmatic Issues
- Challenges and Barriers - 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;
 - Strategies to Overcome Challenges and Barriers - Describe methods used to overcome each programmatic challenge and barrier, including steps and timelines.
 - Successes - Highlight innovative programs, methods, projects, and/or staff accomplishments as it relates to “program”.
3. Community Planning
- Challenges and Barriers – 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.
 - Successes – Highlight innovative community planning activities, and/or projects conducted during this reporting period.
4. Major Programmatic Changes and Developments – 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. Technical Assistance Needs – Detail technical assistance needs including administrative, programmatic, community planning, etc.
6. Evaluation Update – Provide implementation status and utilization of ELI (i.e., entering interventions, entering current data, use of reports, etc.). Provide data on local evaluation efforts.

EXHIBIT D

| | | |
|----------------|--------------------------|---------------------|
| FY 2007 - 2008 | Education and Prevention | 07-65057 Long Beach |
|----------------|--------------------------|---------------------|

Subcontractor Five Line Item Budget

Subcontractor Name

Better World Advertising (BWA)

| Budget Categories | Amount Budgeted |
|----------------------|-----------------|
| 1 Personnel Expenses | |
| 2 Operating Expenses | \$25,000 |
| 3 Capital Expenses | \$0 |
| 4 Other Costs | \$0 |
| 5 Indirect Expenses | |
| Total Budget | \$25,000 |

FY 2007 - 2008

Education and Prevention

07-65057 Long Beach

Subcontractor Budget Detail and Justification

Subcontractor Name

Better World Advertising (BWA)

| | |
|--|---|
| Contact Person Les Pappas | Title President |
| Mailing Address (Include street address if using P.O. Box) 731 Market Street Suite 220, San Francisco CA 94103 | Telephone Number (415) 979-9775 |
| E-Mail Address and Website, if applicable lesp@socialmarketing.com | Fax Number (415) 979-9335 |

| Expenses Category | Description | Budgeted Amount (round to dollar) |
|--|---|-----------------------------------|
| Personnel | Total Personnel | \$0 |
| Operating | | |
| | Website fee | \$6,000 |
| | Venue based poster management fee | \$3,500 |
| | venue-based poster reprints and frames | \$3,500 |
| | Campaign management fee | \$12,000 |
| | Includes spokesmodel training, retention and recruitment, and stipends. | |
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| | Total Operating | \$25,000 |
| Capital Expenses | | |
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| | Total Capital | \$0 |
| Other Costs | | |
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| | Total Other Cost | \$0 |
| Indirect 15% of personnel costs | | |
| | | |
| | Total Indirect Cost | \$0 |