

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

703



FROM: Department of Public Health

SUBMITTAL DATE:

May 20, 2014

SUBJECT: Ratify First Amendment to the Agreement #13-20247 with California Department of Public Health HIV Prevention Program. All Districts. [\$1,730,676] 100% funded by the State of California.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify First Amendment to the Grant Agreement #13-20247 between the California Department of Public Health and County of Riverside Department of Public Health to extend the period of performance to January 1, 2014 through December 31, 2015 for an additional amount of \$1,730,676;
2. Authorize the Chairman of the Board to sign four (4) originals of the First Amendment with the State and two (2) originals of the CCC-307 Contractor Certification; and
3. Authorize the County Purchasing Agent to sign subsequent amendments that do not change the substantive terms of the agreement.

BACKGROUND:

(Continued on Page 2)

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: _____
Departmental Concurrence

Carley Linn Carley Linn
Carley Linn, Deputy Director for
Susan D. Harrington, Director

DH:rl

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 432,669	\$ 865,338	\$ 1,730,676	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% funded by the State of California
Budget Adjustment: No
For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 08/20/13, Item 3.62 | District: All/All | Agenda Number:

3-47

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify First Amendment to the Agreement #13-20247 with California Department of Public Health HIV Prevention Program. All Districts. [\$1,730,676] 100% funded by the State of California.

DATE: May 20, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The Department of Public Health, HIV/AIDS Program has received funds for HIV services from the California Department of Public Health since 1984. This agreement will support HIV Prevention Services for the next 2 years.

Staff and supplies will be funded to provide the following preventive services: targeted HIV testing to high-risk populations, linking newly diagnosed HIV positive individuals to services, HIV Partner Services, behavioral interventions, and social marketing. These services will be at various locations throughout the County, including public health clinics, targeted outreach sites, and community based organizations.

The Riverside County Department of Public Health received this contract from the State of California Department of Public Health on March 5, 2014. This Form 11 and attachments were subsequently submitted through the County's approval process as soon as possible after receipt.

Impact on Residents and Businesses

Acceptance of this grant will allow the Department of Public Health to continue performing HIV/STD activities which will allow the early detection of disease and assist those identified, linking to treatment.

SUPPLEMENTAL:

Additional Fiscal Information

The HIV Prevention Agreement is 100% funded by the State of California Department of Public Health.

<u>FY</u>	<u>Previous</u>	<u>Additional</u>	<u>Total</u>
13/14	\$ 437,374	\$ 432,669	\$ 870,043
14/15	-	\$ 865,338	\$ 865,338
15/16	-	\$ 432,669	\$ 432,669
Total Amount	\$ 437,374	\$ 1,730,676	\$ 2,168,050

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

Agreement Number 13-20247	Amendment Number A01
Registration Number:	

Check here if additional pages are added: 1 Page(s)

1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name Also known as CDPH or the State
California Department of Public Health
 Contractor's Name (Also referred to as Contractor)
County of Riverside
2. The term of this **July 1, 2013** through **December 31, 2015**
 Agreement is:
3. The maximum amount of this **\$ 2,168,050**
 Agreement after this amendment is: **Two Million, One Hundred Sixty Eight Thousand, Fifty Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment increases the funding level and extends the term of this agreement by 2 years due to a revised state allocation formula for this program.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- III. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$1,730,676 and is amended to read: ~~\$437,374 Four Hundred Thirty Seven Thousand, Three Hundred Seventy Four Dollars~~
2,168,050 (Two Million, One Hundred Sixty Eight Thousand, Fifty Dollars.)

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
County of Riverside		
By (Authorized Signature)	Date Signed (Do not type)	
<i>[Signature]</i>		
Printed Name and Title of Person Signing		
Address		
P.O. Box 7600, Riverside, CA 92513-7600		
STATE OF CALIFORNIA		
Agency Name		
California Department of Public Health		
By (Authorized Signature)	Date Signed (Do not type)	
<i>[Signature]</i>		
Printed Name and Title of Person Signing		
Yolanda Murillo, Chief, Contracts Management Unit		
Address		
1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

FORM APPROVED COUNTY CLERK DATE
 BY: NEAL R. KIPNIS

Exempt per: OOA Budget Act 2013

- IV. Exhibit A – HIV Prevention Program, Scope of Work, is hereby replaced in its entirety with Exhibit A, A01, HIV Prevention Program Scope of Work.

“All references to Exhibit A, Scope of Work, in any exhibit incorporated into this agreement shall hereinafter be deemed to read, Exhibit A, A01, Scope of Work.”

- V. Exhibit B - Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, A01, Budget Detail and Payment Provisions.

“All references to Exhibit B, Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, A01, Budget Detail and Payment Provisions.

- VI. Exhibit B – Attachment II, Budget (Year 2) and Attachment III, Budget (Year 3), are hereby augmented to this agreement.

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

1. Mission Statement

The goals of the California Department of Public Health, Office of AIDS (CDPH/OA) are: (1) to minimize new HIV infections; ~~and~~, (2) to maximize the number of people with HIV infection who access appropriate care, treatment, support, and prevention services; **and (3) reduce HIV/AIDS related health disparities**. The services required by the HIV Prevention Program Scope of Work (SOW) in this Cooperative Agreement Contract are consistent with, and are designed to support, these goals.

2. Service Overview

The Contractor agrees to administer the HIV Prevention Program (HPP) and to ensure the provision of HIV prevention services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or part of the client services is subcontracted to other service providers, all services provided by the subcontractor will be monitored by the Contractor in accordance with the HPP.

The Contractor will plan, develop, and ensure the delivery of prevention services to clients. Services should be designed to meet the identified needs of individuals that are HIV positive and/or at high-risk for HIV in the California Project Area (CPA).

The Local Health Jurisdiction (LHJ) will identify one HPP Coordinator who will attend the OAHIV Prevention Branch required meetings when convened.

3. Services to be Performed

Services must be consistent with the California HIV Prevention Program funded by the Centers for Disease Control and Prevention (CDC) PS12-1201 grant. In response to the National HIV/AIDS Strategy (NHAS) and CDC's PS12-1201 grant, OA aims to support the implementation of high impact prevention strategies which identify new positives, link them into quality HIV/AIDS medical care and support ~~HIV-positive individuals with preventive services~~ **and provide partner services**. OA's prevention plan also includes structural interventions, such as condom distribution, and health care reform planning ~~and education on nonprescription syringe sale in pharmacies~~, which are is consistent with NHAS goals.

OA has developed the Tier I and Tier II system to help LHJs prioritize among the many evidenced-based approaches to HIV prevention currently required or recommended by the CDC. The Tier I and Tier II system is designed to provide flexibility for LHJs to make decisions that work at the local level, at the same time it prioritizes the evidence-based interventions that can best meet the goals of the NHAS.

LHJs must ensure that activities designated as Tier I are provided, using any resources available to the LHJ, before using OA prevention funding for Tier II activities (with the exception of Hepatitis C virus [HCV] testing). HCV antibody testing, while designated a Tier II activity, may be conducted by the LHJ without first ensuring that all Tier I activities are being conducted within the LHJ.

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

Tier I Core Services:

All LHJs funded by OA's prevention cooperative agreement contract must meet monitoring and evaluation requirements set by OA and must provide these core services:

- a. ~~Targeted HIV testing to prioritized high-risk populations~~ **Provide targeted HIV testing when positivity yield is sufficient to warrant it.**
- b. Linkage-to-care (LTC) services for all newly diagnosed HIV positive individuals; and
- c. Partner Services.

Other Tier I Services:

- a. Routine, Opt-out HIV Testing in Healthcare Settings;
- b. Retention and Re-engagement in Care;
- c. HIV Medication Treatment Adherence;
- d. Prevention with Positives (PWP);
- e. Integrated Health Services;
- f. Syringe Services Programs; and
- g. Condom Distribution (Required).

Additionally LHJs must:

- a. Maintain an alternative test site (ATS). ATS testing must be anonymous and provided for free;
- b. Assign a staff member to attend to health care reform issues, for a proportion of time to be determined by the LHJ; and
- c. Meet the subsidiary requirements that support HIV testing, PS, and LTC services.

Optional Tier II Activities:

- a. HCV Testing;
- b. Behavioral Interventions for Prioritized High-risk Negative People; and
- c. Social Marketing, Media and Mobilization.

TIER I CORE SERVICES:

a. Targeted HIV Testing to Prioritized High-Risk Target Populations

1. LHJs shall administer HIV testing by providing anonymous and/or confidential HIV testing services (with or without counseling) to individuals at high risk for HIV. Testing services may include: assessment of client needs regarding HIV transmission; client-centered prevention counseling; risk-reduction planning; and referrals to other services. LHJs funded for testing in non-health care settings are required to: establish systems for linking newly diagnosed HIV positive or preliminarily positive clients into medical care with a verified medical visit; ensure that clients are offered PS; and establish a plan for referring clients to other prevention programs.
2. Individuals seeking testing services shall be informed about the validity and accuracy of the antibody test before consent to test is obtained. Written consent is required for testing in non-health care settings; oral consent is required for ATS testing; and oral consent is allowed

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

for testing in health care settings. All individuals tested with OA funds in non-health care settings shall be given the results of their test in person.

3. Funded agencies must ensure all HIV counseling interventions are provided by staff members who have successfully completed the Basic Counselor Skills Training. In addition, test kit operators are required to complete an annual competency assessment test to maintain their certification for testing client samples.
4. All funded LHJs must ensure that all contracted testing sites maintain appropriate documentation. This includes the LHJ's written protocols for the local testing program, signed statements of confidentiality by staff, testing forms, invoices, etc. All documentation must be maintained for three years plus the current year.
5. Written quality assurance plans are required by sites conducting point-of-care rapid HIV tests waived under the federal Clinical Laboratory Improvement Act (CLIA). These plans must be submitted to OA for review by the Testing Specialist for comprehensiveness and compliance with State and Federal requirements. **Updated plans must be submitted anytime there are significant changes, such as adding HCV testing.**
6. LHJs must increase the number of newly identified HIV positive tests by at least 0.1 percent annually.
7. The contractor must maintain a referral list with contact information. The referral list must be updated annually.

b. Program Description and Other Requirements

The contractor shall set up and enter data into the CDPH/OA's Local Evaluation Online (LEO) process monitoring system for all testing and Health Education/Risk Reduction (HE/RR) activities.

1. Activities will be documented by:
 - a. Completing the appropriate CDPH/OA LEO data forms;
 - b. Entering initial client data into the LEO system within 5 business days of each client encounter; and
 - c. Completing and closing each client record within 3 months of the initial client encounter.

c. Linkage to Care Services (LTC) for all Newly Diagnosed HIV Positive Individuals

1. All LHJs that receive OA prevention funds are required to provide LTC.
2. LTC is the process of assisting newly HIV diagnosed persons to enter into HIV medical care. LTC is a core activity required of all OA-funded HIV testing sites in both medical and non-medical settings. **Contractors may offer LTC services to other medical providers as well.**
3. LTC is considered to be achieved when a newly diagnosed HIV positive person is seen by a health care provider (e.g., physician, physician assistant, nurse practitioner) to receive medical

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

care for his or her HIV infection. The standard set by Health Resources and Services Administration (HRSA) and the indicator defined by the CDC is that the newly HIV diagnosed individual attends an HIV medical appointment within 90 days of diagnosis.

4. Administration (HRSA) is that the newly HIV diagnosed individual attends an HIV medical appointment within 90 days of diagnosis.
5. HIV testing coordinators must establish policies and procedures describing a system for referring individuals with preliminary and confirmed HIV positive test results to a medical provider for HIV care. In designing this system, coordinators should include identification of HIV care providers, referrals to medical care, and verification of client's attendance at their first appointment.
6. A variety of different mechanisms may be used to verify, including but not limited to, verified medical visit forms, kickback cards, and/or client self-report. All verified visits must be entered on the HIV Counselor Information Form (CIF) and entered into LEO data collection system.

d. Partner Services (PS)

1. All LHJs that receive OA prevention funds are required to provide PS.
2. LHJs must offer PS to all people newly diagnosed as HIV positive, as well as, those living with HIV who have participated in recent risky behavior and may have exposed others to HIV. LHJ's should assess PS activities and outcomes, and implement provider outreach programs to enhance PS with key community providers.
3. Every LHJ must maintain a staff member to coordinate the PS activities of that LHJ. If an LHJ has the infrastructure to only provide an offer of PS, collaboration with a Disease Intervention Specialist from the State STD Control Branch must be established and maintained for comprehensive PS activities.
4. Funds allocated for PS may be used for any activities supporting PS including staff salaries and benefits, travel, training, and resources for third-party notification. PS allocations may not be used to pay for HIV testing, counseling, or other prevention activities.
5. All LHJs shall maintain a comprehensive written PS program plan that provides for routine review of PS staff performance with appropriate standards, PS protocols/quality assurance plans, and the availability of and referral to HIV testing, prevention services, STD screening, HCV testing, and HIV medical care as appropriate.
6. Local programs should track the number, type and outcomes of PS activities provided by entering data into LEO and review this data routinely.

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

OTHER TIER I SERVICES:

a. HIV Testing in Healthcare Settings

1. LHJs that elect to fund HIV Testing in Healthcare Settings will work with local health care settings on ways they can implement and increase routine, opt-out HIV testing. These settings may include but are not limited to hospital emergency departments and primary care clinics in community health care settings.
2. Funding for routine, opt-out HIV testing cannot be used to pay for HIV testing staff.
3. This funding can only pay for HIV testing (i.e., test kits and other testing costs) when a patient has no other payer for health care services (OA is the payer of last resort).
4. Documentation for routine, opt-out HIV testing includes completing a Health Care HIV Test Form for all preliminary or confirmed positive results, and entering that information in the LEO system. Required data for HIV-negative results can be retrieved from electronic medical records and submitted to OA electronically. The Prevention Research and Evaluation Section will work with any providers conducting routine, opt-out testing to develop a system to report required data.

b. Retention and Re-engagement into Care

1. Retention and Re-engagement in Care identifies HIV positive patients vulnerable to not attending HIV medical appointments routinely, as well as, out-of-treatment HIV positive individuals, and works with the HIV positive individual to stay in or return to HIV medical care.
2. LHJ's conducting these services are responsible for determining the most effective approaches for achieving active collaboration between local prevention and care providers to provide retention and re-engagement services. In order to decrease duplication of effort and ensure maximum impact of retention and re-engagement interventions, LHJs that fund or provide Retention and Re-engagement in Care services will demonstrate active collaboration and coordination with Care sites.
3. OA's LEO or AIDS Regional Information and Evaluation System (ARIES) must be used to document and record Retention and Re-engagement in Care activities.

c. HIV Medication Treatment Adherence

1. HIV Medication Treatment Adherence services support the appropriate and consistent use of antiretroviral (ARV) medicines to maximize their benefits in sustaining health and suppressing viral load.
2. OA will fund HIV medication treatment adherence interventions to any patient(s) living with HIV having difficulty taking ARVs as prescribed.

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

3. LHJs that elect to fund or provide HIV Medication Treatment Adherence should include collaboration with health care providers, medical case managers, and others working with HIV positive individuals. HIV Medication Treatment Adherence activities should include:
 - Regular screening of HIV infected individuals to determine whether they are on ARV therapy;
 - Routine assessment of treatment adherence using the adherence questions listed on the LEO HE/RR form or in ARIES, as well as monitoring of viral load suppression to identify individuals who would benefit from treatment adherence interventions; and
 - Appropriate referrals for those not on ARV therapies and for those identified as having challenges in maintaining adherence to their HIV medication requirements. This may include delivering treatment adherence interventions, consultation with health care providers or referral to HIV medication treatment adherence services.
4. OA prevention funds cannot be used to pay for medications or medical services. Purchasing supplies to assist with medication adherence is an acceptable expense when used within treatment adherence intervention programs.
5. OA requires LHJs to use LEO or ARIES to track service utilization by clients referred to treatment adherence interventions.

d. Prevention with Positives

1. The goal of Risk Assessment, Linkage to Services and Behavioral Interventions for HIV Positive Individuals (PWP Services) is to increase the number of Ryan White-funded clinics or HIV care providers providing a comprehensive risk screening program and, to the extent that resources are available, initiate behavioral, structural or biomedical interventions for HIV positive people, or develop a referral plan for community-based PWP interventions.
2. LHJs which elect to fund or conduct PWP Services will select at least one Ryan White-funded clinic or HIV care provider who can initiate behavioral risk screening within their medical setting.
3. All sites conducting PWP services will administer the LEO Group Self-Administered Questionnaire (GSAQ) and the Substance Abuse and Mental Illness Symptom Screener (SAMISS) to HIV positive individuals and enter the results in LEO and ARIES.
4. For LHJs that fund HIV behavioral interventions, selected interventions must be **CDC supported** evidence-based and designed for HIV positive people or HIV positive people and their sexual/needle sharing partners. **If other evidence-based interventions are adapted to the population, documentation of the adaptation must be submitted to OA for approval prior to implementation.**

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

5. If a site choose to refer clients at risk of transmitting HIV to community-based HIV behavioral interventions, those interventions must also be **CDC supported** evidence-based and designed to target HIV positive or serodiscordant relationships. If other evidence-based interventions are adapted to the population, documentation of the adaptation should be submitted to OA for approval **prior to implementation**.
6. In addition to HIV behavioral interventions, LHJs providing PWP services must identify and refer to culturally appropriate mental health and substance use services as needed.
7. All staff members who facilitate evidence-based interventions must have completed training in the intervention. Supervisors must monitor and ensure that the intervention is administered with fidelity and follow the curriculum and intervention activities as defined by the intervention.
8. OA's LEO or ARIES should be used to document and record client assessments and referrals. HIV Behavioral Interventions will be recorded and monitored using the LEO system. ~~All evaluation required by evidence-based interventions must be completed and be maintained within LEO.~~

e. Integrated Health Services

1. Activities for integration of screening for and monitoring of Hepatitis, TB, and STDs for HIV positive individuals will be determined by each LHJ and will vary depending on the needs and opportunities within each LHJ. Activities may include, but are not limited to:
 - Providing continuing medical education highlighting the benefits of compliance with recommended clinical monitoring to increase staff integration of screening;
 - Using ARIES or electronic health records to document clinical testing of medical case management clients and Ryan White clinic patients as appropriate; and/or
 - Supporting client education that increases awareness of clinical laboratory monitoring standards and encouraging clients to talk with their health care providers about exposure or transmission risks of Hepatitis, TB, and STDs.
2. OA funding cannot be used to pay for clinical laboratory tests, except for HIV testing and Hepatitis screening.
3. LHJs are required to report on their activities in their bi-annual progress reports.

f. Syringe Services Programs

1. LHJs may use their OA HIV prevention funds to:
 - Support efforts to increase proper syringe disposal among Injection Drug Users (IDUs);

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

- Support local non-prescription syringe sales in pharmacies: this may take the form of working to increase the number of pharmacies providing non-prescription syringe sales and/or encouraging IDUs to purchase sterile equipment in pharmacies which provide non-prescription syringe sales. Alternately or additionally, LHJs may provide educational literature or training about recent changes in pharmacy practice to law enforcement, pharmacy staff, IDUs and health and social service professionals who work with IDUs;
 - Support policy work necessary to facilitate structural change to expand access to sterile syringes and/or improve sharps disposal among IDUs, as long as the work does not include efforts to influence state, federal or local law.
2. LHJs may not use their OA HIV prevention funds to:
- purchase needles and syringes;
 - fund staff time used specifically to distribute needles or syringes;
 - pay for delivery modes such vehicles or rent for fixed sites used specifically for distributing needles and syringes; and/or
 - conduct any activity designed to influence legislative change at the Local, State, or Federal level.

g. Condom Distribution (Required)

1. The condom distribution program requires LHJs to use OA epidemiologic data as well as LHJs local knowledge and resources to enroll venues into the condom distribution program, where they will receive condoms and educational material to distribute to high-risk target populations in locations where HIV/AIDS is most prevalent.
2. In order for a venue to be eligible for participation in the condom distribution program, they must: 1) provide their services in a zip code that has identified HIV/AIDS cases; and 2) have a clientele (whole or partial) that is made up of the targeted population.
3. LHJs will maintain venues previously enrolled in the condom distribution program, add additional venues when possible, and replace venues if former venues stop participating in the program.
4. To enroll a new venue, the LHJ must fill out the *Participating Venue Information (PVI)* form. There is no limit to how many eligible venues each LHJ can have participating in the program.
5. Condom orders cannot be placed by an LHJ or another entity on behalf of the participating venue. Condom orders cannot be placed by an LHJ for distribution at a one-time event, such as health fairs, workshops, rallies or other presentations unless the events specifically target OA's priority populations and are part of the LHJs HE/RR prevention interventions.
6. LHJs must include information about their condom distribution plans in their bi-annual progress reports.

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

TIER II SERVICES:

Please note that no more than 25% of OA funds may be used for Tier II activities.

a. Hepatitis C Testing

1. OA funding may be used to offer HCV testing to clients identified by the assessment process to be at risk for HCV. Although HCV testing is a Tier II activity, LHJs may conduct this activity without implementing all Tier I activities.
2. OA funds may be used for HCV laboratory tests, HCV rapid tests, and Home Access kits.
3. OA will provide training to new HIV test counselors for the rapid CLIA-waived HCV and combination rapid HIV/HCV tests. HIV counselors must be certified prior to administering the new HCV rapid test. Supervisors who have been trained by OA will provide training to their current HIV counselors. Additionally, current HIV counselors must take the University of California San Francisco, Alliance Health Project on-line HCV training.
4. Trained HIV test counselors who are authorized in California to perform rapid CLIA-waived HIV tests may also perform rapid CLIA-waived HCV and combination rapid HIV/HCV tests. HIV test counselors performing rapid CLIA-waived HCV tests or rapid combination HIV/HCV tests, including those tests administered by finger stick, will need to meet the same performance and training requirements as that for rapid CLIA-waived HIV testing.
5. HCV test information must be collected on the CIF and entered into LEO.
6. The Contractor can integrate HIV and HCV testing services to increase the number of IDUs and ~~Men who have Sex with Men (MSMs)~~ who receive HIV testing services and learn their HIV status by offering HCV screening in coordination with HIV testing. CDPH/OA will allow IDU and MSM clients to test only for HCV if they choose not to take an HIV test.

e. Behavioral Interventions for Prioritized High-risk Negative People

1. The priority high-risk negative populations for the California project area are:
 - MSM, including MSM/IDU with strong emphasis on African-American and Latino MSM;
 - IDUs;
 - Transgender Individuals; and
 - High-Risk Negative Individuals with Sexual and/or Injection-sharing HIV positive or MSM partners.
2. LHJs may provide high-risk HIV negative populations with evidence-based HIV behavioral interventions to reduce the rate of new HIV infection within identified high-risk target populations. Behavioral interventions may include:
 - Targeted prevention activities (TPA) for high-risk HIV-negative persons;

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

- Individual level interventions (ILI); and
 - Group level interventions (GLI); and
 - ~~Comprehensive Risk Counseling and Services (CRCS) for individuals with multiple health needs.~~
3. Intervention providers must screen potential participants prior to starting the intervention to ensure participants are part of intended target population, and divert lower risk and non-target population individuals to alternative resources. OA funds should not be used to support interventions for low-risk negatives.
 4. All OA-funded behavioral interventions must be recorded in LEO.

f. Social Marketing, Media and Mobilization

1. OA has chosen the following health messages for social marketing activities, media, and mobilization activities:
 - Benefits of early detection of HIV infection;
 - Need for routine and regular HIV health care;
 - Benefits of ARV therapy for health of people living with HIV;
 - Role of suppressed viral load in reducing HIV transmission;
 - Benefits of integrated screening for HIV, TB, STDs, and Hepatitis;
 - Value of initial and ongoing PS;
 - Information about Community Viral Load; and
 - Emerging messages from CDC or OA.
2. Messaging must address one or more of the health messages above and be targeted to HIV positive people, or priority high-risk negative populations as defined by OA.
3. Due to limited resources, LHJs should choose campaigns that have already been developed and demonstrated effective. LHJs choosing to conduct social marketing, media, or mobilization activities must submit a plan to OA **prior to starting a campaign**. The plan should include a definition of the health issue being addressed and the rationale for its selection. The plan should also describe the health messages to promote Testing, HIV Care, ARV therapy, PS, integration of STD, hepatitis, TB screening, and PS into HIV services, as well as the formative work planned to ensure community participation in the campaign development. Monitoring and evaluation activities must also be included in the plan. No LHJ's may create new material until after documentation of a search for pre-existing material and justification for developing new material is submitted to and approved by OA.
4. Progress on activities will be clearly documented in bi-annual progress reports submitted to OA, as well as entered into LEO.

**Exhibit A - A01
HIV Prevention Program
Scope of Work**

4. Reporting Requirements

A. Progress Reports

Progress Reports are required on a bi-annual basis, and must be submitted to LHJ's assigned HIV Operations Advisor via e-mail. The progress reports ~~for this prevention contract will cover the six months of the contract.~~ **The first report covers the first six months of the contract term; from July ~~January~~ 1, 2013 ~~2014~~ to December 31, 2013 ~~June 30, 2014~~. The ~~This~~ report will be ~~is~~ due on February ~~August~~ 15, 2014. ~~The second report covers July 1, 2014 through December 31, 2014 and is due on February 15, 2015. Progress reports are due August 15th and February 15th for each six month term for the duration of this agreement.~~**

The progress reports should address, 1) all applicable services performed in Tier I and/or Tier II, 2) required information as outlined in the **Prevention Program Guidance** IPP guidance (~~click here for information for Program Planning (IPP)~~), and 3) relevant follow-up documentation for items identified in site visits, technical assistance and communication between OA and the LHJ.

LHJs must report on all activities that either the LHJ or subcontracted agencies have implemented.

The progress report must follow the guidance instructions that will be provided in the progress report template.

5. Project Representatives

A. The project representative during the term of this agreement will be:

<u>California Department of Public Health</u> <u>Cheryl Austin</u> <u>Telephone: (916) 449-5810</u> <u>Fax: (916) 449-5909</u> <u>Email: Cheryl.Austin@cdph.ca.gov</u>	<u>County of Riverside</u> <u>Carolyn Lieber</u> <u>Telephone: (951) 358-5307</u> <u>Fax: (951) 358-5407</u> <u>Email: clieber@rivcocha.org</u>
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B. Direct all inquiries to:

<u>California Department of Public Health</u> <u>Office of AIDS</u> <u>Attention: Cheryl Austin</u> <u>P.O. Box 997426, MS 7700</u> <u>Sacramento, CA 95899-7426</u> <u>Telephone: (916) 449-5810</u> <u>Fax: (916) 449-5909</u> <u>Email: Cheryl.Austin@cdph.ca.gov</u>	<u>County of Riverside</u> <u>Attention: Carolyn Lieber</u> <u>P.O. Box 7600</u> <u>Riverside, CA 92513-7600</u> <u>Telephone: (951) 358-5307</u> <u>Fax: (951) 358-5407</u> <u>Email: clieber@rivcocha.org</u>
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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 B – A01
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 attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than thirty (30) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

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

C. Invoices shall:

- 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Identify contract agreement number.
- 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 CDPH.

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 – A01
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) \$ 437,374 for the budget period of 07/01/13 through 12/31/13.
- 2) \$ 865,338 for the budget period of 01/01/14 through 12/31/14.
- 3) \$ 865,338 for the budget period of 01/01/15 through 12/31/15.

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 sixty (60) 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", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. 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.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

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 the 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.

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

7. Expense Allowability / Fiscal Documentation

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

Exhibit B – A01
Budget Detail and Payment Provisions

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

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State 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, as indicated above in paragraph A, 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 II
HIV Prevention Program
Budget (Year 2)
January 1, 2014 to December 31, 2014

A. PERSONNEL	\$635,902
B. OPERATING EXPENSES	\$76,061
C. CAPITAL EXPENDITURES	\$8,000
D. OTHER COSTS	\$50,000
E. INDIRECT COSTS (Up to 15% of Personnel)	\$95,375
TOTAL BUDGET	\$865,338

Exhibit B - Attachment III
HIV Prevention Program
Budget (Year 3)
January 1, 2015 to December 31, 2015

A. PERSONNEL	\$635,902
B. OPERATING EXPENSES	\$76,061
C. CAPITAL EXPENDITURES	\$8,000
D. OTHER COSTS	\$50,000
E. INDIRECT COSTS (Up to 15% of Personnel)	\$95,375
TOTAL BUDGET	\$865,338

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Jeff Stone		
<i>Date Executed</i>	<i>Executed in the County of</i> Riverside	

FIRM APPROVED COUNTY COUNCIL
 BY NEAL R. KIPNIS
 DATE

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.