STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (DHS Rev 7/06)

31227

REGISTRATION NUMBER	AGREEMENT NUMBER
4265110726 7137	07-65057

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDHS, DHS, or the State)
California Department of Health Services

CONTRACTOR'S NAME (Also referred to as Contractor)
City of Long Beach

2. The term of this Agreement is: July 1, 2007 through June 30, 2010

3. The maximum amount of this Agreement is: $ 5,599,053
Five Million, Five Hundred Ninety-Nine Thousand, Fifty-Three Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Invoice Format	1 page
Exhibit B, Attachment II – Advance Payment Provisions	1 page
Exhibit C * – General Terms and Conditions	GTC 307
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Memorandum of Understanding (MOU) Sample	3 pages
Exhibit I – Contractor Equipment Purchased with CDHS Funds	2 pages
Exhibit J – Inventory/Disposition of CDHS-Funded Equipment	2 pages
Exhibit K – CDHS/OA Contractors Guidelines – Mobile Devices	2 pages

APPROVED AS TO FORM
9/18, 2007
ROBERT E. SHANNON, City Attorney
By Dawn A Conway
DEPUTY CITY ATTORNEY

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
City of Long Beach

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 9/20/07

PRINTED NAME AND TITLE OF PERSON SIGNING
Patrick H. West, City Manager

ADDRESS
c/o Nettie DeAugustine, Prevention Health Bureau Manager, City of Long Beach
2525 Grand Avenue, Long Beach, CA 90815

STATE OF CALIFORNIA

AGENCY NAME
California Department of Health Services

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 11/5/07

PRINTED NAME AND TITLE OF PERSON SIGNING
Allan Chinn, Chief, Contracts and Purchasing Services Section

ADDRESS
1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413
Sacramento, CA 95899-7413

California Department of General Services Use Only

[X] Exempt per:
OOA transaction is PCC exempt per applicable Budget Act.

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Services (CDHS) the services described herein and detailed in each incorporated Memorandum of Understanding (MOU).

The Contractor will provide direct services for HIV prevention, HIV counseling and testing, HIVAIDS surveillance and HIV/AIDS early intervention to individuals at risk for transmission of HIV or living with HIV.

2. Service Location

The services shall be performed at applicable sites in the City of Long Beach.

3. Service Hours

The services shall be provided during normal County working hours and days.

4. Project Representatives

A. The project representatives during the term of this agreement are identified in each incorporated MOU.

B. Direct all administrative inquiries to:

California Department of Health Services	**Contractor**
Office of AIDS Contracts and Grants Unit Attention: Andrew Young Mail Station Code 7700 1616 Capitol Avenue, Suite 616 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5931 Fax: (916) 449-5909 E-mail: Ayoung3@dhs.ca.gov	City of Long Beach Attention: Nettie DeAugustine Prevention Health Bureau Manager 2525 Grand Avenue Long Beach, CA 90815 Telephone: (562) 570-4340 Fax: (562) 570-4374 E-mail: nettie_deagustine@longbeach.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

5. Services to be Performed

Contractor shall perform the following services related to the following projects:

A. Project: HIV Prevention MOU Number: PREV 07-59/1

1) HIV Education and Prevention Program work with local health jurisdictions to: develop and implement focused HIV education and prevention interventions to reduce the transmission of HIV; change individual knowledge and attitudes about HIV and risk behaviors; promote the development of risk-reduction skills; and change community norms related to unsafe sexual and drug-taking behaviors.

2) Neighborhood Interventions Geared to High-Risk Testing (NIGHT) program's goal is to reach high-risk individuals in order to assess their risk for HIV and if appropriate, refer them to HIV testing, provide them with educational materials/condoms and referrals to other social support and/or medical services. This is accomplished by outreach in venues where client's live or frequent, i.e., bars, parks, feeding programs, etc. The identified high risk populations served are substance users, sex workers, men who have sex with men, presumptive Medi-Cal eligible women and their partners.

B. Project: HIV Counseling and Testing MOU Number: HIV 07-59/2

1) HIV counseling and testing services to individuals with perceived risk for HIV. Both anonymous and confidential HIV counseling and testing services provide assessment of client needs regarding HIV transmission, personal risk behaviors, client-centered prevention counseling or educational materials and, risk-reduction planning, and referral to other services (including medical referrals and partner counseling and referral services (PCRS) for clients with a confirmed HIV positive test result).

2) HCV (Hepatitis C virus) testing services will be offered to IDUs (injection drug users) in an effort to increase HIV testing within this population. The primary goal of providing HCV testing services is to increase the number of IDUs who receive HIV counseling and testing services by offering HCV screening in coordination with HIV counseling and testing. The secondary goals of providing HCV services are to integrate HCV testing into HIV counseling and testing; and, to increase the number of IDUs who know their HCV status, receive appropriate HCV prevention, and are provided linkages to care and treatment services.

C. Project: HIV/AIDS Surveillance MOU Number: SP 07-59/3

HIV/AIDS surveillance provides precise and timely information necessary to identify ongoing patterns of infection and to measure the burden of disease. Analysis of HIV/AIDS surveillance data provides the information needed to describe and monitor health trends, allocate resources, and to facilitate research. HIV/AIDS surveillance data are routinely used for surveillance reports, HIV epidemiologic profiles, and HIV prevention grant applications. Essential to core HIV/AIDS surveillance is to establish and enhance surveillance activities in both health and social service settings throughout California.

Exhibit A
Scope of Work

D. Project: Early Intervention MOU Number: EIP 07-59/4

Prolong the health and productivity of HIV-infected persons and interrupt the transmission of HIV through a coordinated, interdisciplinary approach to regular assessments and ongoing services in the following areas: medical, transmission risk reduction, psychosocial, health and treatment education, and case management. Early intervention services may also include related, specialized services at selected sites via Positive Changes, Bridge Project, or Learning Immune Function Enhancement (LIFE).

6. Allowable Informal MOU Scope of Work Changes

A. Changes and revisions to each MOU Scope of Work, utilizing the **"allowable cost payment system"**, may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to an MOU Scope of Work may result in an audit finding.

B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to an MOU Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.

C. The State may also request changes and revisions to an MOU Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

Memorandum of Understanding (MOU)

CONTRACTOR: City of Long Beach
PROGRAM: HIV Prevention Program

CONTRACT NUMBER: 07-65057
MOU NUMBER: PREV 07-59/1

1. MOU TERM

The term of this MOU shall be from July 1, 2007 through June 30, 2010.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $749,656 for the budget period of July 1, 2007 to June 30, 2008.
B. $749,656 for the budget period of July 1, 2008 to June 30, 2009.
C. $749,656 for the budget period of July 1, 2009 to June 30, 2010.
D. $2,248,968 for the entire MOU term.

3. MOU EXHIBITS

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

A. Exhibit A, entitled "Scope of Work," Year 1 consisting of 20 pages.
B. Exhibit A, entitled "Scope of Work," Year 2 consisting of 20 pages.
C. Exhibit A, entitled "Scope of Work," Year 3 consisting of 20 pages.
D. Exhibit B, entitled "Budget," Year 1 consisting of one page.
E. Exhibit B, entitled "Budget," Year 2 consisting of one page.
F. Exhibit B, entitled "Budget," Year 3 consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, govern this MOU. The STATE hereby certifies that the above referenced agreement and this MOU are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

Signature

Barbara Bailey, Acting Division Chief
Office of AIDS

for

10/11/07
Date

CITY OF LONG BEACH:

Signature

Patrick H. West, City Manager
Printed/Typed Name and Title

9/30/07
Date

APPROVED AS TO FORM

9/18, 2007
ROBERT E. SHANNON, City Attorney

By Lawa Conway
DEPUTY CITY ATTORNEY

5. PROGRESS REPORT SCHEDULE AND OTHER REQUIREMENTS

A. The CONTRACTOR shall complete and submit each progress and final report by the due dates specified below. The content of these reports will include, but not be limited to: progress accomplished on MOU objectives; progress on MOU activity schedules; major problems encountered and proposed resolutions to those problems; issues requiring contract monitor consultation; and data on client services. A final report shall be cumulative. Progress Report due dates are as follows unless Contractor obtains prior written approval from the State for an alternate submission date:

MOU PROGRESS REPORT	PERIOD	DUE DATE
YEAR 1		
FIRST	07/01/2007-12/31/2007	**02/15/2008**
SECOND	01/01/2008-06/30/2008	**08/15/2008**
YEAR 2		
FIRST	07/01/2008-12/31/2008	**02/15/2009**
SECOND	01/01/2009-06/30/2009	**08/15/2009**
YEAR 3		
FIRST	07/01/2009-12/31/2009	**02/15/2010**
SECOND	01/01/2010-06/30/2010	**08/15/2010**

B. Progress reports shall be submitted in accordance with the prescribed format provided by the STATE and any revisions thereto. If the CONTRACTOR does not submit acceptable progress reports in a timely manner, their invoices may be withheld from payment until acceptable reports are received. If a final report is submitted more than ninety days after expiration of the agreement term, the final invoice may not be honored unless the CONTRACTOR has obtained prior written approval from the STATE.

6. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Health Services	**City of Long Beach**
Jim Castro, Contract Monitor HIV Community Prevention Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5793 Fax: (916) 449-5800 E-Mail: jcastro@dhs.ca.gov	Cheryl Barrit Prevention Services Officer 3820 Cherry Avenue Long Beach, CA 90807 Telephone: (562) 570-7920 Fax: (562) 570-8123 E-Mail: Cheryl_barrit@longbeach.gov

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

Section 1: HIV Education and Prevention (E&P)

Goal 1: Through a comprehensive HIV education and prevention program, high-risk youth in Long Beach will reduce their personal risk of HIV infection.

Objective 1A: By June 30, 2008, the Long Beach Health Department will provide targeted prevention activities (TPA) to 500 high-risk youth in Long Beach.

a. Summary: Program staff will provide TPA to high-risk youth to encourage them to learn about their HIV status, participate in a brief risk assessment and refer them to Counseling and Testing and health education/risk-reduction (HERR) services as needed. Program staff will identify high-risk youth by conducting TPA at youth shelters, homeless shelters, agencies that work with youth on probation, gang prevention programs, and popular venues for high-risk youth.

b. Service Provider Collaboration: Program staff will conduct joint outings with the Health Department's Counseling and Testing program to provide onsite HIV testing to high-risk youth. In cases where joint outings are not possible, program staff will provide high-risk youth with a calendar of Mobile Testing dates to encourage them to get tested.

c. Intervention Type: Targeted Prevention

d. Behavior Risk Group/Target Size: High-risk youth/500

e. Key Activities:

e.1. By July 31, 2007, develop brief assessment form and train staff on its administration

e.2. By July 31, 2007, develop linked referral form to track referrals made to CTR and HERR activities.

e.3. By July 31, 2007, (ongoing), develop monthly TPA calendar.

e.4. By August 15, 2007, begin TPA activities.

e.5. By August 31, 2007, (ongoing), begin entering data into Local Evaluation Online (LEO).

f. Process Evaluation

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

f.1. TPA LEO form will be used for each contact.

f.2. TPA LEO forms will be entered within one week of session/contact.

f.3. 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 1B: By June 30, 2008, the Health Department will provide a minimum of three risk-reduction counseling sessions to 20 high-risk youth.

a. Summary: High-risk youth identified through TPA who require additional HIV prevention and education services, as determined through the brief risk assessment, will be referred to risk-reduction counseling sessions. High-risk youth participating in this intervention will receive a minimum of three risk-reduction counseling sessions. A client-centered risk-reduction plan for behavior change will be developed in collaboration between the client and the counselor. A trained peer counselor will provide the risk-reduction counseling sessions.

b. Service Provider Collaboration: Program staff will refer and enroll eligible youth to Family Planning, Access, Care and Treatment (PACT) and other medical services provided at the Health Department. In addition, referrals will be made to mental health, substance abuse and job training agencies whenever appropriate.

c. Intervention Type: Individual Level Intervention (ILI)

d. Behavior Risk Group/Target Size: High-risk youth/20

e. Key Activities:

e.1. By July 31, 2007, a risk-reduction counseling protocol will be completed.

e.2. By July 31, 2007, a client-centered risk-reduction plan template will be completed.

e.3. By August 15, 2007, a list of referral agencies (such as mental health, substance use, job training, and Family PACT will be updated.

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

e.4. By August 31, 2007, all training requirements for risk-reduction counseling staff will be completed and logged in the staff training database.

e.5. By September 1, 2007, begin risk-reduction counseling to target group.

e.6. By September 30, 2007, (ongoing), begin ILI data entry into LEO.

f. Process Evaluation:

f.1. ILI LEO form will be used for each ILI contact.

f.2. ILI LEO forms will be entered within one week of session/contact.

f.3. 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 1C: By June 30, 2008, 100 high-risk youth will complete a minimum of three group level workshop series.

a. Summary: Group Level Intervention (GLI) curriculum will be based on a DEBI intervention, Street Smart. Street Smart is an intensive HIV/AIDS and STD prevention program for youth whose behaviors place them at risk of becoming infected. The Street Smart program is designed for runaway and homeless youth, yet it can be easily adopted for youth in other settings. The Street Smart program consists of eight two-hour group sessions; one individual session; and a group visit to a community health resource. While it is preferable that teens attend every session, the program is designed so that each session stands on its own. Youth who complete a minimum of three of the eight workshops will receive a $10 gift certificate to Target. Youth completing all eight workshops will receive a $20 gift certificate to Target.

b. Service Provider Collaboration: Since Street Smart was specifically designed for homeless and runaway youth, the Health Department will work with the Multi-Service Center for the Homeless to recruit youth into the group workshops. Program staff will also deliver Street Smart group sessions to youth at Casa Youth Shelter, a provider of temporary shelter and counseling services to runaways and youth in crisis. Program staff will also collaborate with continuation schools and agencies providing services to youth in probation to deliver Street Smart at their sites.

c. Intervention Type: Group Level Intervention (GLI)

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

d. Behavior Risk Group/Target Size: High-risk youth/100

e. Key Activities:

e.1. By July 31, 2007, program staff will be trained in Street Smart curriculum.

e.2. By July 31, 2007, (ongoing), collaborating agencies will be contacted and a calendar of workshop sessions will be developed.

e.3. By August 31, 2007, all training requirements for GLI staff will be completed and logged in the staff training database.

e.4. By September 1, 2007, begin Street Smart group sessions in agencies that serve high-risk youth.

e.5. 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 group level workshops.

f.2. GLI LEO forms will be entered within one week of session/contact.

f.3. 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 1D: By June 30, 2008, the Health Department will provide HIV prevention and education to 200 high-risk youth through health fairs and single-session workshops.

a. Summary: Program staff will deliver single session workshops on HIV prevention through the Mobile Health Resource Center and at two health fairs, namely, National Condom Day and World AIDS Day. Incentives such as gift certificates and promotional items (i.e., pencils, notebooks) will be used to attract participation in workshops and health fairs.

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

b. Service Provider Collaboration: Program staff will collaborate with the Health Department's Counseling and Testing program to promote testing at health fairs and single session workshops. Program staff will also promote ILI and GLIs to individuals participating in health fairs and single-session workshops. Staff will also collaborate with youth-serving organizations such as Centro CHA, Youth Commission and after-school programs to promote health fairs and single-session workshops.

c. Intervention Type: Health Communication/Public Information (HC/PI)

d. Behavior Risk Group/Target Size: High-risk youth/2 health fairs/ 50 single session workshops

e. Key Activities:

e.1. By July 31, 2007, HIV 101 single session curriculum will be reviewed and updated.

e.2. By July 31, 2007, (ongoing), contact collaborating agencies and develop a monthly calendar of workshop sessions.

e.3. By August 31, 2007, all training requirement for HC/PI will be completed and logged in the staff training database.

e.4. By September 1, 2007, begin single-session workshops in agencies that serve high-risk youth using the Mobile Health Resource Center.

e.5. By September 30, 2007, begin planning health fair for World AIDS Day.

e.6. By September 30, 2007, (ongoing), begin HC/PI data entry into LEO.

e.7. By December 15, 2007, begin planning health fair for National Condom Day.

f. Process Evaluation:

f.1. HC/PI LEO form will be used for all single-session workshops and health fairs.

f.2. HC/PI LEO forms will be entered within one week of session/health fair.

Exhibit A
Scope of Work-Year 1
July 1, 2007 to 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 HC/PI activities, challenges and successes.

Objective 2: By June 30, 2008, the Health Department, through a subcontract with the Centro Community Hispanic Association (Centro CHA), will target 40 high-risk Latina youth in Long Beach. Ninety-five percent of the contacts will be referred to Counseling, Testing and Referral (CTR) services or health education/risk-reduction activities.

a. Summary: Centro CHA will provide targeted prevention to at least 40 high-risk Latinas. High-risk targeted prevention will focus on Latina youth with a history of delinquency, truancy, and substance abuse. Activities will include a brief risk assessment, health education, and provision of educational materials, condoms and lubes. Clients will be referred to counseling and testing and health education/risk-reduction services available through the Health Department and other local agencies in Long Beach.

b. Service Provider Collaboration: Centro CHA will collaborate with the Health Department's Counseling and Testing program to encourage high-risk Latina youth to learn their HIV status. In addition, Centro CHA will also refer eligible youth to Family PACT, STD screening services, and ILI and GLI activities targeted for high-risk youth at the Health Department.

c. Type of Intervention: Targeted Prevention

d. Behavior Risk Group/Target Size: High-risk Latina youth/40

e. Key Activities:

e.1. By July 31, 2007, identify and list sites for target groups.

e.2. By July 31, 2007, develop monthly TPA 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.

e.5. Beginning August 15, 2007, begin TPA activities at venues where the target groups congregate.

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

e.6. Beginning August 30, 2007, use LEO TPA form to document contacts.

e.7. By September 30, 2007, (ongoing), begin TPA data entry into LEO.

f. Process Evaluation:

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

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

f.3. Linked referral forms will be used to document and track referrals made to CTR and HERR activities.

f.3. 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.

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 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 users 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 (IDU) 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 targeted prevention 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.

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

c. Type of Intervention: Individual Level Intervention

d. Behavior Risk Groups/Target Size: MSM/300
IDU/100
WSR/100

e. Key Activities:

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

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 (IDU) 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

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

and social service resources, and will encourage participation in Partner Counseling Referral Services (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.

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

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.

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

Objective 2C: By June 30, 2008, the Health Department, through a subcontract with the CBRS, will provide targeted prevention activities to 30 MSM and 25 heterosexual users, including women at sexual risk (WSR) of methamphetamine in Long Beach.

a. Summary: Studies have demonstrated the prevalent use of methamphetamine among MSM and heterosexual populations. CBRS will collaborate with the Substance Abuse Foundation (SAF) in linking MSM and heterosexual meth users to drug treatment. MSM and heterosexual drug users will be screened for methamphetamine dependence and craving through targeted prevention. 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

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 MSM and heterosexuals.

e.2. By July 31, 2007, develop a list of targeted prevention sites and an calendar.

e.3. By August 15, 2007, begin targeted prevention activities.

e.4. By August 31, 2007, complete field risk assessments and LEO TPA forms to document targeted prevention 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:

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

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

f.2. TPA LEO forms will be entered within one week of 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 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 targeted prevention 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

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.
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

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

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 CBRS, will refer at least ten 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 three 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

d. Behavior Risk Groups/Target Size: MSM/5
IDU/3
WSR/2

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.

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

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.

Objective 3A: By June 30, 2008, the Long Beach Health Department, through a subcontract with the St. Mary Comprehensive AIDS Research and Education (CARE) Program will provide a minimum of three risk-reduction counseling sessions to at least 50 HIV-positive MSM, 30 high-risk negative MSM, and ten WSR through the CARE Link Program.

a. Summary: HIV-positive individuals have been identified as one of the priority risk groups in the Long Beach Comprehensive HIV Prevention Plan. Counseling sessions will include a sexual and chemical risk assessment, creation of a client-centered behavioral risk-reduction plan and a follow-up session to assess progress in behavior change. Gift certificates will be used as incentives to encourage clients to complete a minimum of three risk-reduction counseling sessions.

b. Service Provider Collaboration. Program staff will meet with HIV doctors and case managers at the CARE program and local service providers to promote risk-reduction counseling services.

c. Type of Intervention: Individual level intervention

d. Risk Population/Target Size: HIV-positive MSM/50
High-risk negative MSM/30
WSR/10

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

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

e.2. By July 31, 2007, a CARE Link program protocol, along with all program forms, (such as risk assessment forms and pre- and post-tests) will be completed and submitted to the Health Department for approval. The protocol should contain procedures related to the goal and purpose and goals, referrals, patient 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 the program. The protocol will include procedures for the psychosocial counseling identification of clients with a history of crystal methamphetamine use.

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

e.4. By August 15, 2007, the CARE Link program will be promoted to the community through flyers, presentations, targeted prevention and word of mouth.

e.5. By August 31, 2007, (ongoing), information 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.

Objective 3B: By June 30, 2009, 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 HWSM website and venue-based posters will be maintained in collaboration with Better World Advertising (BWA).

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

c. Type of Intervention: Health Communication/Public Information

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

e. Key Activities:

e.1. By July 31, 2008, campaign website and venue-based posters will be reviewed and updated.

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

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

f. Process Evaluation:

f.1. HC/PI LEO form will be used for all activities.

f.2. HC/PI LEO forms will be entered within one week of events.

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

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 targeted prevention activities to at least 200 MSM, 100 WSR, 60 IDU, and 20 transgendered individuals (TG) in Long Beach. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDU.

a. Summary: The Gay and Lesbian Center of Long Beach will provide TPA to 200 MSM, 100 WSR, 60 IDU, and 20 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,

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

risk-reduction services at CBRS, Health Department, CARE program or other local agencies. Referrals made to HERR services will be based on brief assessments performed during TPA. At least 17 percent of all contacts must be African-Africans; 20 percent of TPA must be Latinos; and at least two percent of all TPA 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 TPA services and determine an efficient referral process for counseling, testing, and health education, risk-reduction activities.

c. Type of Intervention: Targeted Prevention

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

e. Key Activities:

e.1. By July 31, 2007, identify and list TPA sites for target groups.

e.2. By July 31, 2007, (ongoing), develop monthly TPA 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 TPA activities at venues where the target groups congregate (ongoing).

e.6. Beginning August 15, 2007, use LEO TPA form to document contacts.

e.7. By June 30, 2008, at least 17percent of TPA contacts must be African-Americans (65/380).

e.8. By June 30, 2008, at least 20 percent of TPA contacts must be Latinos (76/380).

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

e.9. By June 30, 2008, at least two percent of TPA contacts must be Asian-Pacific Islander (8/380).

f. Process Evaluation:

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

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

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 IDU, and at least three TG. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDU.

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

d. Risk Population/Target Size: MSM/20
WSR/5
IDU/5
TG/3

e. Key Activities:

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

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

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

NEIGHBORHOOD INTERVENTION GEARED TOWARD HIGH-RISK TESTING (NIGHT) PROGRAM

Goal 1: To provide targeted prevention activities and testing services to priority high-risk populations by using the Health Department's Mobile Testing unit known at the "Beach Mobile".

Objective 1A: By June 30, 2008, increase the awareness of the consequences of HIV, risk-reduction methods, and the availability of mobile clinic services by providing targeted prevention activities and Rapid HIV testing to at least 1,000 persons who are at high risk for acquiring HIV. Special emphasis will be focused on: men-who-have-sex-with men (200), substance users (150), injection users (150), women-at-sexual risk (300), and high-risk youth (200). MSM will include men who do not identify as gay men, but engage in sexual contact with other men.

a. Summary: The Beach Mobile is designed to provide state-of-the art mobile testing services. The Beach Mobile offers Rapid Testing to clients. The Health Department's targeted prevention activities workers will provide targeted prevention activities using well-established relationships with social service agencies, geographical mapping, and neighborhood collaborative efforts. Targeted prevention activities workers will refer clients to the Beach Mobile for HIV testing services as well as STD screening services. The Beach Mobile staff will provide incentives in the form of food vouchers, movie tickets, and cash to high-risk populations who receive HIV testing services. Targeted prevention activities sites will be determined by using geographic mapping system (GIS) and local epidemiological data. Special focus will be placed in zip code 90802 since the Mobile Clinic has identified large numbers of HIV-positive individuals in this area. In addition, HIV testing services will also be made available at the Preventive Health Clinic. The Clinic will provide STD screening, early intervention services, and diagnosis and treatment, family planning services, and referrals to other services such as housing and alcohol rehabilitation services.

b. Service Provider Collaboration: The Mobile Clinic will conduct joint testing dates with the Health Department's HIV Education and Prevention staff in order to link high-risk individuals to health education/risk-reduction activities.

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

d. Behavior Risk Groups/Target Size:
Men-who-have-sex-with men/200 (MSM will include men who do not identify as gay men, but engage in sexual contact with other men)

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

Substance users/100
Injection and non-injection users/300
Women-at-sexual risk/300
High-risk youth/200

e. Key Activities:

e.1. By July 1, 2007 (ongoing), develop monthly targeted prevention activities calendars for the Beach Mobile (ongoing, monthly basis).

e.2. By July 31, 2007, conduct HIV targeted prevention activities and testing (ongoing).

e.3. By August 15, 2007, complete intervention set-up page on LEO.

e.4. By August 31, 2007, purchase incentives and track distribution of incentives by using a log (ongoing).

e.5. By August 31, 2007, enter data in LEO (ongoing).

e.6. By August 31, 2007, distribute condoms, referral information, and role model stories to clients.

e.7. By June 30, 2008, meet target numbers for targeted prevention activities and testing.

f. Process Evaluation:

f.1. TPA LEO form will be used for all TPA sessions.

f.2. TPA LEO forms will be entered within one week of TPA 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 TPA activities, challenges and successes.

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

Section 1: HIV Education and Prevention (E&P)

Goal 1: Through a comprehensive HIV education and prevention program, high-risk youth in Long Beach will reduce their personal risk of HIV infection.

Objective 1A: By June 30, 2009, the Long Beach Health Department will provide targeted prevention activities (TPA) to 500 high-risk youth in Long Beach.

a. Summary: Program staff will provide TPA to high-risk youth to encourage them to learn about their HIV status, participate in a brief risk assessment and refer them to Counseling and Testing and health education/risk-reduction (HERR) services as needed. Program staff will identify high-risk youth by conducting TPA at youth shelters, homeless shelters, agencies that work with youth on probation, gang prevention programs, and popular venues for high-risk youth.

b. Service Provider Collaboration: Program staff will conduct joint outings with the Health Department's Counseling and Testing program to provide onsite HIV testing to high-risk youth. In cases where joint outings are not possible, program staff will provide high-risk youth with a calendar of Mobile Testing dates to encourage them to get tested.

c. Intervention Type: Targeted Prevention

d. Behavior Risk Group/Target Size: High-risk youth/500

e. Key Activities:

e.1. By July 31, 2008, develop brief assessment form and train staff on its administration

e.2. By July 31, 2008 develop linked referral form to track referrals made to CTR and HERR activities.

e.3. By July 31, 2008, (ongoing), develop monthly TPA calendar.

e.4. By August 15, 2008, begin TPA activities.

e.5. By August 31, 2008, (ongoing), begin entering data into Local Evaluation Online (LEO).

f. Process Evaluation

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

f.1. TPA LEO form will be used for each contact.

f.2. TPA LEO forms will be entered within one week of session/contact.

f.3. 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 1B: By June 30, 2009, the Health Department will provide a minimum of three risk-reduction counseling sessions to 20 high-risk youth.

a. Summary: High-risk youth identified through TPA who require additional HIV prevention and education services, as determined through the brief risk assessment, will be referred to risk-reduction counseling sessions. High-risk youth participating in this intervention will receive a minimum of three risk-reduction counseling sessions. A client-centered risk-reduction plan for behavior change will be developed in collaboration between the client and the counselor. A trained peer counselor will provide the risk-reduction counseling sessions.

b. Service Provider Collaboration: Program staff will refer and enroll eligible youth to Family Planning, Access, Care and Treatment (PACT) and other medical services provided at the Health Department. In addition, referrals will be made to mental health, substance abuse and job training agencies whenever appropriate.

c. Intervention Type: Individual Level Intervention (ILI)

d. Behavior Risk Group/Target Size: High-risk youth/20

e. Key Activities:

e.1. By July 31, 2008, a risk-reduction counseling protocol will be completed.

e.2. By July 31, 2008, a client-centered risk-reduction plan template will be completed.

e.3. By August 15, 2008, a list of referral agencies (such as mental health, substance use, job training, and Family PACT will be updated.

e.4. By August 31, 2008, all training requirements for risk-reduction counseling staff will be completed and logged in the staff training database.

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

e.5. By September 1, 2008, begin risk-reduction counseling to target group.

e.6. By September 30, 2008, (ongoing), begin ILI data entry into LEO.

f. Process Evaluation:

f.1. ILI LEO form will be used for each ILI contact.

f.2. ILI LEO forms will be entered within one week of session/contact.

f.3. 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 1C: By June 30, 2009, 100 high-risk youth will complete a minimum of three group level workshop series.

a. Summary: Group Level Intervention (GLI) curriculum will be based on a DEBI intervention, Street Smart. Street Smart is an intensive HIV/AIDS and STD prevention program for youth whose behaviors place them at risk of becoming infected. The Street Smart program is designed for runaway and homeless youth, yet it can be easily adopted for youth in other settings. The Street Smart program consists of eight two-hour group sessions; one individual session; and a group visit to a community health resource. While it is preferable that teens attend every session, the program is designed so that each session stands on its own. Youth who complete a minimum of three of the eight workshops will receive a $10 gift certificate to Target. Youth completing all eight workshops will receive a $20 gift certificate to Target.

b. Service Provider Collaboration: Since Street Smart was specifically designed for homeless and runaway youth, the Health Department will work with the Multi-Service Center for the Homeless to recruit youth into the group workshops. Program staff will also deliver Street Smart group sessions to youth at Casa Youth Shelter, a provider of temporary shelter and counseling services to runaways and youth in crisis. Program staff will also collaborate with continuation schools and agencies providing services to youth in probation to deliver Street Smart at their sites.

c. Intervention Type: Group Level Intervention (GLI)

d. Behavior Risk Group/Target Size: High-risk youth/100

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

e. Key Activities:

e.1. By July 31, 2008, program staff will be trained in Street Smart curriculum.

e.2. By July 31, 2008, (ongoing), collaborating agencies will be contacted and a calendar of workshop sessions will be developed.

e.3. By August 31, 2008, all training requirements for GLI staff will be completed and logged in the staff training database.

e.4. By September 1, 2008, begin Street Smart group sessions in agencies that serve high-risk youth.

e.5. By September 30, 2008, (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 group level workshops.

f.2. GLI LEO forms will be entered within one week of session/contact.

f.3. 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 1D: By June 30, 2009, the Health Department will provide HIV prevention and education to 200 high-risk youth through health fairs and single-session workshops.

a. Summary: Program staff will deliver single session workshops on HIV prevention through the Mobile Health Resource Center and at two health fairs, namely, National Condom Day and World AIDS Day. Incentives such as gift certificates and promotional items (i.e., pencils, notebooks) will be used to attract participation in workshops and health fairs.

b. Service Provider Collaboration: Program staff will collaborate with the Health Department's Counseling and Testing program to promote testing at health fairs and single session workshops. Program staff will also promote ILI and GLIs to individuals participating in health fairs and single-session workshops. Staff will

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

also collaborate with youth-serving organizations such as Centro CHA, Youth Commission and after-school programs to promote health fairs and single-session workshops.

c. Intervention Type: Health Communication/Public Information (HC/PI)

d. Behavior Risk Group/Target Size: High-risk youth/2 health fairs/ 50 single session workshops

e. Key Activities:

e.1. By July 31, 2008, HIV 101 single session curriculum will be reviewed and updated.

e.2. By July 31, 2008, (ongoing), contact collaborating agencies and develop a monthly calendar of workshop sessions.

e.3. By August 31, 2008, all training requirement for HC/PI will be completed and logged in the staff training database.

e.4. By September 1, 2008, begin single-session workshops in agencies that serve high-risk youth using the Mobile Health Resource Center.

e.5. By September 30, 2008, begin planning health fair for World AIDS Day.

e.6. By September 30, 2008, (ongoing), begin HC/PI data entry into LEO.

e.7. By December 15, 2008, begin planning health fair for National Condom Day.

f. Process Evaluation:

f.1. HC/PI LEO form will be used for all single-session workshops and health fairs.

f.2. HC/PI LEO forms will be entered within one week of session/health fair.

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

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

Objective 2: By June 30, 2009, the Health Department, through a subcontract with the Centro Community Hispanic Association (Centro CHA), will target 40 high-risk Latina youth in Long Beach. Ninety-five percent of the contacts will be referred to Counseling, Testing and Referral (CTR) services or health education/risk-reduction activities.

a. Summary: Centro CHA will provide targeted prevention to at least 40 high-risk Latinas. High-risk targeted prevention will focus on Latina youth with a history of delinquency, truancy, and substance abuse. Activities will include a brief risk assessment, health education, and provision of educational materials, condoms and lubes. Clients will be referred to counseling and testing and health education/risk-reduction services available through the Health Department and other local agencies in Long Beach.

b. Service Provider Collaboration: Centro CHA will collaborate with the Health Department's Counseling and Testing program to encourage high-risk Latina youth to learn their HIV status. In addition, Centro CHA will also refer eligible youth to Family PACT, STD screening services, and ILI and GLI activities targeted for high-risk youth at the Health Department.

c. Type of Intervention: Targeted Prevention

d. Behavior Risk Group/Target Size: High-risk Latina youth/40

e. Key Activities:

e.1. By July 31, 2008, identify and list sites for target groups.

e.2. By July 31, 2008, develop monthly TPA calendar.

e.3. By July 31, 2008, develop a linked referral form.

e.4. By July 31, 2008, purchase health education materials, condoms, dental dams and lubes.

e.5. Beginning August 15, 2008, begin TPA activities at venues where the target groups congregate.

e.6. Beginning August 30, 2008, use LEO TPA form to document contacts.

e.7. By September 30, 2008, (ongoing), begin TPA data entry into LEO.

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

f. Process Evaluation:

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

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

f.3. Linked referral forms will be used to document and track referrals made to CTR and HERR activities.

f.3. 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.

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 2A: By June 30, 2009, 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 users 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 (IDU) 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 targeted prevention 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

d. Behavior Risk Groups/Target Size: MSM/300
IDU/100
WSR/100

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

e. Key Activities:

e.1. By July 31, 2008, review and update protocols for implementing the Project RESPECT-Negative Brief Counseling intervention.

e.2. By July 31, 2008, develop a linked referral form.

e.3. By August 15, 2008, recruit individuals into the intervention.

e.4. By August 31, 2008, (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, 2009, 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 (IDU) 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 Partner Counseling Referral Services (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 2
July 1, 2008 to June 30, 2009

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

d. Behavior Risk Groups/Target Size: HIV-positive MSM/40
HIV-positive IDU/15

e. Key Activities:

e.1.By July 31, 2008, review and update protocols for implementing the Project RESPECT-Positive Brief Counseling intervention.

e.2. By July 31, 2008, develop a linked referral form.

e.3. By August 15, 2008, (ongoing), recruit individuals into the intervention.

e.4. By August 31, 2008, (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, 2009, the Health Department, through a subcontract with the CBRS, will provide targeted prevention activities to 30 MSM and 25 heterosexual users, including women at sexual risk (WSR) of methamphetamine in Long Beach.

a. Summary: Studies have demonstrated the prevalent use of methamphetamine among MSM and heterosexual populations. CBRS will

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

collaborate with the Substance Abuse Foundation (SAF) in linking MSM and heterosexual meth users to drug treatment. MSM and heterosexual drug users will be screened for methamphetamine dependence and craving through targeted prevention. 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

d. Behavior Risk Groups/Target Size: MSM/30
IDU/20
WSR/5

e. Key Activities:

e.1. By July 31, 2008, identify venues in Long Beach frequented by methamphetamine-using individuals, including MSM and heterosexuals.

e.2. By July 31, 2008, develop a list of targeted prevention sites and an calendar.

e.3. By August 15, 2008, begin targeted prevention activities.

e.4. By August 31, 2008, complete field risk assessments and LEO TPA forms to document targeted prevention contacts.

e.5. By August 31, 2008, (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 contacts.

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

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

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, 2009, the Health Department, through a subcontract with the 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 targeted prevention 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

d. Behavior Risk Group/Target Size: MSM/15
IDU/5
WSR/5

e. Key Activities:

e.1. By July 31, 2008, a linked referral form will be completed.

e.2. By July 31, 2008, a Qualified Service Agreement between CBRS and SAF will be completed.

e.3. By August 15, 2008, (and ongoing), SAF will complete a Group Intervention Attendance form and LEO Group Check Sheet, documenting participation in methamphetamine-specific group counseling activities.

e.4. By September 30, 2008, (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:

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

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, 2009, the Health Department, through a subcontract with CBRS, will refer at least ten 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 three 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

d. Behavior Risk Groups/Target Size: MSM/5
IDU/3
WSR/2

e. Key Activities:

e.1. By July 31, 2008, a linked referral form will be completed.

e.2. By August 15, 2008, (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, 2008, (and ongoing), CBRS will complete the LEO ILI form on participating clients, documenting participation and completion of risk-reduction goals and activities.

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

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.

Objective 3A: By June 30, 2009, the Long Beach Health Department, through a subcontract with the St. Mary Comprehensive AIDS Research and Education (CARE) Program will provide a minimum of three risk-reduction counseling sessions to at least 50 HIV-positive MSM, 30 high-risk negative MSM, and ten WSR through the CARE Link Program.

a. Summary: HIV-positive individuals have been identified as one of the priority risk groups in the Long Beach Comprehensive HIV Prevention Plan. Counseling sessions will include a sexual and chemical risk assessment, creation of a client-centered behavioral risk-reduction plan and a follow-up session to assess progress in behavior change. Gift certificates will be used as incentives to encourage clients to complete a minimum of three risk-reduction counseling sessions.

b. Service Provider Collaboration. Program staff will meet with HIV doctors and case managers at the CARE program and local service providers to promote risk-reduction counseling services.

c. Type of Intervention: Individual level intervention

d. Risk Population/Target Size: HIV-positive MSM/50
High-risk negative MSM/30
WSR/10

e. Key Activities:

e.1. July 31, 2008, develop a risk assessment tool.

e.2. By July 31, 2008, a CARE Link program protocol, along with all program forms, (such as risk assessment forms and pre- and post-tests)

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

will be completed and submitted to the Health Department for approval. The protocol should contain procedures related to the goal and purpose and goals, referrals, patient 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 the program. The protocol will include procedures for the psychosocial counseling identification of clients with a history of crystal methamphetamine use.

e.3. By July 31, 2008, develop a linked referral form.

e.4. By August 15, 2008, the CARE Link program will be promoted to the community through flyers, presentations, targeted prevention and word of mouth.

e.5. By August 31, 2008, (ongoing), information 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.

Objective 3B: By June 30, 2009, 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 HWSM website and venue-based posters will be maintained in collaboration with Better World Advertising (BWA).

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

c. Type of Intervention: Health Communication/Public Information

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

e. Key Activities:

e.1. By July 31, 2008, campaign website and venue-based posters will be reviewed and updated.

e.2. By July 31, 2008, local spokes models will be contacted and reminded of their roles and responsibilities with the campaign.

e.3. By August 15, 2008, (ongoing), HC/PI LEO forms will be entered on a quarterly basis.

f. Process Evaluation:

f.1. HC/PI LEO form will be used for all activities.

f.2. HC/PI LEO forms will be entered within one week of events.

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

Objective 4A: By June 30, 2009, the Long Beach Health Department, through a subcontract with The Gay and Lesbian Center of Long Beach (The Center) will provide targeted prevention activities to at least 200 MSM, 100 WSR, 60 IDU, and 20 transgendered individuals (TG) in Long Beach. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDU.

a. Summary: The Gay and Lesbian Center of Long Beach will provide TPA to 200 MSM, 100 WSR, 60 IDU, and 20 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 at CBRS, Health Department, CARE program or other local agencies. Referrals made to HERR services will be

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

based on brief assessments performed during TPA. At least 17 percent of all contacts must be African-Africans; 20 percent of TPA must be Latinos; and at least two percent of all TPA 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 TPA services and determine an efficient referral process for counseling, testing, and health education, risk-reduction activities.

c. Type of Intervention: Targeted Prevention

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

e. Key Activities:

e.1. By July 31, 2008, identify and list TPA sites for target groups.

e.2. By July 31, 2008, (ongoing), develop monthly TPA calendar.

e.3. By July 31, 2008, develop a linked referral form.

e.4. By July 31, 2008, 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, 2008, begin TPA activities at venues where the target groups congregate (ongoing).

e.6. Beginning August 15, 2008, use LEO TPA form to document contacts.

e.7. By June 30, 2009, at least 17percent of TPA contacts must be African-Americans (65/380).

e.8. By June 30, 2009, at least 20 percent of TPA contacts must be Latinos (76/380).

e.9. By June 30, 2009, at least two percent of TPA contacts must be Asian-Pacific Islander (8/380).

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

f. Process Evaluation:

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

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

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, 2009, 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 IDU, and at least three TG. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDU.

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

d. Risk Population/Target Size: MSM/20
WSR/5
IDU/5
TG/3

e. Key Activities:

e.1. July 31, 2008, develop a risk assessment tool.

e.2. By July 31, 2008, a risk-reduction counseling program protocol, along with all program forms, (such as, but not limited to risk assessment forms,

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

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 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, 2008, develop a linked referral form.

e.4. By August 15, 2008, (ongoing), clients will be enrolled into risk-reduction counseling services.

e.5. By August 31, 2008, (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 A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

NEIGHBORHOOD INTERVENTION GEARED TOWARD HIGH-RISK TESTING (NIGHT) PROGRAM

Goal 1: To provide targeted prevention activities and testing services to priority high-risk populations by using the Health Department's Mobile Testing unit known at the "Beach Mobile".

Objective 1A: By June 30, 2009, increase the awareness of the consequences of HIV, risk-reduction methods, and the availability of mobile clinic services by providing targeted prevention activities and Rapid HIV testing to at least 1,000 persons who are at high risk for acquiring HIV. Special emphasis will be focused on: men-who-have-sex-with men (200), substance users (150), injection users (150), women-at-sexual risk (300), and high-risk youth (200). MSM will include men who do not identify as gay men, but engage in sexual contact with other men.

a. Summary: The Beach Mobile is designed to provide state-of-the art mobile testing services. The Beach Mobile offers Rapid Testing to clients. The Health Department's targeted prevention activities workers will provide targeted prevention activities using well-established relationships with social service agencies, geographical mapping, and neighborhood collaborative efforts. Targeted prevention activities workers will refer clients to the Beach Mobile for HIV testing services as well as STD screening services. The Beach Mobile staff will provide incentives in the form of food vouchers, movie tickets, and cash to high-risk populations who receive HIV testing services. Targeted prevention activities sites will be determined by using geographic mapping system (GIS) and local epidemiological data. Special focus will be placed in zip code 90802 since the Mobile Clinic has identified large numbers of HIV-positive individuals in this area. In addition, HIV testing services will also be made available at the Preventive Health Clinic. The Clinic will provide STD screening, early intervention services, and diagnosis and treatment, family planning services, and referrals to other services such as housing and alcohol rehabilitation services.

b. Service Provider Collaboration: The Mobile Clinic will conduct joint testing dates with the Health Department's HIV Education and Prevention staff in order to link high-risk individuals to health education/risk-reduction activities.

c. Type of intervention: Targeted Prevention Activities (TPA)

d. Behavior Risk Groups/Target Size:
Men-who-have-sex-with men/200 (MSM will include men who do not identify as gay men, but engage in sexual contact with other men)

Exhibit A
Scope of Work-Year 2
July 1, 2008 to June 30, 2009

Substance users/100
Injection and non-injection users/300
Women-at-sexual risk/300
High-risk youth/200

e. Key Activities:

e.1. By July 1, 2008 (ongoing), develop monthly targeted prevention activities calendars for the Beach Mobile (ongoing, monthly basis).

e.2. By July 31, 2008, conduct HIV targeted prevention activities and testing (ongoing).

e.3. By August 15, 2008, complete intervention set-up page on LEO.

e.4. By August 31, 2008, purchase incentives and track distribution of incentives by using a log (ongoing).

e.5. By August 31, 2008, enter data in LEO (ongoing).

e.6. By August 31, 2008, distribute condoms, referral information, and role model stories to clients.

e.7. By June 30, 2009, meet target numbers for targeted prevention activities and testing.

f. Process Evaluation:

f.1. TPA LEO form will be used for all TPA sessions.

f.2. TPA LEO forms will be entered within one week of TPA 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 TPA activities, challenges and successes.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

Section 1: HIV Education and Prevention

Goal 1: Through a comprehensive HIV education and prevention program, high-risk youth in Long Beach will reduce their personal risk of HIV infection.

Objective 1A: By June 30, 2010, the Long Beach Health Department will provide targeted prevention activities (TPA) to 500 high-risk youth in Long Beach.

a. Summary: Program staff will provide TPA to high-risk youth to encourage them to learn about their HIV status, participate in a brief risk assessment and refer them to Counseling and Testing (CTR) and health education/risk-reduction (HERR) services as needed. Program staff will identify high-risk youth by conducting TPA at youth shelters, homeless shelters, agencies that work with youth on probation, gang prevention programs, and popular venues for high-risk youth.

b. Service Provider Collaboration: Program staff will conduct joint outings with the Health Department's Counseling and Testing program to provide onsite HIV testing to high-risk youth. In cases where joint outings are not possible, program staff will provide high-risk youth with a calendar of Mobile Testing dates to encourage them to get tested.

c. Intervention Type: Targeted Prevention

d. Behavior Risk Group/Target Size: High-risk youth/500

e. Key Activities:

e.1. By July 31, 2009, develop brief assessment form and train staff on its administration

e.2. By July 31, 2009, develop linked referral form to track referrals made to CTR and HERR activities.

e.3. By July 31, 2009, (ongoing), develop monthly TPA calendar.

e.4. By August 15, 2009, begin TPA activities.

e.5. By August 31, 2009, (ongoing), begin entering data into Local Evaluation Online (LEO).

f. Process Evaluation

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

f.1. TPA LEO form will be used for each contact.

f.2. TPA LEO forms will be entered within one week of session/contact.

f.3. 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 1B: By June 30, 2010, the Health Department will provide a minimum of three risk-reduction counseling sessions to 20 high-risk youth.

a. Summary: High-risk youth identified through TPA who require additional HIV prevention and education services, as determined through the brief risk assessment, will be referred to risk-reduction counseling sessions. High-risk youth participating in this intervention will receive a minimum of three risk-reduction counseling sessions. A client-centered risk-reduction plan for behavior change will be developed in collaboration between the client and the counselor. A trained peer counselor will provide the risk-reduction counseling sessions.

b. Service Provider Collaboration: Program staff will refer and enroll eligible youth to Family Planning, Access, Care and Treatment (PACT) and other medical services provided at the Health Department. In addition, referrals will be made to mental health, substance abuse and job training agencies whenever appropriate.

c. Intervention Type: Individual Level Intervention (ILI)

d. Behavior Risk Group/Target Size: High-risk youth/20

e. Key Activities:

e.1. By July 31, 2009, a risk-reduction counseling protocol will be completed.

e.2. By July 31, 2009, a client-centered risk-reduction plan template will be completed.

e.3. By August 15, 2009, a list of referral agencies (such as mental health, substance use, job training, and Family PACT will be updated.

e.4. By August 31, 2009, all training requirements for risk-reduction counseling staff will be completed and logged in the staff training database.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

e.5. By September 1, 2009, begin risk-reduction counseling to target group.

e.6. By September 30, 2009, (ongoing), begin ILI data entry into LEO.

f. Process Evaluation:

f.1. ILI LEO form will be used for each ILI contact.

f.2. ILI LEO forms will be entered within one week of session/contact.

f.3. 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 1C: By June 30, 2010, 100 high-risk youth will complete a minimum of three group level workshop series.

a. Summary: Group Level Intervention (GLI) curriculum will be based on a DEBI intervention, Street Smart. Street Smart is an intensive HIV/AIDS and STD prevention program for youth whose behaviors place them at risk of becoming infected. The Street Smart program is designed for runaway and homeless youth, yet it can be easily adopted for youth in other settings. The Street Smart program consists of eight two-hour group sessions; one individual session; and a group visit to a community health resource. While it is preferable that teens attend every session, the program is designed so that each session stands on its own. Youth who complete a minimum of three of the eight workshops will receive a $10 gift certificate to Target. Youth completing all eight workshops will receive a $20 gift certificate to Target.

b. Service Provider Collaboration: Since Street Smart was specifically designed for homeless and runaway youth, the Health Department will work with the Multi-Service Center for the Homeless to recruit youth into the group workshops. Program staff will also deliver Street Smart group sessions to youth at Casa Youth Shelter, a provider of temporary shelter and counseling services to runaways and youth in crisis. Program staff will also collaborate with continuation schools and agencies providing services to youth in probation to deliver Street Smart at their sites.

c. Intervention Type: Group Level Intervention (GLI)

d. Behavior Risk Group/Target Size: High-risk youth/100

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

e. Key Activities:

e.1. By July 31, 2009, program staff will be trained in Street Smart curriculum.

e.2. By July 31, 2009, (ongoing), collaborating agencies will be contacted and a calendar of workshop sessions will be developed.

e.3. By August 31, 2009, all training requirements for GLI staff will be completed and logged in the staff training database.

e.4. By September 1, 2009, begin Street Smart group sessions in agencies that serve high-risk youth.

e.5. By September 30, 2009, (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 group level workshops.

f.2. GLI LEO forms will be entered within one week of session/contact.

f.3. 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 1D: By June 30, 2010, the Health Department will provide HIV prevention and education to 200 high-risk youth through health fairs and single-session workshops.

a. Summary: Program staff will deliver single session workshops on HIV prevention through the Mobile Health Resource Center and at two health fairs, namely, National Condom Day and World AIDS Day. Incentives such as gift certificates and promotional items (i.e., pencils, notebooks) will be used to attract participation in workshops and health fairs.

b. Service Provider Collaboration: Program staff will collaborate with the Health Department's Counseling and Testing program to promote testing at health fairs and single session workshops. Program staff will also promote ILI and GLIs to individuals participating in health fairs and single-session workshops. Staff will also collaborate with youth-serving organizations such as Centro CHA, Youth

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

Commission and after-school programs to promote health fairs and single-session workshops.

c. Intervention Type: Health Communication/Public Information (HC/PI)

d. Behavior Risk Group/Target Size: High-risk youth/2 health fairs/ 50 single session workshops

e. Key Activities:

e.1. By July 31, 2009, HIV 101 single session curriculum will be reviewed and updated.

e.2. By July 31, 2009, (ongoing), contact collaborating agencies and develop a monthly calendar of workshop sessions.

e.3. By August 31, 2009, all training requirement for HC/PI will be completed and logged in the staff training database.

e.4. By September 1, 2009, begin single-session workshops in agencies that serve high-risk youth using the Mobile Health Resource Center.

e.5. By September 30, 2009, begin planning health fair for World AIDS Day.

e.6. By September 30, 2009, (ongoing), begin HC/PI data entry into LEO.

e.7. By December 15, 2009, begin planning health fair for National Condom Day.

f. Process Evaluation:

f.1. HC/PI LEO form will be used for all single-session workshops and health fairs.

f.2. HC/PI LEO forms will be entered within one week of session/health fair.

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

Objective 2: By June 30, 2010, the Health Department, through a subcontract with the Centro Community Hispanic Association (Centro CHA), will target 40 high-risk Latina

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

youth in Long Beach. Ninety-five percent of the contacts will be referred to Counseling, Testing and Referral services or health education/risk-reduction activities.

a. Summary: Centro CHA will provide targeted prevention to at least 40 high-risk Latinas. High-risk targeted prevention will focus on Latina youth with a history of delinquency, truancy, and substance abuse. Activities will include a brief risk assessment, health education, and provision of educational materials, condoms and lubes. Clients will be referred to counseling and testing and health education/risk-reduction services available through the Health Department and other local agencies in Long Beach.

b. Service Provider Collaboration: Centro CHA will collaborate with the Health Department's Counseling and Testing program to encourage high-risk Latina youth to learn their HIV status. In addition, Centro CHA will also refer eligible youth to Family PACT, STD screening services, and ILI and GLI activities targeted for high-risk youth at the Health Department.

c. Type of Intervention: Targeted Prevention

d. Behavior Risk Group/Target Size: High-risk Latina youth/40

e. Key Activities:

e.1. By July 31, 2009, identify and list sites for target groups.

e.2. By July 31, 2009, develop monthly TPA calendar.

e.3. By July 31, 2009, develop a linked referral form.

e.4. By July 31, 2009, purchase health education materials, condoms, dental dams and lubes.

e.5. Beginning August 15, 2009, begin TPA activities at venues where the target groups congregate.

e.6. Beginning August 30, 2009, use LEO TPA form to document contacts.

e.7. By September 30, 2009, (ongoing), begin TPA data entry into LEO.

f. Process Evaluation:

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

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

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

f.3. Linked referral forms will be used to document and track referrals made to CTR and HERR activities.

f.3. 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.

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 2A: By June 30, 2010, 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 users 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 (IDU) 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 targeted prevention 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

d. Behavior Risk Groups/Target Size: MSM/300
IDU/100
WSR/100

e. Key Activities:

e.1. By July 31, 2009, review and update protocols for implementing the Project RESPECT-Negative Brief Counseling intervention.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

e.2. By July 31, 2009, develop a linked referral form.

e.3. By August 15, 2009, recruit individuals into the intervention.

e.4. By August 31, 2009, (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, 2010, 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 (IDU) 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 Partner Counseling Referral Services (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.

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

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

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

c. Type of Intervention: Individual Level Intervention

d. Behavior Risk Groups/Target Size: HIV-positive MSM/40
HIV-positive IDU/15

e. Key Activities:

e.1. By July 31, 2009, review and update protocols for implementing the Project RESPECT-Positive Brief Counseling intervention.

e.2. By July 31, 2009, develop a linked referral form.

e.3. By August 15, 2009, (ongoing), recruit individuals into the intervention.

e.4. By August 31, 2009, (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, 2010, the Health Department, through a subcontract with the CBRS, will provide targeted prevention activities to 30 MSM and 25 heterosexual users, including women at sexual risk (WSR) of methamphetamine in Long Beach.

a. Summary: Studies have demonstrated the prevalent use of methamphetamine among MSM and heterosexual populations. CBRS will collaborate with the Substance Abuse Foundation (SAF) in linking MSM and heterosexual meth users to drug treatment. MSM and heterosexual drug users will be screened for methamphetamine dependence and craving through targeted prevention. Clients found to have methamphetamine dependence will be linked to SAF for drug

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

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

d. Behavior Risk Groups/Target Size: MSM/30
IDU/20
WSR/5

e. Key Activities:

e.1. By July 31, 2009, identify venues in Long Beach frequented by methamphetamine-using individuals, including MSM and heterosexuals.

e.2. By July 31, 2009, develop a list of targeted prevention sites and an calendar.

e.3. By August 15, 2009, begin targeted prevention activities.

e.4. By August 31, 2009, complete field risk assessments and LEO TPA forms to document targeted prevention contacts.

e.5. By August 31, 2009, (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 contacts.

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

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

Objective 2D: By June 30, 2010, the Health Department, through a subcontract with the 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 targeted prevention 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

d. Behavior Risk Group/Target Size: MSM/15
IDU/5
WSR/5

e. Key Activities:

e.1. By July 31, 2009, a linked referral form will be completed.

e.2. By July 31, 2009, a Qualified Service Agreement between CBRS and SAF will be completed.

e.3. By August 15, 2009, (and ongoing), SAF will complete a Group Intervention Attendance form and LEO Group Check Sheet, documenting participation in methamphetamine-specific group counseling activities.

e.4. By September 30, 2009, (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.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

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, 2010, the Health Department, through a subcontract with CBRS, will refer at least ten 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 three 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

d. Behavior Risk Groups/Target Size: MSM/5
IDU/3
WSR/2

e. Key Activities:

e.1. By July 31, 2009, a linked referral form will be completed.

e.2. By August 15, 2009, (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, 2009, (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.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

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 3A: By June 30, 2010, the Long Beach Health Department, through a subcontract with the St. Mary Comprehensive AIDS Research and Education (CARE) Program will provide a minimum of three risk-reduction counseling sessions to at least 50 HIV-positive MSM, 30 high-risk negative MSM, and ten WSR through the CARE Link Program.

a. Summary: HIV-positive individuals have been identified as one of the priority risk groups in the Long Beach Comprehensive HIV Prevention Plan. Counseling sessions will include a sexual and chemical risk assessment, creation of a client-centered behavioral risk-reduction plan and a follow-up session to assess progress in behavior change. Gift certificates will be used as incentives to encourage clients to complete a minimum of three risk-reduction counseling sessions.

b. Service Provider Collaboration. Program staff will meet with HIV doctors and case managers at the CARE program and local service providers to promote risk-reduction counseling services.

c. Type of Intervention: Individual level intervention

d. Risk Population/Target Size: HIV-positive MSM/50
High-risk negative MSM/30
WSR/10

e. Key Activities:

e.1. July 31, 2009, develop a risk assessment tool.

e.2. By July 31, 2009, a CARE Link program protocol, along with all program forms, (such as risk assessment forms and pre- and post-tests) will be completed and submitted to the Health Department for approval. The protocol should contain procedures related to the goal and purpose and goals, referrals, patient 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 the program. The protocol will include procedures for the psychosocial counseling identification of clients with a history of crystal methamphetamine use.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

e.3. By July 31, 2009, develop a linked referral form.

e.4. By August 15, 2009, the CARE Link program will be promoted to the community through flyers, presentations, targeted prevention and word of mouth.

e.5. By August 31, 2009, (ongoing), information 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.

Objective 3B: By June 30, 2010, 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 HWSM website and venue-based posters will be maintained in collaboration with Better World Advertising (BWA).

c. Type of Intervention: Health Communication/Public Information

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

e. Key Activities:

e.1. By July 31, 2009, campaign website and venue-based posters will be reviewed and updated.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

e.2. By July 31, 2009, local spokes models will be contacted and reminded of their roles and responsibilities with the campaign.

e.3. By August 15, 2009, (ongoing), HC/PI LEO forms will be entered on a quarterly basis.

f. Process Evaluation:

f.1. HC/PI LEO form will be used for all activities.

f.2. HC/PI LEO forms will be entered within one week of events.

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

Objective 4A: By June 30, 2010, the Long Beach Health Department, through a subcontract with The Gay and Lesbian Center of Long Beach (The Center) will provide targeted prevention activities to at least 200 MSM, 100 WSR, 60 IDU, and 20 transgendered individuals (TG) in Long Beach. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDU.

a. Summary: The Gay and Lesbian Center of Long Beach will provide TPA to 200 MSM, 100 WSR, 60 IDU, and 20 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 at CBRS, Health Department, CARE program or other local agencies. Referrals made to HERR services will be based on brief assessments performed during TPA. At least 17 percent of all contacts must be African-Africans; 20 percent of TPA must be Latinos; and at least two percent of all TPA 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 TPA services and determine an efficient referral process for counseling, testing, and health education, risk-reduction activities.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

c. Type of Intervention: Targeted Prevention

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

e. Key Activities:

e.1. By July 31, 2009, identify and list TPA sites for target groups.

e.2. By July 31, 2009, (ongoing), develop monthly TPA calendar.

e.3. By July 31, 2009, develop a linked referral form.

e.4. By July 31, 2009, 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, 2009, begin TPA activities at venues where the target groups congregate (ongoing).

e.6. Beginning August 15, 2009, use LEO TPA form to document contacts.

e.7. By June 30, 2010, at least 17percent of TPA contacts must be African-Americans (65/380).

e.8. By June 30, 2010, at least 20 percent of TPA contacts must be Latinos (76/380).

e.9. By June 30, 2010, at least two percent of TPA contacts must be Asian-Pacific Islander (8/380).

f. Process Evaluation:

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

f.2. TPA LEO forms will be entered within one week of 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 3
July 1, 2009 to June 30, 2010

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, 2010, 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 IDU, and at least three TG. Included in these behavioral risk groups are sexual and needle-sharing partners of gay, MSM, and IDU.

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

d. Risk Population/Target Size: MSM/20
WSR/5
IDU/5
TG/3

e. Key Activities:

e.1. July 31, 2009, develop a risk assessment tool.

e.2. By July 31, 2009, 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 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.

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

e.3. By July 31, 2009, develop a linked referral form.

e.4. By August 15, 2009, (ongoing), clients will be enrolled into risk-reduction counseling services.

e.5. By August 31, 2009, (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 A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

NEIGHBORHOOD INTERVENTION GEARED TOWARD HIGH-RISK TESTING (NIGHT) PROGRAM

Goal 1: To provide targeted prevention activities and testing services to priority high-risk populations by using the Health Department's Mobile Testing unit known at the "Beach Mobile".

Objective 1A: By June 30, 2010, increase the awareness of the consequences of HIV, risk-reduction methods, and the availability of mobile clinic services by providing targeted prevention activities and Rapid HIV testing to at least 1,000 persons who are at high risk for acquiring HIV. Special emphasis will be focused on: men-who-have-sex-with men (200), substance users (150), injection users (150), women-at-sexual risk (300), and high-risk youth (200). MSM will include men who do not identify as gay men, but engage in sexual contact with other men.

a. Summary: The Beach Mobile is designed to provide state-of-the art mobile testing services. The Beach Mobile offers Rapid Testing to clients. The Health Department's targeted prevention activities workers will provide targeted prevention activities using well-established relationships with social service agencies, geographical mapping, and neighborhood collaborative efforts. Targeted prevention activities workers will refer clients to the Beach Mobile for HIV testing services as well as STD screening services. The Beach Mobile staff will provide incentives in the form of food vouchers, movie tickets, and cash to high-risk populations who receive HIV testing services. Targeted prevention activities sites will be determined by using geographic mapping system (GIS) and local epidemiological data. Special focus will be placed in zip code 90802 since the Mobile Clinic has identified large numbers of HIV-positive individuals in this area. In addition, HIV testing services will also be made available at the Preventive Health Clinic. The Clinic will provide STD screening, early intervention services, and diagnosis and treatment, family planning services, and referrals to other services such as housing and alcohol rehabilitation services.

b. Service Provider Collaboration: The Mobile Clinic will conduct joint testing dates with the Health Department's HIV Education and Prevention staff in order to link high-risk individuals to health education/risk-reduction activities.

c. Type of intervention: Targeted Prevention Activities (TPA)

d. Behavior Risk Groups/Target Size:
Men-who-have-sex-with men/200 (MSM will include men who do not identify as gay men, but engage in sexual contact with other men)

Exhibit A
Scope of Work-Year 3
July 1, 2009 to June 30, 2010

Substance users/100
Injection and non-injection users/300
Women-at-sexual risk/300
High-risk youth/200

e. Key Activities:

e.1. By July 1, 2009, (ongoing), develop monthly targeted prevention activities calendars for the Beach Mobile (ongoing, monthly basis).

e.2. By July 31, 2009, conduct HIV targeted prevention activities and testing (ongoing).

e.3. By August 15, 2009, complete intervention set-up page on LEO.

e.4. By August 31, 2009, purchase incentives and track distribution of incentives by using a log (ongoing).

e.5. By August 31, 2009, enter data in LEO (ongoing).

e.6. By August 31, 2009, distribute condoms, referral information, and role model stories to clients.

e.7. By June 30, 2010, meet target numbers for targeted prevention activities and testing.

f. Process Evaluation:

f.1. TPA LEO form will be used for all TPA sessions.

f.2. TPA LEO forms will be entered within one week of TPA 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 TPA activities, challenges and successes.

Exhibit B
BUDGET
Year 1
July 1, 2007 to June 30, 2008

A. PERSONNEL	$296,599
B. OPERATING EXPENSES	$46,247
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$362,320
E. INDIRECT COSTS	$44,490
TOTALS	**$749,656**

Exhibit B
BUDGET
Year 2
July 1, 2008 to June 30, 2009

A. PERSONNEL	$296,599
B. OPERATING EXPENSES	$46,247
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$362,320
E. INDIRECT COSTS	$44,490
TOTALS	**$749,656**

Exhibit B
BUDGET
Year 3
July 1, 2009 to June 30, 2010

A. PERSONNEL	$296,599
B. OPERATING EXPENSES	$46,247
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$362,320
E. INDIRECT COSTS	$44,490
TOTALS	**$749,656**

Memorandum of Understanding (MOU)

CONTRACTOR: City of Long Beach
PROGRAM: HIV Counseling and Testing

CONTRACT NUMBER: 07-65057
MOU NUMBER: HIV 07-59/2

1. MOU TERM:

The term of this MOU shall be from July 1, 2007 through June 30, 2010.

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $ 285,895 for the budget period of July 1, 2007 to June 30, 2008.
B. $ 285,895 for the budget period of July 1, 2008 to June 30, 2009.
C. $ 285,895 for the budget period of July 1, 2009 to June 30, 2010.
D. $ 857,685 for the entire MOU term.

3. MOU EXHIBITS:

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

A. Exhibit A, entitled "Scope of Work," consisting of five pages.
B. Exhibit B, entitled "Budget," Year 1 consisting of one page.
C. Exhibit C, entitled "Budget," Year 2 consisting of one page.
D. Exhibit D, entitled "Budget," Year 3 consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, is incorporated herein and made a part hereof by this reference. The STATE hereby certifies that this agreement and any MOUs thereto are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

Signature

Barbara Bailey, Acting Chief
Office of AIDS

10/11/07
Date

CITY OF LONG BEACH:

Signature

Patrick H. West City Manager
Printed/Typed Name and Title

9/30/09
Date

APPROVED AS TO FORM

9/18, 20 07

ROBERT E. SHANNON, City Attorney

By
DEPUTY CITY ATTORNEY

5. PROGRESS REPORT SCHEDULE AND OTHER REQUIREMENTS:

A. The CONTRACTOR shall provide required demographic information and monthly statements to the STATE within 30 calendar days after the last day of each month, in a manner specified by the Office of AIDS, HIV Counseling and Testing data collection system. Additionally, a program description shall be submitted by December 31, 2007 in a manner specified by the Office of AIDS.

B. Data, monthly statements, and invoices shall be submitted to:

California Department of Health Services
Office of AIDS
Attention: Invoice Desk
MS 7700
P. O. Box 997426
Sacramento, CA 95899-7426

C. The HIV Counseling and Testing data collection system must be updated to reflect the current Master Agreement number before data are reported as required by this MOU. Failure to update this number will result in invoice errors and probably reimbursement delay.

D. The CONTRACTOR shall provide any request for information from the STATE related to program and administrative activities under this agreement (i.e., program description, quality assurance plan, demographic data, needs assessments, evaluation survey, etc.) in order for invoices to be paid.

E. The CONTRACTOR shall request clients' information listed on the forms provided by the Office of AIDS.

6. PROJECT REPRESENTATIVES:

The project representatives during the term of this MOU will be:

Department of Health Services	**City of Long Beach**
Mary Geary HIV Education and Prevention Services Branch Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5804 Fax: (916) 449-5800 E-mail: MGeary@dhs.ca.gov	Deborah Collins Clinic Manager City of Long Beach Department of Health and Human Services 2525 Grand Avenue Long Beach, CA 90815 Telephone: (562) 570-4379 Fax: (562) 570-4033 E-mail: debbie_collins@longbeach.gov

Exhibit A
Scope of Work
July 1, 2007 to June 30, 2010

SECTION 1: HIV Counseling and Testing

Goal: The Contractor shall administer the HIV Counseling and Testing Program (C&T) by providing anonymous and/or confidential HIV C&T services to Californians with perceived risk for HIV. Both anonymous and confidential HIV C&T services will provide client-focused prevention counseling and assessment of client needs regarding HIV transmission; personal risk behaviors; risk-reduction planning; and referral to other services.

Additionally, the Contractor can provide Hepatitis C (HCV) testing services to injection drug users (IDUs) in an effort to increase HIV testing within this population.

Summary: At a minimum, individuals seeking C&T services shall be informed about the validity and accuracy of the antibody test before consent to test is performed. Furthermore, all individuals who are tested at California Department of Health Services (CDHS), Office of AIDS (OA) funded sites shall be given the results of this test in person. Risk information collected during the client assessment and the counseling session will be used as a basis for data collection, program development, and program reimbursement. Client counseling and testing services will be voluntary.

A. Client Services to be performed

1. Contractor shall provide C&T services to clients in accordance with this agreement and as defined in the HIV C&T Guidelines and OraQuick Rapid HIV Testing Guidelines, which will be sent under separate cover.
   a. Counties that have operational blood and plasma facilities, such as blood banks, shall ensure continued reasonable access to anonymous HIV testing through Alternative Test Sites (ATS). HIV testing services shall be free of charge at an ATS. Voluntary, non-coercive anonymous donations may be accepted
   b. Other than at the ATS, testing may be conducted on an anonymous or confidential basis and co-payments of up to $5.00 and/or donations may be accepted without reducing the rate of reimbursement from OA. Funds collected must remain in the HIV C&T Program.
   c. All pregnant women seen within the HIV C&T service structure are to be offered HIV C&T information. If a test is not immediately available then a referral to a test site must be provided to any pregnant woman requesting a test.
   d. The Contractor shall maintain records as specified in the HIV C&T Program Guidelines.
      d.1 Client records relating to any program activity or services executed under this agreement containing personally identifying information which were developed or acquired by the Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record or by his or her guardian conservator.
      d.2 The Contractor shall maintain signed statements of confidentiality for employees and volunteers who have access to client files of individuals served under this agreement.

Exhibit A
Scope of Work
July 1, 2007 to June 30, 2010

d.3. If the Contractor is providing rapid testing, a written Quality Assurance Plan and site-specific testing protocols will be developed and maintained.

e. Agencies must comply with all applicable Federal and State laws.

2. Beginning January 1, 2008, HIV test sites not meeting the high risk target percentage defined by OA will have each client complete the Client Assessment Questionnaire (CAQ) and Contractor shall review the CAQ to determine client risk.
   a. The Contractor shall have clients voluntarily complete the required information that is listed on the CAQ and this information will be used to reimburse agencies for low-risk clients.
   b. Based on CAQ review, clients at low risk for HIV will receive the Low-Level Intervention and clients at high risk for HIV will receive the High-Level Intervention.

3. The HIV test sites shall use OA's HIV Counselor Information Form (CIF) or other approved procedure for the collection of the required demographic and reimbursement information for all clients through December 31, 2007. By January 1, 2008, the CIF or other approved procedure will be used for those clients at high-risk for HIV for the collection of the required demographic and reimbursement information. .
   a. The Contractor shall require clients' information listed on the CIF and the information shall be voluntarily supplied.

4. Obtain informed consent from clients served under this contract to verify consent given by client. Informed consent is required by statute.

5. Contractor shall provide HIV test result disclosure in person.

6. The Contractor shall subcontract with qualified agencies for services provided under this contract to the client as part of this agreement.
   a. If Contractor subcontracts all or part of their HIV C&T services, subcontractors must receive at least 90% of all payments received from OA, consistent with the structure of payments provided.

7. HIV counselors shall deliver a private, face-to-face counseling session according to the schedule below:

	Risk Assessment	Disclosure	Referral
Low-Risk Client	None Required	5 minutes	None Required
High-Risk Counseling	20 minutes	5 minutes	5 minutes
HIV Positive & Inconclusive Counseling	20 minutes	40 minutes	20 minutes

Additionally, a 20 minute confirmatory result disclosure counseling session is used to disclose confirmatory results to clients who have received a rapid test preliminary positive result.

Exhibit A
Scope of Work
July 1, 2007 to June 30, 2010

8. C&T sites shall provide laboratory testing services from an OA/CDHS approved laboratory or via CLIA-waived rapid testing in accordance with all laws, regulations and guidelines. The testing process shall consist of an FDA approved screening procedure (e.g., ELISA, OraQuick Advance). Initially reactive and indeterminate ELISA results shall be repeated according to established testing protocols. Repeatedly reactive ELISA, preliminary positive OraQuick or indeterminate results are to be confirmed by FDA approved HIV antibody supplemental test (e.g., IFA or Western Blot.)

9. Contractor can integrate HIV and HCV testing services to increase the number of IDUs who receive HIV C&T services and learn their HIV status by offering HCV screening in coordination with HIV C&T. Clients can test for only HCV if they are at risk. CDHS/OA will allow IDU clients to test only for HCV if they choose not to take an HIV test.

B. Program Description and Other Requirements

1. The Contractor shall provide required program descriptions in a manner specified by CDHS/OA by December 31, 2007. Contractor will develop a comprehensive, written protocol for the provision of the following C&T services. Where multiple C&T sites exist within one jurisdiction, each topic must address operational differences that may occur from site to site (e.g., HIV clinic, STD clinic, off-site and mobile testing clinics, etc.). Topics to be addressed include:
   a. Target HIV C&T service goals.
   b. Local variance allowance target populations with supported justification.
   c. CAQ Process, including review process.
   d. Conventional testing and/or rapid testing process protocols, including confirmatory testing process.
   e. Low-level intervention process description.
   f. High-level intervention process description, including integration of Counselor Information Form into process.
   g. HCV screening and testing process, including test result disclosure.
   h. No-show client follow-up process description.
   i. Test result disclosure process, including how confidentiality is secured.
   j. Referral list with contact information for HIV-negative, high-risk clients.
      j.1 Contractor will be responsible for updating the local referral list on an annual basis and providing an updated version to CDHS/OA.
   k. Partner, Counseling and Referral Services process.
      k.1 Contractor must make a good faith effort to assure that sex and/or needle/syringe-sharing partners of HIV-positive clients are informed of their possible exposure to HIV, especially all past and present marital partners within the ten years prior to and HIV diagnosis. All partner/spousal notification is to be conducted confidentially on a voluntary basis. Contractor will counsel HIV positive clients on their option to notify partners themselves or to seek assistance of trained staff at an appropriate partner/spousal notification program.

Exhibit A
Scope of Work
July 1, 2007 to June 30, 2010

l. Referral list with contact information of HIV positive referral agencies.
   l.i. Contractor will be responsible for updating the local HIV positive referral agency list on an annual basis and providing an updated version to CDHS/OA
m. Describe verified referral process

2. The Contractor shall provide required quality assurance descriptions to CDHS/OA within 30 calendar days in a specified manner. Topics to be addressed include:
   a. The Contractor shall ensure that all HIV counseling interventions are provided by staff who have successfully completed OA HIV counselor training according to current OA HIV Counselor Training Program Guidelines, which will be sent under separate cover. HIV Counselor Training procedures shall be described, such as local training, mentoring, etc.
   b. The Contractor will describe a comprehensive, written protocol that provides for annual review of counselor performance with appropriate standards, client surveys, outreach needs, accessibility of client location(s), return rates for disclosure sessions, rapid testing protocols/quality assurance plans, and the availability of and referral to HIV prevention services for HIV positive and high-risk HIV negative client.
      b.1 The HIV counselor shall be knowledgeable of and provide appropriate referrals to other ongoing HIV prevention services to all HIV positive and high risk seronegative clients using all available community resources. The HIV counselor shall also provide a list of physicians or clinics knowledgeable about HIV disease for persons who have a positive test result.
   c. The contractor shall ensure that all HIV rapid testing is conducted by counselors or medical personnel that have successfully completed the half-day OA training and passed the proficiency exam.
   d. The Contractor shall designate a Project Director to act as Contract Manager and serve as the primary representative of the Contractor. The Project Director is responsible for all technical and programmatic matters under this agreement and for assuring compliance with the terms of this agreement. The Contractor shall notify OA immediately in writing when a new Project Director is designate.
      d.1 The Project Director must attend CDHS/OA required meetings when convened.
      d.2 The Project Director is responsible for overseeing the HIV Counselor training program. These duties include ensuring that appropriate candidates are selected for training and counselor training information is updated regularly.
      d.3 The Project Director will be responsible for updating the local referral list on an annual basis and providing an updated version to OA.

3. Program reimbursement process and specifications will be provided by OA under separate cover.

4. On a quarterly basis an invoice and a statement with detailed payment information will be generated through a computer system provided by CDHS/OA and submitted to CDHS/OA for payment, within 30 days after the last day of September, December, March and June. For local health jurisdictions that have prior written approval from OA, submission of the actual required forms for each individual client shall be submitted.

Exhibit A
Scope of Work
July 1, 2007 to June 30, 2010

5. Quarterly invoices shall be submitted to:
   California Department of Health Services
   Office of AIDS
   Attention: Invoice Desk
   MS 7700
   P.O. Box 997426
   Sacramento, CA 95899-7426

6. HIV C&T information such as CAQs, CIFs, invoices, etc., must be retained by the Contractor for three years in addition to the current year.

Exhibit B
BUDGET
Year 1
July 1, 2007 to June 30, 2008

A. PERSONNEL	$0
B. OPERATING EXPENSES	$0
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$285,895
E. INDIRECT COSTS	$0
TOTALS	**$285,895**

Exhibit C
BUDGET
Year 2
July 1, 2008 to June 30, 2009

A. PERSONNEL	$0
B. OPERATING EXPENSES	$0
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$285,895
E. INDIRECT COSTS	$0
TOTALS	**$285,895**

Exhibit D
BUDGET
Year 3
July 1, 2009 to June 30, 2010

A. PERSONNEL	$0
B. OPERATING EXPENSES	$0
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$285,895
E. INDIRECT COSTS	$0
TOTALS	**$285,895**

CONTRACTOR: City of Long Beach
PROGRAM: HIV/AIDS Surveillance Program

CONTRACT NUMBER: 07-65057
MOU NUMBER: SP 07-59/3

1. MOU TERM

The term of this MOU shall be from July 1, 2007 through June 30, 2010.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $240,000 for the budget period of July 1, 2007 to June 30, 2008.
B. $240,000 for the budget period of July 1, 2008 to June 30, 2009.
C. $240,000 for the budget period of July 1, 2009 to June 30, 2010.
D. $720,000 for the entire MOU term.

3. MOU EXHIBITS

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

A. Exhibit A, entitled "Scope of Work," consisting of six pages.
B. Exhibit A, Attachment I, entitled "Facilities Listing," consisting of one page.
C. Exhibit A, Attachment II, entitled "Program Activities," consisting of one page.
D. Exhibit B, entitled "Budget," Year 1 consisting of one page.
E. Exhibit B, entitled "Budget," Year 2 consisting of one page.
F. Exhibit B, entitled "Budget," Year 3 consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, govern this MOU. The STATE hereby certifies that the above referenced agreement and this MOU are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

Signature

Barbara Bailey, Acting Division Chief
Office of AIDS

10/11/07
Date

CITY OF LONG BEACH:

Signature

Patrick H. West, City Manager
Printed/Typed Name and Title

9/30/07
Date

APPROVED AS TO FORM
9/18, 2007
ROBERT E. SHANNON, City Attorney
By Howard Conway
DEPUTY CITY ATTORNEY

5. PROGRESS REPORT SCHEDULE

A. The CONTRACTOR shall complete and submit each progress report by the due dates specified below. The content of these reports will include, but not be limited to: progress accomplished on MOU objectives; progress accomplished on MOU activities; major problems encountered and proposed resolutions to those problems; issues requiring contract monitor consultation; and data on client services. Progress Report due dates are as follows unless Contractor obtains prior written approval from the State for an alternate submission date:

MOU PROGRESS REPORT	PERIOD	DUE DATE
YEAR 1		
FIRST	07/01/2007-12/31/2007	**01/31/2008**
SECOND	01/01/2008-06/30/2008	**07/31/2008**
YEAR 2		
FIRST	07/01/2008-12/31/2008	**01/31/2009**
SECOND	01/01/2009-06/30/2009	**07/31/2009**
YEAR 3		
FIRST	07/01/2009-12/31/2009	**01/31/2010**
SECOND	01/01/2010-06/30/2010	**07/31/2010**

B. Progress reports shall be submitted in accordance with the prescribed format provided by the STATE and any revisions thereto. If the CONTRACTOR does not submit acceptable progress reports in a timely manner, their invoices may be withheld from payment until acceptable reports are received. If a final report is submitted more than ninety days after expiration of the agreement term, the final invoice may not be honored unless the CONTRACTOR has obtained prior written approval from the STATE.

6. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Health Services	**City of Long Beach**
Kris Sullivan, Contract Monitor Surveillance and Processing Unit Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5869 Fax: (916) 449-5861 E-Mail: Ksullivan@dhs.ca.gov	Michael Davis Long Beach Dept. of Health & Human Services 2525 Grand Avenue, Room 201 Long Beach, CA 90815 Telephone: (562) 570-4213 Fax: (562) 570-4510 E-Mail: Michael_davis@longbeach.gov

Exhibit A
Scope of Work

A. ACTIVE SURVEILLANCE ACTIVITIES – CORE*

Goal: Establish and enhance active and passive HIV/AIDS case surveillance in other health and social service settings, including laboratories and confidential test sites. Improve the timeliness, accuracy, and reliability of the local HIV/AIDS case data. Investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission, and in conjunction with the California Department of Health Services, Office of AIDS (CDHS/OA) staff, conduct investigations of cases of public health importance.

Objective 1

Program activities should include regular surveillance visits to previously classified reporting facilities. Identify and classify new reporting sources on a scale from "A" to "D" with "A" being the reporting facility with the greatest likelihood of treating HIV/AIDS infected patients to "D," the least likely to treat. (See Exhibit A, Attachment I, Facilities Listing.) All activities should be documented and quantified for inclusion in the semi-annual progress reports. (See HIV/AIDS Surveillance Program MOU, Paragraph 5, Progress Report Schedule)

Objective 2

Evaluate HIV/AIDS name-based case reporting protocols in the facilities identified and classified in Objective 1 above. Establish reporting protocols and revise as needed. (See Exhibit A, Attachment II, Program Activities.)

Objective 3

Identify, incorporate, and educate all laboratories of their reporting responsibilities. Laboratories should report confirmed HIV test results to the submitting health care provider using the complete patient name.

Objective 4

Assess and use secondary data sources including cancer, vital statistics, tuberculosis registries, sexually transmitted diseases (STD), and community based organizations to improve the accuracy of HIV/AIDS case reporting.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

B. HIV/AIDS CASE REGISTRY OPERATIONS - CORE*

Goal: To improve the timeliness, accuracy and reliability of the local HIV/AIDS case data.

Objective 1

Match HIV positive tests results from laboratories to case reports received from health care providers. Ensure that there is no duplication of reports.

Objective 2

Within one month of receipt, reduce the number of duplicate cases on the quarterly duplicate case list to zero.

Objective 3

Review quality assurance listings sent by the State HIV/AIDS Case Registry and reconcile any discrepancies as needed.

Objective 4

Resolve all errors on the HIV/AIDS Case Report and the HIV/AIDS Reporting System (HARS) within two weeks of notification by the HIV/AIDS Case Registry. Implement procedures to reduce the number of reporting errors.

Objective 5

Any update to a case should immediately be recorded on the HARS system and/or forwarded to the State.

C. EPIDEMIOLOGIC HIV/AIDS CASE INVESTIGATIONS – CORE*

Goal: To investigate reported HIV/AIDS cases in order to identify the mode of HIV transmission, and in conjunction with Office of AIDS staff, to conduct investigations of Cases of Public Health Importance (COPHI).

Objective 1

Investigate all Priority No Reported Risk (NRR) HIV/AIDS cases (i.e., children, healthcare workers, blood transfusions after 03/85, organ transplants/artificial insemination), within two months of reporting using the most recent Centers for Disease Control and Prevention (CDC) NIR investigation protocols. Investigate all COPHI NRR HIV/AIDS cases (i.e., HIV2, tattoos, bites) within two months of reporting using the most recent CDC NIR investigation protocols. Investigate all other NRR cases within six months of diagnosis.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

In conjunction with OA staff, investigate COPHI including but not limited to: health care worker(s) whose only reported exposure is job related; blood transfusion; organ transplant; artificial insemination; or unique cases such as tattoos. (See HIV/AIDS Reporting Toolkit)

Objective 2

Educate healthcare providers about the need to obtain and report risk information from their HIV diagnosed patients.

D. PROCEDURES FOR ENSURING CONFIDENTIALITY OF ALL INFORMATION - CORE*

Goal: To protect the rights of individuals infected with HIV/AIDS by assuring that identifying information is safeguarded both in original case reports and in disseminated data.

Objective 1

Develop and maintain a secure registry. All physical locations containing HIV/AIDS surveillance data in electronic or paper format, as well as workstations for surveillance personnel must be enclosed inside a locked, secured area with access limited to authorized personnel in accordance with CDC program requirements. (See HIV/AIDS Reporting Toolkit, Chapter III, Security and Confidentiality)

Paper copies of surveillance information containing identifying information must be stored inside a locked file cabinet located inside a locked room. Shredding of confidential HIV/AIDS-related information should be performed by authorized surveillance personnel using a commercial quality shredder with cross-cutting capability before disposal. Shredding should be used to immediately destroy any paper records, containing confidential HIV/AIDS-related information, that are not being used in an active case investigation and are currently being held in files. These records include, but are not limited to:

a. Line listings identifying individuals as having HIV or AIDS
b. Medical record review notes
c. Laboratory reports of HIV infection or DC4+ counts
d. Computer data runs and analyses
e. Program specific internal reports
f. Other working papers

Objective 2

An approved encryption program must secure any computer containing HARS data. HARS files may only be accessed by surveillance and HIV/AIDS research staff. No other copy of the database, other than an encrypted backup of your files, may be produced or retained.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Enter incoming case reports into HARS. (See HIV/AIDS Reporting Toolkit, Chapter V, HIV/AIDS Case Processing) After the case has been entered into HARS, the original case report forms and any HIV/AIDS related materials should be submitted to the State (e.g., encrypted electronic data).

Submit all case report forms, HIV/AIDS related material, and/or encrypted electronic data in double envelopes and the outer envelope (e.g., sender or recipient address or label) must have no reference to HIV/AIDS or include any terms easily associated with HIV/AIDS. The inner envelope must be marked 'Confidential', sealed, and addressed to an authorized individual at OA and should also identify the agency that originated the package mailing. All mail must be sent by traceable courier services only (i.e. United Parcel Service, Federal Express (FedEx) or U.S. Post Office). The overnight mailing address is California Department of Health Services, Case Registry Section, MS 7700, 1616 Capitol Avenue, Suite 74.616, Sacramento, CA 95814. Only county personnel who have signed the OA confidentiality agreement are permitted to handle confidential mail.

Electronic mail transmission (e-mail) or FAX of case information containing personal identifiers is strictly prohibited.

Objective 3

HIV/AIDS case information is transferred from the local health department (LHD) to the OA Registry on paper-based reports and, for LHD with HARS data entry systems, on encrypted diskettes. LHD do not report HIV/AIDS cases directly to the CDC. LHD send HIV/AIDS case data for all new, updated, and deleted HIV/AIDS case reports. When receiving or initiating phone conversations to complete or un-duplicate HIV/AIDS case reports, verify that the caller is authorized to exchange confidential HIV/AIDS case information. All telephone conversations must be conducted using phones that are connected to land-lines. Cordless telephones and wireless communication are not permitted.

Objective 4

Laptop computers and other portable electronic devices are vulnerable to theft. These devices warrant the most stringent security protocols. Employing strict security measures ensures that the confidentiality of patients is protected in the event that a device is lost or stolen. As part of the contract with each LHD, OA provides approved hardware and software for use in surveillance activities. OA does not provide laptop computers or funding for portable electronic devices. Only electronic equipment approved by OA should be used to store confidential HIV/AIDS surveillance information. (See HIV/AIDS Reporting Toolkit, Chapter III, Security and Confidentiality)

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Objective 5

According to California law, only authorized personnel who have signed a confidentiality agreement are permitted to handle confidential public health records. Confidentiality agreements must be signed at time of employment and every twelve months thereafter. Individuals are not authorized to access confidential surveillance information until the signed Confidentiality Agreements have been reviewed and signed by the supervisor of these individuals. Upon request, confidentiality agreements available for review by OA staff upon request.

E. PARTNER COUNSELING AND REFERRAL - CORE*

Goal: To reduce the number of new HIV/AIDS cases in California by offering assistance in the counseling and referral of sex and needle-sharing partners.

Objective 1

In conjunction with local HIV prevention and/or care programs and the local STD program, the Pubic Health Nurse will develop a protocol for referring Partner Counseling and Referral Service (PCRS) requests and needs to the appropriate PCRS program with the LHD. Assure that a good faith effort is made to inform identified partners of reported HIV/AIDS cases of their potential risk of HIV exposure. A designated LHD surveillance person will be responsible to receive and process all local and out of jurisdiction requests for elicitation, notification, counseling, referral, and follow-up of sex and needle-sharing partners.

As part of the ongoing surveillance effort, providers who report HIV/AIDS cases should be notified of the availability of HIV PCRS in the local health jurisdiction. LHD surveillance staff who will be conducting PCRS are encouraged to successfully complete the CDHS/OA HIV Counselor Training program and maintain current PCRS status.

OA surveillance coordinators promote the value of PCRS-based HIV prevention during routine site visits and in communications with health care providers.

Objective 2

Local surveillance programs are required to document collaboration with the local PCRS program for inclusion in their semi-annual surveillance reports.

F. ANALYSIS, DISSEMINATION, AND USES OF SURVEILLANCE DATA

Goal: In collaboration with the OA, plan, conduct, and disseminate studies of HIV/AIDS morbidity and mortality. All studies should adhere to confidentiality guidelines. (See HIV/AIDS Reporting Toolkit, Chapter 3, Security and Confidentiality)

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Objective 1
Assess ability to analyze HIV/AIDS surveillance data, disseminate the results, and use the information to detect local patterns and trends of the disease.

Objective 2

Prepare epidemiological summaries synthesizing HIV/AIDS case data for populations of local interest.

Objective 3

Disseminate HIV/AIDS surveillance information through: responses to data requests; direct contact with HIV/AIDS name based case reporting sources; presentations at conferences and meetings; publications, scientific journals, newsletters and bulletins of community and medical organizations.

Objective 4

Encourage the appropriate use of HIV/AIDS name based surveillance information for funding decisions, establishing public health priorities and making policy decisions. As part of the process, incorporate program awareness and knowledge to medical policy makers, health care providers, persons at risk for HIV infection, and the general population. Conduct further epidemiological investigations as needed and evaluate findings.

G. EVALUATION OF HIV/AIDS SURVEILLANCE SYSTEM

Goal: Monitor the timeliness and completeness of HIV/AIDS name based case reporting and direct HIV/AIDS case finding activities to ensure optimal use of surveillance resources.

Objective 1

Conduct validation studies of providers who treat HIV infected individuals to monitor HIV/AIDS name based case reporting and continue to encourage major providers to regularly monitor their records in the same way.

Objective 2

Develop, implement, and evaluate the effectiveness of surveillance activities and use evaluation outcomes to allocate appropriate resources.

*Core is an activity required by all counties.

Exhibit A, Attachment I
Facilities Listing

"A" facilities:

1. Memorial Medical Center Hospital
2. Memorial Pediatric/ Family HIV Clinic
3. Long Beach Veterans Hospital
4. St. Mary Hospital
5. St Mary's Care Clinic
6. LBDHHS Early Intervention Program
7. Long Beach Comprehensive Center
8. PMD- Laurie Mortara
9. PMD-Michael Lauermann
10. PMD-William Maletz
11. PMD-Gregory Strayer

"B" facilities

1. Pacific Hospital
2. Harbor General Hospital
3. LAC/USC
4. Long Beach Community Hospital
5. PMD-Marc Sonne
6. Harriman Jones
7. Talbert Medical Group
8. LBDHHS Tuberculosis Program
9. HGH (N24 Clinic)
10. LAC/ USC (5P21 Clinic)
11. Long Beach DIS Program
12. Center for Behavior Research and Services (CBRS)
13. Wells House

No "C" or "D" facilities

Exhibit A, Attachment II
Program Activities

1. Receive and review each HIV/AIDS report received from any source (M.D., lab, Office of AIDS (OA).
2. Check for duplication within Long Beach City HIV/AIDS records.
3. Check with OA case registry to learn whether the case has been previously reported.
4. If not previously reported, complete case report form. Contact doctor's office or hospital to review medical records if necessary. Assign state number as needed.
5. Enter incoming case reports on the HARS system. Record updates to cases on the HARS system and/or forward to OA.
6. Visit any provider's office to assist with completion of case report form as needed.
7. Submit Case Report form and/or encrypted electronic data to Los Angeles AIDS Surveillance Program using 'double envelope' protocol by hand delivery by our surveillance staff.
8. Contact previously reporting sites at least semi-annually to determine if there are new cases.
9. Contact other providers in the county at least annually to review HIV/AIDS reporting process.
10. Update old cases as new information is received (viral loads, death report, etc.)
11. Update previously reported HIV cases that are now classified AIDS by submitting a new case report form.
12. Investigate any No Reported Risk (NRR) cases as requested by OA staff.
13. Obtain information on HIV/AIDS cases from Public Health staff in Cancer Registry, STD, TB and CD programs as appropriate and submit updates.
14. Obtain HIV/AIDS information from Death Certificates as appropriate and submit updates.
15. Look for all opportunities to report old non-name HIV cases under names reporting when possible.
16. Respond to all requests from OA staff for clarification, de-duplication, etc. in a timely manner.
17. Document all surveillance activity for semi-annual reports.
18. Comply with all confidentiality requirements related to HIV/AIDS surveillance.
19. Review and reconcile a variety of reports received from OA (i.e., duplicates list, quality assurance list, and/or errors list).

Exhibit B
BUDGET
Year 1
July 1, 2007 to June 30, 2008

A. PERSONNEL	$232,771
B. OPERATING EXPENSES	$7,229
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$0
TOTALS	**$240,000**

Exhibit B
BUDGET
Year 2
July 1, 2008 to June 30, 2009

A. PERSONNEL	$232,771
B. OPERATING EXPENSES	$7,229
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$0
TOTALS	**$240,000**

Exhibit B
BUDGET
Year 3
July 1, 2009 to June 30, 2010

A. PERSONNEL	$232,771
B. OPERATING EXPENSES	$7,229
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$0
TOTALS	**$240,000**

Memorandum of Understanding (MOU)

CONTRACTOR: City of Long Beach
PROGRAM: Early Intervention Program

CONTRACT NUMBER: 07-65057
MOU NUMBER: EIP 07-59/4

1. MOU TERM

The term of this MOU shall be from July 1, 2007 through June 30, 2010.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $590,800 for the budget period of July 1, 2007 to June 30, 2008.
B. $590,800 for the budget period of July 1, 2008 to June 30, 2009.
C. $590,800 for the budget period of July 1, 2009 to June 30, 2010.
D. $1,772,400 for the entire MOU term.

3. MOU EXHIBITS

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

Exhibit A, entitled "Scope of Work," Year 1 consisting of eight pages.
Exhibit B, entitled "Budget," Year 1 consisting of one page.
Exhibit B, entitled "Budget," Year 2 consisting of one page.
Exhibit B, entitled "Budget," Year 3 consisting of one page.
Exhibit C, entitled "EIP Invoice Format," consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, govern this MOU. The STATE hereby certifies that the above referenced agreement and this MOU are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

Signature

Barbara Bailey, Acting Division Chief
Office of AIDS

10/11/07
Date

CITY OF LONG BEACH:

Signature

Patrick H. West, City Manager
Printed/Typed Name and Title

9/30/07
Date

APPROVED AS TO FORM

9/18, 2007
ROBERT E. SHANNON, City Attorney

By Tonia A. Conway
DEPUTY CITY ATTORNEY

5. PROGRESS REPORT SCHEDULE AND OTHER REQUIREMENTS

A. The CONTRACTOR shall complete and submit each progress and final report by the due dates specified below. The content of these reports will include, but not be limited to: progress accomplished on MOU objectives; progress on MOU activity schedules; major problems encountered and proposed resolutions to those problems; issues requiring contract monitor consultation; and data on client services. A final report shall be cumulative. Progress Report due dates are as follows unless Contractor obtains prior written approval from the State for an alternate submission date:

MOU PROGRESS REPORT	PERIOD	DUE DATE
YEAR 1		
FIRST	07/01/2007-12/31/2007	**02/15/2008**
SECOND	01/01/2008-06/30/2008	**08/15/2008**
YEAR 2		
FIRST	07/01/2008-12/31/2008	**02/15/2009**
SECOND	01/01/2009-06/30/2009	**08/15/2009**
YEAR 3		
FIRST	07/01/2009-12/31/2009	**02/15/2010**
SECOND	01/01/2010-06/30/2010	**08/15/2010**

B. Progress reports shall be submitted in accordance with the prescribed format provided by the STATE and any revisions thereto. If the CONTRACTOR does not submit acceptable progress reports in a timely manner, their invoices may be withheld from payment until acceptable reports are received. If a final report is submitted more than ninety days after expiration of the agreement term, the final invoice may not be honored unless the CONTRACTOR has obtained prior written approval from the STATE.

6. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Health Services	**City of Long Beach**
Dorcas Stendell, Contract Monitor Early Intervention Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5972 Fax: (916) 449-5959 E-Mail: Dstendel@dhs.ca.gov	Nettie DeAugustine City of Long Beach Department of Health and Human Services Early Intervention Project 2525 Grand Avenue Long Beach, CA 90815 Telephone: (562) 570-4340 Fax: (562) 570-4374 E-Mail: nedeaug@longbeach.gov

7. INVOICE FORMAT

For programs receiving funds for Bridge, Positive Changes, or Treatment Educators invoices shall be submitted in the format outlined in Exhibit C.

Exhibit A
Scope of Work

I. Mission Statement

The goals of the Early Intervention Program (EIP) are: (1) to prolong the health and productivity of HIV-infected persons, and (2) to interrupt the transmission of HIV.

II. Eligibility and Client Enrollment Status

1. Eligibility

   HIV-positive persons and at-risk, HIV-negative partners or family members are eligible for EIP enrollment. EIP clients must be 13 years of age or older. Those who are HIV-infected are eligible for all EIP services. At-risk, HIV-negative partners or family members of EIP clients are eligible for appropriate non-medical EIP services and for HIV testing.

2. Enrollment Status

   A. Active Client -- An HIV-infected client enrolled in the EIP is considered *active* as long as: (1) the client receives regular assessments in each of the EIP core service areas (described in Section III.1. below) at six month intervals, (2) the client is provided all necessary and appropriate services on an ongoing basis, as determined by the assessment process, and (3) the EIP medical services continue to meet the client's medical needs, i.e., ongoing intensive or end-stage medical care is not necessary. At risk HIV-negative clients are active as long as their psychosocial/case management, treatment/health education, and/or transmission prevention/risk reduction needs are assessed at six-month intervals and services are provided as needed.

   B. Transitioned Client -- An enrolled HIV-positive EIP client whose medical needs intensify, *requiring ongoing, intensive medical care beyond the scope of EIP*, remains eligible for participation in the non-medical components of EIP but should be referred to an HIV/AIDS medical provider able to provide intensive and/or end-stage care. This client is considered *transitioned* because he or she is receiving all EIP services except medical. To remain in the EIP, these persons must continue to receive non-medical assessments and services, as appropriate.

   C. Disenrolled Clients -- Clients should be disenrolled from EIP if they voluntarily choose to end their participation, are lost to follow-up, move out of the area, are deceased, or have successfully accessed another source(s) of comprehensive HIV/AIDS services. A client who has not accessed services and/or has not responded to multiple attempts to contact him/her for six months beyond the last scheduled assessment appointment should be *disenrolled*.

Exhibit A
Scope of Work

III. Core Services

The Contractor's EIP site (i.e., Early Intervention Project, Women's Early Intervention Center) shall maintain an active caseload of at least 200 clients. An EIP site funded as a Community of Color (COC) project must serve a caseload that is at least 75 percent people of color.

All EIP clients shall receive assessments in core service areas every six months, and all clients shall receive necessary, appropriate, ongoing services based on the periodic assessments and resulting individual service plans.

1. **EIP services** to be provided, as client needs dictate, include, but are not limited to:

   A. **Medical Evaluation and Minor (or Limited) Medical Services** – medical evaluations of EIP clients' health status and health care needs through comprehensive, physical examinations and laboratory evaluations. Medical services include the prescribing and monitoring of prophylactic and antiretroviral therapies, as well as outpatient preventive and therapeutic medical services related to HIV infection. Medication/drug costs are *not* allowable.

   B. **HIV Transmission Risk Reduction** -- interventions and strategies to eliminate or reduce high-risk HIV transmission behaviors. Risk reduction services include, but are not limited to, an assessment of each client's transmission risk and, if needed, risk behavior change intervention and support (including referrals to specialized interventions and/or programs). These services may also include education about the transmission risks associated with various behaviors, laboratory tests for sexually transmitted disease (STD) screening, and skills building. Women should be advised about the risks of transmitting the virus if pregnant or to their breastfeeding infant, and treatment options that would limit vertical transmission should be discussed.

   C. **Psychosocial Services** -- a psychological and social evaluation by a mental health practitioner to assess a client's emotional and interpersonal adjustment to living with HIV infection. It includes, but is not limited to, social history, mental status, and a basic living needs assessment. Individual or couples short-term psychosocial counseling services or support groups may be provided. EIP sites may also provide crisis-counseling services. If clients need long-term psychotherapy or psychiatric care, they should be referred and linked to other mental health services.

Exhibit A
Scope of Work

D. **Health and Treatment Education** -- services provided to encourage and assist EIP clients in maximizing their health, productivity and quality of life. Health Education includes an assessment of each client's knowledge about basic body functions and health and nutrition in general, as well as their understanding of HIV disease, including its effects and transmission risk. The Treatment Education component includes information and strategies that help clients make treatment decisions, manage side effects, and achieve and maintain adherence to treatment and care plans.

E. **Case Management** -- the process through which a case manager coordinates a core case management team to accomplish the functions of initial and ongoing comprehensive client assessments and the development, implementation, and evaluation of the Individual Service Plan. The case manager is also responsible for providing referrals and linkages with appropriate client services (e.g., practical support including transportation, food, and housing, benefits counseling, and alcohol and drug treatment services, etc.) and serving as the client's advocate.

2. For selected EIP sites, participation in **Positive Changes** (formerly known as HIV Transmission Prevention Program (HTPP)) includes the following services and standards:

A. The Contractor, via a Positive Changes Risk Reduction Specialist, will provide intensive HIV risk reduction behavior change interventions and support for high risk, HIV-infected individuals enrolled in the EIP who are experiencing difficulty initiating or sustaining practices that reduce or prevent HIV transmission. The Risk Reduction Specialist, who is a member of the EIP interdisciplinary team, has separate and distinct duties from the EIP mental health practitioner performing EIP psychosocial assessments and services.

B. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:

1) Demonstrate the availability of sufficient numbers of clients assessed at very high risk for transmitting HIV.

2) Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.

3) Hire a licensed mental health clinician as the Risk Reduction Specialist to work exclusively with clients who may have failed to respond to less intensive methods of risk reduction and who continue to engage in behaviors/activities that will transmit HIV.

Exhibit A
Scope of Work

4) Commit the Risk Reduction Specialist to participate in ongoing staff trainings including, but not limited to, attendance at the required Positive Changes meetings and/or trainings and attendance at the statewide EIP Conference.

3. For selected EIP sites, participation in the **Bridge Project** includes the following services and standards:

A. The Contractor, via a Bridge Worker, gradually engages HIV-infected persons who are out of care or lost to care into the full range of available HIV care, treatment, and prevention services. Target populations are those out-of-care, HIV-infected persons of color or other vulnerable and/or marginalized populations who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. As a member of the EIP interdisciplinary team, the Bridge Worker will take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in EIP services. When the EIP is not the best option for an HIV-infected person, the Bridge Worker may link and support the individual in accessing other suitable care and treatment services. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:

1) Hire an individual as the Bridge Worker who reflects the community being served and who must have significant experience in at least three of the following areas: street-based outreach, HIV counseling and testing, prevention case management, psychotherapy or counseling, health education, or HIV case management.

2) Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.

3) Be able to commit the Bridge Worker to participate in ongoing staff trainings including, but not limited to, certification as an HIV treatment educator, attendance at the statewide EIP Conference or regional trainings and other required Bridge Project meetings and/or trainings.

Exhibit A
Scope of Work

4. Selected EIP sites are specifically funded for **Treatment Educator** positions. This includes the following services and standards:

   A. The Contractor, via a Treatment Educator, will provide comprehensive HIV treatment, adherence and clinical trials education to clients. The Treatment Educator will provide information and facilitate access to HIV treatments, clinical trials, and other programs that can increase access to treatments. The Treatment Educator will work closely with members of the EIP interdisciplinary team and will keep clients updated on treatment and adherence information. The Treatment Educator must be knowledgeable about side effects and drug interactions between HIV antiretroviral medications, other HIV/AIDS related treatments, medications unrelated to HIV and recreational/street drugs. The Treatment Educator will work closely with the EIP team to identify individual cofactors that may influence medication options and challenge client's adherence to an antiretroviral medication regimen; i.e., consistent and flexible access to food and water, ability to maintain dosing schedules with the client's lifestyle. The Treatment Educator will work with the client to create a treatment adherence plan. The Treatment Educator will function as an integral part of the client's support team.

   B. The Contractor must commit the Treatment Educator to participation in meetings or trainings, including successful completion of training to be a certified Treatment Educator as well as the statewide EIP conference or regional trainings.

5. These services must be provided for clients living in the Contractor's service area, which includes **the City of Long Beach**. Clients living outside of the service area may also be served, but priority shall be given to providing EIP services for clients living within the service area. Services may not be denied due to the lack of ability to pay for services. Services may not be denied based on immigration status. Services may not be denied based on area of residence within California.

IV. Program Standards

The EIP Contractor must adhere to the following minimum program standards:

1. The Contractor must have the organizational and administrative capabilities to support the program services and activities. The Project Director is responsible for quality assurance and utilization review activities for the Project/Center as required by the current EIP Protocol.

2. The Contractor must maintain personnel records and assure that staff meet appropriate levels of licensure, certification, education, and experience as required in the current EIP Protocol.

Exhibit A
Scope of Work

3. The Contractor ensures that the Project/Center responds to the needs of the clients in its service area, is sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and provides services that are linguistically and culturally appropriate as required by the current EIP Protocol. EIP services may not be denied due to immigration status or place of residence within California.

4. The Contractor ensures that client records are updated in a timely manner; are protected from theft, destruction, and unauthorized access and are kept confidential at all times, as detailed in the current EIP Protocol.

5. The Contractor assures that appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment are available for the provision of EIP services and practical support functions, as detailed in the current EIP Protocol. All EIP facilities must be approved by the California Department of Health Services, Office of AIDS (CDHS/OA) EIP before implementation of EIP services and before a change in EIP location.

6. The Contractor ensures the protection of the client's privacy and confidentiality at all times, as detailed in the current EIP Protocol. In addition, federal law requires that individuals have a right of access to inspect and obtain a copy of their protected health information (PHI) in a designated record set, for as long as the health information is maintained by a CDHS health plan, CDHS providers, or business associates. There are limited exceptions to an individual's right of access PHI. (45 C.F.R. s 164.524).

7. The Contractor accurately and consistently collects data on all EIP clients in a manner that is consistent with the current EIP Protocol. The Contractor must have data reporting capabilities sufficient to comply with the EIP Data Reporting Procedures specified in the EIP Protocol, including computer hardware, software, staff, etc.

8. The Contractor ensures that study questionnaires are not administered to, and research projects are not conducted on EIP clients without prior consent of the CDHS/OA/EIP. Contractor additionally ensures that clients are fully informed and provide written consent for participation in any study questionnaires and/or research activities.

9. The Contractor ensures that each EIP client's core case management team meets on a regular, on-going basis to assess and meet the needs of the EIP client through coordinated care.

Exhibit A
Scope of Work

10. The Contractor identifies public and private payers of early intervention services and makes appropriate efforts to maximize reimbursements. The EIP staff determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine a client's share-of-cost. The Contractor shall place any income generated by the EIP into an identifiable account to be used exclusively for the enhancement or augmentation of the EIP site or returned to the CDHS/OA. Early intervention services shall not be denied due to inability to pay for services.

11. The Contractor must adhere to all provisions of the current EIP Protocol, as well as guidelines and advisories for EIP and/or its associated programs, Positive Changes, Bridge Project, or Treatment Education. The Contractor ensures compliance with these program standards unless variations have been reviewed and approved in writing by the CDHS/OA/EIP prior to implementation.

V. Meetings or Trainings

1. The Contractor must agree to send at least one person from each EIP discipline (case manager, mental health practitioner, medical clinician, health educator, administrator, support staff; and, if applicable, risk reduction specialist, bridge worker, and treatment educator) to the statewide EIP conference or regional trainings and should budget accordingly. This applies to each EIP site, including Women's Centers and Regional Rural Projects. Laboratorians, nutritionists, and local HIV/AIDS care providers may also attend the EIP conference or regional trainings as space permits.

VI. Definitions:

1. A Core Case Management Team is the interdisciplinary team of EIP staff who assess and meet the appropriate needs of an EIP client including, but not limited to medical clinician, health educator, mental health practitioner, case manager, risk reduction specialist, treatment educator/advocate, bridge worker, and the client.

2. An Individual Service Plan is the individualized plan written (or revised) after each periodic set of EIP assessments (i.e., "comprehensive assessment") to define priority areas for needed services and the steps to be taken to meet client needs. It is designed to assist in the coordination of the client's care.

3. A Comprehensive Assessment is a complete series of assessments and evaluations that takes place for each client every six months, at a minimum. The comprehensive assessment includes the following components: medical, transmission risk reduction, psychosocial, health/treatment education, and case management.

Exhibit A
Scope of Work

4. A Regional Rural Early Intervention Project is a network of rural EIP sites within a geographic area comprised of two or more counties or local health jurisdictions. Some rural regions are divided into sub-regions for service delivery. EIP services must be accessible, equitable, and consistent throughout the region.

Exhibit B
BUDGET
Year 1
July 1, 2007 to June 30, 2008

A. PERSONNEL	$521,596
B. OPERATING EXPENSES	$49,572
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$19,632
TOTALS	**$590,800**

Exhibit B
BUDGET
Year 2
July 1, 2008 to June 30, 2009

A. PERSONNEL	$521,596
B. OPERATING EXPENSES	$49,572
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$19,632
TOTALS	**$590,800**

Exhibit B
BUDGET
Year 3
July 1, 2009 to June 30, 2010

A. PERSONNEL	$521,596
B. OPERATING EXPENSES	$49,572
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$19,632
TOTALS	**$590,800**

Exhibit C
EIP Invoice Format

MUST BE PRINTED ON AGENCY LETTERHEAD

OA Tracking #:

OA Date Stamp

Contractor Name (as it appears on the STD 213)

Contract Number

Mailing Address

MOU Number

Period of Service (month / year)

Program Name: Early Intervention Program

			Amounts
A.	PERSONNEL		$
	EIP	$	
	Positive Changes	$	
	Bridge	$	
	Treatment Educ	$	
B.	OPERATING EXPENSE		$
	EIP	$	
	Positive Changes	$	
	Bridge	$	
	Treatment Educ	$	
C.	CAPITAL EXPENDITURES		$
	EIP	$	
	Positive Changes	$	
	Bridge	$	
	Treatment Educ	$	
D.	OTHER COSTS		$
	EIP	$	
	Positive Changes	$	
	Bridge	$	
	Treatment Educ	$	
E.	INDIRECT COSTS		$
	EIP	$	
	Positive Changes	$	
	Bridge	$	
	Treatment Educ	$	
	LIFE	$	
TOTAL INVOICE			$
	EIP	$	
	Positive Changes	$	
	Bridge	$	
	Treatment Educ	$	

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

OA Review:

(Initial & Date)

Calforina Department of Health Services Use Only

California Department of Health Services
Office of AIDS
MS 7700
P.O. Box 997426
Sacramento, CA 95899-7426

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached to each incorporated MOU.

B. Invoices shall include the Agreement Number, MOU Number and shall be submitted not more frequently than monthly in arrears to:

Invoice Desk
California Department of Health Services
Office of AIDS
MS 7700 (Required)
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

C. Invoices shall:

1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract and applicable MOU.
2) Bear the Contractor's name as shown on the agreement and MOU.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDHS.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

Program	Year 1	Year 2	Year 3	Total
HIV Prevention	$749,656	$749,656	$749,656	$2,248,968
HIV Counseling and Testing	$285,895	$285,895	$285,895	$857,685
HIVAIDS Surveillance	$240,000	$240,000	$240,000	$720,000
Early Intervention	$590,800	$590,800	$590,800	$1,772,400

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of each MOU's annual contract total, not to exceed a maximum of one hundred thousand ($100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The $100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

Exhibit B
Budget Detail and Payment Provisions

D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. Expense Allowability / Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDHS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".

E. Costs and/or expenses deemed unallowable are subject to recovery by CDHS. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:

1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

2) A repayment schedule which is agreeable to both the State and the Contractor.

B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B, Attachment I
Invoice Format

MUST BE PRINTED ON AGENCY LETTERHEAD

OA Tracking #:

OA Date Stamp

Contractor Name (as it appears on the STD 213)

Contract Number

Mailing Address

MOU Number

Period of Service (month / year)

Program Name:

		Amounts
A.	PERSONNEL	$
B.	OPERATING EXPENSE	$
C.	CAPITAL EXPENDITURES	$
D.	OTHER COSTS	$
E.	INDIRECT COSTS	$
TOTAL INVOICE		$
(LESS ADVANCE PAYMENT - if applicable)		$
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

OA Review:

(Initial & Date)

FOR CALIFORNIA DEPARTMENT OF HEALTH SERVICES USE ONLY

California Department of Public Health
Office of AIDS
MS 7700
P.O. Box 997426
Sacramento, CA 95899-7426

Exhibit B, Attachment II
Advance Payment Provisions

1. Advance Payment Authority and Limitation

Pursuant to Health and Safety Code Section 100236, CDHS is required, within sixty days of the beginning of each fiscal year, to advance a local health department twenty-five percent (25%) of the annual state General Fund allocation, subvention, or reimbursement required by a local health department for the delivery of HIV education and prevention services.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

A. The Master Agreement and the HIV Prevention Program Memorandum of Understanding (MOU) are fully executed.

B. The Contractor is two or fewer quarters in arrears in billing the State for the previous year's program.

C. The complete request form has been submitted.

3. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this agreement and the HIV Prevention Program MOU.

4. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this agreement, advanced funds shall be liquidated:

1) No later than June 30th of the fiscal year in which the advance was issued, or

2) Prior to the expiration or termination date or at the time if the agreement and/or MOU expires or is terminated prior to June 30th,

3) According to the repayment schedule that is determined by CDHS and confirmed in writing to the Contractor.

B. If any advanced funds have not been liquidated upon completion or termination of this agreement and/or MOU, the balance thereof shall be:

1) Promptly paid by the Contractor to CDHS upon demand, or

2) Deducted from any sum otherwise due to the Contractor from CDHS, or

3) Deducted from any sum that may become due to the Contractor from CDHS.

GTC 307

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

Special Terms and Conditions

(For federally funded service contracts and grant awards)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "grant", "Grantee" and "Subgrantee" respectively.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this agreement unless the provisions are removed by reference on the face of the agreement, the provisions are superseded by an alternate provision appearing elsewhere in the agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. 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 career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDHS, the Contractor may request in writing to CDHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from CDHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDHS' Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by CDHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDHS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by CDHS or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

(1) **Major equipment**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more that is listed on the CDHS Asset Management Unit's Minor Equipment List and is either furnished by CDHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the CDHS program contract manager.

(3) **Miscellaneous property**: A specific tangible item with a life expectancy of one (1) year or more that is either furnished by CDHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDHS program contract manager, to have all remaining equipment purchased through CDHS' Purchasing Unit. The cost of equipment purchased by or through CDHS shall be deducted from the funds available in this agreement. Contractor shall submit to the CDHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the CDHS program contract manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDHS, prior written authorization from the appropriate CDHS program contract manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDHS (e.g., when CDHS has a need to monitor certain purchases, etc.), CDHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor

purchase that CDHS determines to be unnecessary in carrying out performance under this agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by CDHS and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the term equipment and/or miscellaneous property is used in Provision 4, the definitions in Provision 3, Paragraph a shall apply.

Unless otherwise stipulated in this agreement, all equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement shall be considered state equipment and the property of CDHS.

(1) CDHS requires the reporting, tagging and annual inventorying of all equipment and/or miscellaneous property that is furnished by CDHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the CDHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDHS Funds) does not accompany this agreement, Contractor shall request a copy from the CDHS program contract manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the CDHS program contract manager using a form or format designated by CDHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the CDHS program contract manager. Contractor shall:

(a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDHS according to the instructions appearing on the inventory form or issued by the CDHS program contract manager.

(c) Contact the CDHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDHS' Asset Management Unit.

b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation

or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.

(1) In administering this provision, CDHS may require the Contractor and/or Subcontractor to repair or replace, to CDHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDHS program contract manager.

e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, shall only be used for performance of this agreement or another CDHS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the CDHS program contract manager and shall, at that time, query CDHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to CDHS. Final disposition of equipment and/or miscellaneous property shall be at CDHS expense and according to CDHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by CDHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, CDHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different CDHS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDHS under this agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to CDHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDHS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDHS program contract manager.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to CDHS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.

[3] The insurance carrier shall notify the California Department of Health Services (CDHS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: http://sam.dgs.ca.gov.

b. CDHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.

(1) Upon receipt of a written notice from CDHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDHS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDHS. CDHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDHS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDHS, make copies available for approval, inspection, or audit.

e. CDHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.

f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDHS to the Contractor, to permit CDHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 32.

6. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to CDHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDHS under this agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.

(1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

d. CDHS has the option to invalidate or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

(1) Except where CDHS has agreed in a signed writing to accept a license, CDHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement.

(2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing

those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of CDHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of CDHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDHS. **Except as otherwise set forth herein, neither the Contractor nor CDHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDHS in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDHS in establishing or maintaining CDHS' exclusive rights in the Intellectual Property, and in assuring CDHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDHS and which result directly or indirectly from this agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to CDHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement, shall include CDHS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2006, etc.]*, California Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to CDHS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDHS' prior written approval; and (ii) granting to or obtaining for CDHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and CDHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to CDHS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.

(c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure

obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDHS in this agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

(2) CDHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. CDHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS.

(2) Should any Intellectual Property licensed by the Contractor to CDHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS. CDHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-

infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS would suffer irreparable harm in the event of such breach and agrees CDHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDHS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this contract and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDHS without prior written authorization from the CDHS program contract manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDHS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDHS program contract manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDHS, all dispute, grievance and/or appeal correspondence shall be directed to the CDHS program contract manager.

e. There are organizational differences within CDHS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDHS a report of an audit other than an OMB A-133 audit, the

Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDHS program contract manager shall forward the audit report to CDHS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The CDHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this agreement, Contractor agrees that if any performance under this agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDHS shall act upon the proposal within 60 days after receipt of the written proposal. CDHS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDHS will initiate an amendment to this agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDHS program funding this contract.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDHS may terminate this agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDHS shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this contract, CDHS may, at its discretion, withhold 10 percent (10%) of the face amount of the agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDHS receives a final report that meets the terms, conditions and/or scope of work requirements of this agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDHS. Negative performance evaluations may be considered by CDHS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the agreement.

(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDHS program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Attachment 1

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Services
(Name of the CDHS program providing the funds)
(Program's Street Address, Room Number, and MS Code)
P.O. Box 997413
Sacramento, CA 95899-7413

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year quarter date of last report

4. Name and Address of Reporting Entity: Prime Subawardee Tier , if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):

(attach Continuation Sheets(s) SF-LLL-A, If necessary)

11. Amount of Payment (check all that apply): $ __ actual __ planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify:
12. Form of Payment (check all that apply): a. cash b. in-kind, specify: Nature Value	

14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:

(Attach Continuation Sheet(s) SF-LLL-A, If necessary)

15. Continuation Sheet(s) SF-LLL-A Attached: Yes ___ No ___

16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $19,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDHS, as required by program directives. CDHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDHS will maintain on file, all documents referenced herein and any subsequent updates.

1) PREV 07-59/1 HIV Prevention Program MOU
2) HIV 07-59/2 HIV Counseling and Testing Program MOU
3) SP 07-59/3 HIV/AIDS Surveillance Program MOU
4) EIP 07-59/4 Early Intervention Program MOU
5) HIV/AIDS Reporting Toolkit

2. Contract Amendments

Should either party, during the term of this agreement or MOU, desire a change or amendment to the terms of an MOU, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through an amendment to an MOU. No MOU amendment will be considered binding on either party until it is formally approved by the State.

3. MOU Amendments

Should either party, during the term of this agreement or MOU, desire a change or amendment to the terms of the MOU, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a MOU amendment process. No MOU amendment will be considered binding on either party until it is formally approved by the State.

4. Cancellation / Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from CDHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

5. Avoidance of Conflicts of Interest by Contractor

A. CDHS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus,

Exhibit E
Additional Provisions

CDHS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDHS review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDHS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDHS and cannot be resolved to the satisfaction of CDHS, the conflict will be grounds for terminating the contract. CDHS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

6. Insurance Requirements

The Contractor agrees to furnish to CDHS a letter certifying that it possesses and/or will obtain self-insurance in an amount that is sufficient to cover bodily injury and property damage liability combined that might arise under this agreement. Self insurance coverage shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, and other applicable liability that may arise under this agreement. The liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

7. Freeze Exemptions

(Applicable only to local government agencies.)

A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.

C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.

Exhibit E
Additional Provisions

D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

8. Departmental Reorganization

A. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (CDHS) as the California Department of Health Care Services (DHCS).

B. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.

C. Agreements approved on or after July 1, 2007 that refer to CDHS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.

D. As a result of the departmental reorganization discussed above, various CDHS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, CDHS reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Contractor supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.

Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** _____ entered into between the State of California Department of Health Services (CDHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDHS or purchased with or reimbursed by contract funds)

Unless CDHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDHS, at CDHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDHS Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Mileage Reimbursement Rate Increase Effective January 1, 2007)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by CDHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	$ 84.00 plus tax
Counties of Los Angeles and San Diego	$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	$140.00 plus tax

      Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the *California* Department of Health Service or his or her designee. Receipts are required.

      *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	**Reimbursement Rate**
Breakfast	$ 6.00
Lunch	$ 10.00
Dinner	$ 18.00
Incidental expenses	$ 6.00

   d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDHS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

   f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDHS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

   At CDHS' discretion, changes or revisions made by CDHS to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDHS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change was approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be ***48.5 cents*** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	• Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

Exhibit H
Memorandum of Understanding (MOU)
Sample

CONTRACTOR: _____ **CONTRACT NUMBER:** _____
PROGRAM: _____ **MOU NUMBER:** _____

1. MOU TERM

The term of this MOU shall be from July 1, 2007 through June 30, 2010.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $ _____ for the budget period of July 1, 2007 to June 30, 2008.
B. $ _____ for the budget period of July 1, 2008 to June 30, 2009.
C. $ _____ for the budget period of July 1, 2009 to June 30, 2010.
D. $ _____ for the entire MOU term.

3. MOU EXHIBITS

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

Exhibit A - "Scope of Work," Year 1 consisting of __ pages.
Exhibit A - "Scope of Work," Year 2 consisting of __ pages.
Exhibit A - "Scope of Work," Year 3 consisting of __ pages.
Exhibit B - "Budget," Year 1 consisting of one page.
Exhibit B - "Budget," Year 2 consisting of one page.
Exhibit B - "Budget," Year 3 consisting of one page.

4. MOU EXEMPTION

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, govern this MOU. The STATE hereby certifies that the above referenced agreement and this MOU are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

_____
Signature

Barbara Bailey, Acting Division Chief
Office of AIDS

_____
Date

«Contractor»:

_____
Signature

_____
Printed/Typed Name and Title

_____
Date

5. PROGRESS REPORT SCHEDULE AND OTHER REQUIREMENTS

A. The CONTRACTOR shall complete and submit each progress and final report by the due dates specified below. The content of these reports will include, but not be limited to: progress accomplished on MOU objectives; progress on MOU activity schedules; major problems encountered and proposed resolutions to those problems; issues requiring contract monitor consultation; and data on client services. A final report shall be cumulative. Progress Report due dates are as follows unless Contractor obtains prior written approval from the State for an alternate submission date:

MOU PROGRESS REPORT	PERIOD	DUE DATE
YEAR 1		
FIRST	07/01/2007-12/31/2007	**02/15/2008**
SECOND	01/01/2008-06/30/2008	**08/15/2008**
YEAR 2		
FIRST	07/01/2008-12/31/2008	**02/15/2009**
SECOND	01/01/2009-06/30/2009	**08/15/2009**
YEAR 3		
FIRST	07/01/2009-12/31/2009	**02/15/2010**
SECOND	01/01/2010-06/30/2010	**08/15/2010**
FINAL	07/01/2007 – 06/30/2010	**09/30/2010**

B. Progress reports shall be submitted in accordance with the prescribed format provided by the STATE and any revisions thereto. If the CONTRACTOR does not submit acceptable progress reports in a timely manner, their invoices may be withheld from payment until acceptable reports are received. If a final report is submitted more than ninety days after expiration of the agreement term, the final invoice may not be honored unless the CONTRACTOR has obtained prior written approval from the STATE.

6. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Health Services	**County of XXXXXX**
Contract Monitor Program Name Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-XXXX Fax: (916) 449-XXXX E-Mail: XXXXXXXXX	Contractor Contact Address City, CA 9XXXX Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-Mail: XXXXXXXX

Exhibit I

CONTRACTOR EQUIPMENT PURCHASED WITH CDHS FUNDS

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

'act's Telephone Number: _____

Date Current Contract Expires: _____

CDHS Program Name: _____

CDHS Program Contract Manager: _____

CDHS Program Address: _____

_____

CDHS Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/CDHS PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR HAS 1203
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to tag contract equipment and/or property (see definitions A and B) which is purchased with CDHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDHS equipment and/or miscellaneous property has been received, the CDHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDHS AM. The CDHS Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM),* Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDHS Program Contract Manager, AM will fill in the first column with the assigned state/CDHS property tag, if applicable, for each item (see definitions A and B). AM will return the original form to the CDHS Program Contract Manager, along with the appropriate property tags. The CDHS Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDHS warehouse and was issued a state/CDHS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. **Major Equipment:**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

   These items are issued green numbered state/CDHS property tags.

   B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. **These items are issued green unnumbered "BLANK" state/CDHS property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDHS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDHS Purchase Order (STD 65) number if the items were purchased by CDHS.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, Sacramento, CA 95899-7413.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.

7. Use the version on the CDHS Intranet forms site. The HAS 1203 consists of one page for completion and one page with information and instructions.

Exhibit J

INVENTORY/DISPOSITION OF CDHS-FUNDED EQUIPMENT

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

Contractor's Telephone Number: _____

Date Current Contract Expires: _____

CDHS Program Name: _____

CDHS Program Contract Manager: _____

CDHS Program Address: _____

_____

CDHS Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/CDHS PROPERTY TAG (If motor vehicle, list *license number.*)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS ASSET MGMT. USE ONLY - CDHS Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL—PROGRAM USE ONLY*
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR HAS 1204
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to; (a) conduct an inventory of CDHS equipment and/or property (see definitions A and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDHS funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDHS Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDHS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDHS tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted HAS 1203s**, "Contractor Equipment Purchased with CDHS Funds." AM will contact the CDHS Program Contract Manager if there are any discrepancies.

Disposal: *(Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* The HAS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDHS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the state/CDHS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/CDHS property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property:

   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/CDHS property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1405, Sacramento, CA 95899-7413.

5. Use the version on the CDHS Intranet forms site. The HAS 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Exhibit K
California Department of Health Services /Office of AIDS (CDHS/OA)
Contractors Guidelines – Mobile Devices

All Office of AIDS contractors and subcontractors must adhere to the following requirements whether or not the mobile device(s) are purchased with State funds.

Mobile computing has become an inherent part of doing business. Most mobile devices have the capacity to store information (data). Because information can also be portable, all contractors must ensure due diligence is taken to protect mobile devices and data, regardless of whether or not the information is considered sensitive or confidential.

For the purposes of this policy, mobile devices are defined as laptops, mobile phones, wearable computers, personal digital assistants (PDAs), and USB flash drives, memory sticks, smart cards, diskettes, zip disks, CD-R/CD-RW, DVD±R/DVD±RW, removable/portable hard drives, etc. This definition is applicable to any new mobile device technology as it is developed.

These guidelines do not alleviate the contractor's responsibilities for adhering to federal HIPAA regulations for electronic protected health information. Additionally, individual CDHS/OA programs may issue directives to their contractors that further expand on these guidelines.

Policy/Procedural

Contractors must demonstrate accountability and due diligence in the use of mobile devices to conduct CDHS/OA activities. The proper safeguarding of mobile devices is imperative. Contractors must ensure that:

1. All mobile devices are secured at all times.
2. When offsite, mobile devices are kept with users at all times and never left unattended regardless of users' situation in airports, automobiles, hotels, etc.
3. Precautions are implemented to prevent others from viewing on-screen data in public locales.
4. Users sign an agreement through which they acknowledge their understanding of mobile device usage and responsibilities. These agreements must be kept up to date and available for review by a CDHS/OA representative.
5. Identification numbers of the mobile devices are recorded and kept separate in a safe place. They must not be stored with the mobile device or in the carrying case.
6. Mobile devices used for CDHS/OA related business are available for inspection by CDHS/OA, upon request.
7. CDHS/OA is notified immediately if a mobile device used in the performance of CDHS/OA activities is lost or stolen.

Security/Confidential Information

Information related to HIV/AIDS must be kept as secure as possible. Contractors must ensure that:

1. Data files on mobile devices contain confidential information (client-identifying information such as names, social security numbers, unique record number (URN), addresses, telephone numbers, email addresses, medical record numbers, etc.) only if specifically authorized in writing by CDHS/OA.

Exhibit K
California Department of Health Services /Office of AIDS (CDHS/OA)
Contractors Guidelines – Mobile Devices

2. CDHS/OA requires the use of data encryption technology to protect confidential information. Encryption can be implemented at the drive, folder, or file level.
3. When applicable, a disk drive lock should be installed on the mobile device.
4. Mobile devices are password protected and enable password protection after a preset amount of inactivity. Passwords must have a minimum of eight characters including the use of upper and lower case letters and numbers. Passwords must not be shared or written down and must be changed every 60 days.
5. Mobile devices are protected by a power-on password.

Software

Many mobile devices utilize software products to provide functionality. Software flaws can leave mobile devices vulnerable to external threats. Contractors must ensure that:

1. When applicable, all mobile devices have anti-virus software and security patches installed and updated on a regular (at least monthly) basis.
2. Computer software is acquired from reputable sources that assure the integrity of the software.
3. All commercial software installed on each device must have a valid license, and software license agreements, terms and conditions, and copyright laws must be strictly followed.
4. Reasonable steps are taken to protect against the installation of unlicensed or malicious software.

Disposition

Mobile devices are often reassigned, replaced or decommissioned as staff and technology changes. The information contained in mobile devices needs to be properly disposed of when mobile devices are reused, recycled, or otherwise disposed of. Contractors must ensure that:

1. Methods for sanitizing a mobile device do not allow for the retrieval of data using data recovering/salvaging software or services.
2. Mobile devices that contain confidential information are sanitized or destroyed before being designated as excess or surplus, reassigned to other staff, or before being sent off-site for repair.
3. Mobile devices that contain confidential information are sanitized by an appropriate method such as wiping/overwriting or degaussing (demagnetizing) before reuse or retirement. Alternatively, mobile devices may be physically destroyed by a method that leaves the device's data unrecoverable (shredding, incineration, etc.).