



1 under this Agreement.

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

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

15 Section 5.

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

19

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

24

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

29

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

5 B. Each report shall include, but not be limited to, information  
6 regarding progress accomplished on grant objectives, progress on activity  
7 schedules, problems arising during the reporting period and proposed solutions,  
8 issues requiring project coordinator consultation, and data on client services. The  
9 final report shall be cumulative for the entire fiscal year, and shall include a final  
10 project summary and a list of products (such as course outlines, teaching  
11 materials, audio-visual aids, brochures, pamphlets, curriculum guides, slides, and  
12 films) developed in the performance of this Agreement. With the final report,  
13 Organization shall also deliver reproducible copies of all such products.

14 C. Organization shall attend the monthly HIV Planning Group  
15 meetings and provide brief reports on the status of their HIV prevention activities  
16 to the group. Failure to attend two (2) consecutive meetings may result in  
17 termination of this Agreement.

18 D. All invoices and reports shall be consistent with the Scope of  
19 Work and must be typewritten and signed by the authorized signatory who shall  
20 certify reports and invoices are correct. Organization shall reimburse the City for  
21 all expenses not approved under this Agreement.

22 E. Failure to submit timely and accurate quarterly reports and  
23 monthly invoices may result in termination of this Agreement after two (2)  
24 consecutive quarters or months, respectively, of submission of untimely or  
25 inaccurate reports or untimely invoices.

26 Section 6.

27 A. Organization shall adhere to the budget identified in Exhibit  
28 "D" attached to this Agreement and incorporated by this reference. Organization

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

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

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

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

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

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

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

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

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

19 Section 13.

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

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

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

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

23 Section 14.

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

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

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

10 Section 15.

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

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

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

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

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

20 Section 18.

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

28 (1) Commercial general liability insurance (equivalent in



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

12 (2) Workers' Compensation insurance as required by the  
13 California Labor Code.

14 (3) Employer's liability insurance in an amount not less than  
15 One Million Dollars (\$1,000,000) per claim.

16 (4) Professional liability or errors and omissions insurance in  
17 an amount not less than One Million Dollars (\$1,000,000) per claim.

18 (5) Commercial automobile liability insurance (equivalent in  
19 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
20 an amount not less than Five Hundred Thousand Dollars (\$500,000)  
21 combined single limit per accident.

22 (6) Blanket Honesty Bond in an amount equal to at least fifty  
23 percent (50%) of the total amount to be disbursed to Organization  
24 hereunder or Twenty-Five Thousand Dollars (\$25,000), whichever is less, to  
25 safeguard the proper handling of funds by employees, agents or  
26 representatives of Organization who sign as the maker of checks or drafts  
27 or in any manner authorize the disbursement or expenditure of said funds.  
28 If delivering services to minors, seniors, or persons with disabilities,

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

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

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

26 D. Prior to the start of performance or payment of first invoice,  
27 Organization shall deliver to the City certificates of insurance and required  
28 endorsements for approval as to sufficiency and form. The certificate and

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

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

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

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

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

1 given in the same manner as stated for other notices.

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

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

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

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

14           Section 24. In the event of any conflict or ambiguity between this  
15 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.

THE GAY AND LESBIAN CENTER OF LONG BEACH, a California nonprofit corporation, doing business as ONE IN LONG BEACH

By *Dona E. Dodd*  
President  
Dona E. Dodd  
(Type or Print Name)

By *Ismael Rodriguez*  
Secretary  
ISMAEL RODRIGUEZ  
(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

11/15, 2007

By *Jeff West*  
City Manager

"City"

Approved as to form on \_\_\_\_\_ 10/30, 2007.

ROBERT E. SHANNON, City Attorney

By *Yvonne Conway*  
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

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 area.

Objective 4A: By June 30, 2008, the Long Beach Health Department, through a subcontract with The Gay and Lesbian Center of Long Beach (The Center) will provide will provide targeted prevention activities (TPA/outreach) to at least 200 men who have sex with men (MSM), at least 100 women at sexual risk (WSR), at least 60 injection drug users (IDUs), and at least 20 transgendered individuals (TG) in Long Beach. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDUs.

a. Summary: The Gay and Lesbian Center of Long Beach will provide TPA to at least 200 men who have sex with men (MSM), at least 100 women at sexual risk (WSR), at least 60 injection drug users (IDUs), and at least 20 transgendered individuals (TG). TPA will include a brief risk assessment, health education, and provision of educational materials, condoms and lubes. Clients who are unaware of their HIV status will be referred to counseling and testing services at the Health Department, Center for Behavioral Research and Services, and the CARE program. Individuals who are HIV-positive should be referred to care, if they are not in treatment. HIV-negative individuals who have been recently tested for HIV (within the last 6 months) but continue to engage in behaviors that put them at risk for contracting HIV, such as needle sharing or unprotected sex, should be referred to health education/risk reduction services CBRS, Health Department, CARE program or other local agencies. Referrals made to HERR services will be based on brief assessments performed during outreach. At least 17% of all outreach contacts must be African Africans; at least 20% of all outreach contacts must be Latinos; and at least two percent of all outreach contacts must be Asian/Pacific Islanders.

b. Service Provider Collaboration: Program staff will meet with the Health Department, CBRS, CARE and attend the HIV Planning Group meetings to promote outreach services and determine an efficient referral process for counseling, testing, and health education/risk reduction activities.

c. Type of Intervention: Targeted prevention activities (TPA)

d. Risk Population/Target Size: MSM/ 200  
WSR/ 100  
IDUs/ 60  
TG/ 20

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

e. Key Activities:

- e.1. By July 31, 2007 identify and list outreach sites for target groups.
- e.2. By July 31, 2007 (ongoing), develop monthly outreach calendar.
- e.3. By July 31, 2007, develop a linked referral form.
- e.4. By July 31, 2007, purchase health education materials, condoms, dental dams, and lubes. A distribution log will be developed and used to track health education materials, condoms, and dental dams.
- e.5. Beginning August 1, 2007, begin outreach activities at venues where the target groups congregate (ongoing).
- e.6. Beginning August 15, 2007, use LEO outreach form to document outreach contacts.
- e.7. By June 30, 2008, at least 17% of outreach contacts must be African Americans (65/380).
- e.8. By June 30, 2008, at least 20% of outreach contacts must be Latinos (76/380).
- e.9. By June 30, 2008, at least two percent of outreach contacts clients must be Asians/Pacific Islanders (8/380).

f. Process Evaluation:

- f.1. TPA LEO form will be used for all outreach contacts.
- f.2. TPA LEO forms will be entered within one week of outreach contact.
- f.3. Linked referral forms will be used to document and track referrals made to counseling and testing and health education/risk reduction activities.

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

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 4B: By June 30, 2008, the Long Beach Health Department, through a subcontract with the Gay and Lesbian Center of Long Beach (The Center) will provide a minimum of three risk reduction counseling sessions to at least 20 MSM, at least five WSR, at least five IDUs, and at least three TGs. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDUs.

a. Summary: A minimum of three risk reduction counseling sessions will be provided to each client. Clients must complete an in-depth risk assessment and develop a behavior change plan (must be done in collaboration with the counselor) with specific objectives and a timeline for achieving a particular behavior change.

b. Service Provider Collaboration: Program staff will meet with the Health Department, CBRS, CARE and attend the HIV Planning Group meetings to promote risk reduction services and determine an efficient referral process for services that would contribute to the client's success in achieving their behavior change plan.

c. Type of Intervention: Individual level intervention (ILI)

d. Risk Population/Target Size: MSM/at least 20  
WSR/at least 5  
IDUs/at least 5  
TGs/at least 3

e. Key Activities:

e.1. July 31, 2007, develop a risk assessment tool.

e.2. By July 31, 2007, a risk reduction counseling program protocol, along with all program forms, (such as, but not limited to risk assessment forms, client-centered behavior change plan template, referral forms, case notes) will be completed and submitted to the Health Department for approval. The protocol should contain procedures related to the goal and purpose of the risk reduction counseling service, referrals, client recruitment, standards of practice and procedures for counseling sessions, confidentiality, staff qualifications and supervision, quality management and other policies and procedures integral to the successful execution of



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

the program. The protocol will include procedures for the psychosocial counseling identification of clients with a history of substance abuse, sexually transmitted diseases, and other co-morbidities.

e.3. By July 31, 2007, develop a linked referral form.

e.4. By August 15, 2007 (ongoing), clients will be enrolled into risk reduction counseling services.

e.5. By August 31, 2007(ongoing), data will be entered in 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.

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.

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 .....	\$ -

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
<b>FISCAL YEAR 2007-2008</b>		
	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
<b>FISCAL YEAR 2008-2009</b>		
	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
<b>FISCAL YEAR 2009-2010</b>		
	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.

- 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

Gay and Lesbian Center of Long Beach (The Center)

Budget Categories	Amount Budgeted
1 Personnel Expenses	\$41,875
2 Operating Expenses	\$10,164
3 Capital Expenses	\$0
4 Other Costs	\$0
5 Indirect Expenses	\$6,281
<b>Total Budget</b>	<b>\$58,320</b>

FY 2007 - 2008

Education and Prevention

07-65057 Long Beach

## Subcontractor Budget Detail and Justification

Subcontractor Name

Gay and Lesbian Center of Long Beach (The Center)

<b>Contact Person</b>	<b>Title</b>
Kim Woods	Executive Director
<b>Mailing Address (Include street address if using P.O. Box)</b>	<b>Telephone Number</b>
2017 E. 4th Street, Long Beach, CA 90814	(562) 434-4455
<b>E-Mail Address and Website, if applicable</b>	<b>Fax Number</b>
raeadair@yahoo.com	(562) 433-6428

Expenses Category	Description	Budgeted Amount (round to dollar)
<b>Personnel</b>	<b>Total Personnel</b>	<b>\$41,875</b>
<b>Operating</b>		
	Rent/Lease	\$3,500
	Office supplies	\$590
	Business cards	\$500
	Webpage (specific page and blog for internet-based outreach)	\$800
	Postage	\$840
	Telephone and internet	\$1,100
	Printing and duplication	\$200
	Mileage	\$134
	Exhibitor fees for outreach activities	\$500
	Staff training	\$2,000
	<b>Total Operating:</b>	<b>\$10,164</b>
<b>Capital Expenses</b>		
	<b>Total Capital:</b>	<b>\$0</b>
<b>Other Costs</b>		
	<b>Total Other Cost:</b>	<b>\$0</b>
<b>Indirect 15% of personnel costs</b>		<b>\$6,281</b>
	<b>Total Indirect Cost:</b>	<b>\$6,281</b>

**Subcontractor Personnel Detail**

Subcontractor Name

Gay and Lesbian Center of Long Beach (The Center)

Position Title	Staff Member's First and Last Name	If vacant, what is the estimated hire date?		
Community Health Coordinator	Jose Guzman			
Describe Duties	Annual Salary	Percentage of time performing these duties	Salary paid by this contract	
	\$28,000	100%	\$28,000	
	Hourly Salary	Estimated hours performing these duties	Salary paid by this contract	
			\$0	
			Benefits	
			\$7,000	

Position Title	Staff Member's First and Last Name	If vacant, what is the estimated hire date?		
Director of Programs	Louise Tallen			
Describe Duties	Annual Salary	Percentage of time performing these duties	Salary paid by this contract	
	\$55,000	10%	\$5,500	
	Hourly Salary	Estimated hours performing these duties	Salary paid by this contract	
			\$0	
			Benefits	
			\$1,375	

Position Title	Staff Member's First and Last Name	If vacant, what is the estimated hire date?		
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	

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Personnel Expenses (this page)

\$41,875

EXHIBIT D1

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Individual

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Health Department Program Monitor