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



ITEM: 3.24 (ID # 19504)

MEETING DATE:

Tuesday, August 02, 2022

FROM: RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve Professional Service Agreement No. 22-048 with the Desert AIDS Project for Hepatitis C (HCV) and Sexually Transmitted Disease (STD) Education and Testing Services, without seeking competitive bids, for the Period of Performance of July 1, 2021 through June 30, 2023, with the option to renew for up to two additional one-year periods, All Districts. [Total Aggregate Cost \$150,000; up to \$15,000 in additional compensation - 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and approve Professional Service Agreement No. 22-048 with the Desert AIDS Project (DAP) for Hepatitis C (HCV) and Sexually Transmitted Disease (STD) Education and Testing Services, without seeking competitive bids, for a total aggregate amount of \$150,000 for the period of performance of July 1, 2021, through June 30, 2023, with the option to renew for up to two additional one-year periods;
- 2. Authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of Riverside County; and
- 3. Authorize the Director of Public Health or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign any certifications, reports or amendments to the Agreement that include modifications to the statement of work that stay within the intent of the Agreement, the performance period, or the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.

ACTION:Policy

an, Deputy Director 7/22/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

August 2, 2022

XC:

RUHS-Public Health

3.24

Kecia R. Harper

Clerk, of the Boa

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ID# 19504

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$150,000	\$0	\$150,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS	: 100% Federal Fu	unds	Budget Adjusti	ment: No
			For Fiscal Year	r: 21/22-22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In support of the National Sexually Transmitted Disease (STD) and Hepatitis C (HCV) Strategies, the California Department of Public Health (CDPH) Sexually Transmitted Diseases Branch is placing greater emphasis on identifying individuals who are unaware of their STD and HCV status and linking newly diagnosed individuals to care and treatment as soon as possible.

In addition to STD testing and prevention, CDPHs goals include developing and implementing public education and outreach programs to raise Hepatitis C awareness in high-risk groups, physician's offices, among health care workers, and in health care facilities by including Hepatitis C counseling, education, and testing.

Desert AIDS Project (DAP) has provided HIV medical services for Riverside County's desert region since 1985. It has the organizational capacity, facilities, experience, and expertise required to optimize the provision of HIV and STD prevention education, testing, treatment, and follow-up for populations at risk for HIV and STDs. DAP has also provided medical support services in accordance with the contractual requirements of the State of California Office on AIDS in prior agreements with Riverside University Health System – Public Health (RUHS-PH).

As the pandemic continues, DAP is able to reach populations at risk for HIV and STDs while RUHS-PH focuses on pandemic mitigation activities. Many individuals who are in need of HIV and STD medical and prevention services are more willing to access medical support at DAP because it is well-known, community-based, and offers a variety of services including case management, support services, and has an established history of credibility within the community.

Impact on Residents and Businesses

Increased awareness and access to STD and HCV testing activities will lead to identifying infected individuals, linking them to treatment sooner and reducing the spread of STDs and HCV in Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

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

The total aggregate contract amount is \$150,000. Funds will be distributed as follows; however, any unused funding from FY21/22 for services related to HCV may roll to FY22/23:

Fiscal Year	Spotlight on Syphilis (STD Prevention)	Hepatitis C	Total Amount	
2021/2022	\$25,000	\$50,000	\$75,000	
2022/2023	\$25,000	\$50,000	\$75,000	
Total	\$50,000	\$100,000	\$150,000	

Contract History and Price Reasonableness

DAP continues to strive towards providing low or no-cost sexual wellness services throughout Eastern Riverside County. Since 2018, DAP surpassed its competitors such as Borrego Health, Planned Parenthood of the Pacific Southwest, and Clinicas de Salud de Pueblo by lowering STD testing and treatment costs. DAPs on-site lab reduces diagnosis time for patients and makes it possible to offer lower cost services to Riverside County due to the cost avoidance of transporting specimens to an offsite lab.

DAP continues to demonstrate the importance of community standards by consistently providing services at low or no-cost within the community. With this in mind, DAP is the only long-term vendor for HIV medical services in Eastern Riverside County with the level of services they can provide. DAP has an established reputation and access to providing HIV, HCV, and STD lab services directly on-site through LabCorp, making the one-stop shop model convenient for their patients/clients, allowing the costs to be reasonable for Riverside County. DAP will be able to provide a higher level of service to the eligible population and are able to provide the needed access to healthcare. DAP will be able to enhance its laboratory services by 10-20% with the funding from Riverside County.

ATTACHMENTS:

ATTACHMENT A: Professional Service Agreement with Desert AIDS Project for Hepatitis C

(HCV) and Sexually Transmitted Disease (STD) Education and Testing

Services

ATTACHMENT B: Single Source Justification Form

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

Jacqueline Puiz
Sacqueline Ruiz, Sr. Management Analy
7/26/2022

PROFESSIONAL SERVICE AGREEMENT

for

HEPATITIS C (HCV) & SEXUALLY TRANSMITTED DIESEASE (STD) EDUCATION AND TESTING SERVICES

between

COUNTY OF RIVERSIDE

and

DESERT AIDS PROJECT



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This Agreement made and entered into this ____ day of ______, 2022, by and between DESERT AIDS PROJECT, a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on July 1, 2021, and continues in effect through June 30, 2023, with two one-year options to renew, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the aggregated amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,00) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any

specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original copies of invoices to:

Riverside University Health System - Public Health
Attn: Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513

RIVCOPH-AP@ruhealth.org

a) Each invoice shall contain a minimum of the following information: invoice number and date and Agreement number #22-048; The CONTRACTOR submits separate monthly invoices with a reference to Grant Number HS510044 for STD Testing scope of work activities and HS200124 for Hepatitis C scope of work activities. Invoices should also include supporting documentation separated by a covers sheet in front of each expense category. Documentation shall include journal query and expense query. CONTRACTOR should maintain supporting

documentation for all expenses, (ie: payroll registers, invoices with supporting documentation) for auditing purposes. Documentation shall also include process outcomes and performance metrics. Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per government code, section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

- 4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. <u>Termination</u>

- **5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- **5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement

or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

- 5.3 After receipt of the notice of termination, CONTRACTOR shall:
 - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- **5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used

by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

- 7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement

price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

- 9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a

criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

- 11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. <u>Use By Other Political Entities</u>

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

- 16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- 16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS - Public Health

Procurement and Logistics

4065 County Circle Dr.

Attn: Contracts Unit

Ph-contracts@ruhealth.org

CONTRACTOR

Desert AIDS Project

P.O. Box 2890

Palm Springs, CA 92263

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any

questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

- 21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have

the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required

under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be

reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California
By: Jeka Jewil
Jeff Howitt Chair
Board of Supervisors
Boaled of Supervisors
Dated:AUG 0 2 2022
ATTECT.
ATTEST:
Kecia R. Harper Clerk of the Board
By JONSCHOOL STATE
Deputy
Deputy
APPROVED AS TO FORM:
County Counsel
By:
By:
Esen Sainz,
Deputy County Counsel

DESERT AIDS PROJECT, a California non-profit corporation

By: David Brinkman
David Brinkman
C.E.O

07.14.22
Dated:

EXHIBIT A

SCOPE OF SERVICE

HEPATITIS C SCOPE OF WORK	
Contract Number:	Leave Blank
Contractor (also referred to as "CBO"):	Desert AIDS Project
Grant Period:	July 1, 2021 – June 30, 2023
Service Category:	Hepatitis C Education, Prevention, and Linkage to (and Retention in) Care
Service Goal:	Implement a public education and outreach program within Eastern Riverside County to raise hepatitis C awareness in high-risk groups, by including hepatitis C counseling, education, testing and linkage to and retention in care for the most vulnerable and underserved individuals living with, or at high risk for, Hepatitis C Virus (HCV) infection. Raising awareness and providing education will help reduce infection rates. Assisting with entry into care or retention in care will facilitate access to medications, decrease transmission rates, and improve health outcomes.
Service Health Outcomes:	Hepatitis C testing via rapid test will be offered to target populations along with HIV testing, target 10% positivity rate RNA testing will be offered as appropriate, target 65% Persons who test positive for Hepatitis C will be offered navigation services, target 65% linked Develop list of resources to benefit persons with HCV and providers who manage their care CBO will submit monthly invoices CBO will report outcomes monthly using California Hep C Grant Tracking tool/ Excel Spreadsheet (excel spreadsheet will be provided)

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	TIMELINE	PROCESS OUTCOMES
Element #1: HCV Educational/Awareness Outreach	07/01/21-06/30/23	 Conduct 10 Outreach events Submit schedules and Client Encounter Logs Develop Provider / Client Resources List
CBO will utilize evidence- based strategies and activities to reach		

Page 2 of 26

community members at highest risk, physician's offices, among health care workers, and in health care facilities. These include but are not limited to: Activities: -Developing and using outreach materials (e.g., flyers, brochures, and website) that are culturally and linguistically appropriate -Developing list of HCV resources for clients and providers -Utilizing the Social Networking model asking HCV + individuals and high risk HCV negative individuals to recruit their social contacts for HCV testing and linkage to care services		
Element #2: HCV Antibody Testing Identify/locate HCV+ unaware and HCV + that have not been treated Activities: (CBO) will reach targeted communities to raise awareness, provide education and perform targeted Rapid HCV antibody testing to communities at highest risk of HCV infection	07/01/21-06/30/23	 California Hep C Grant Tracking tool/ Excel Spreadsheet Outreach event schedules and logs Client Encounter Logs Client Test Logs
Element #3: Linkage to Care and Treatment -Linking newly diagnosed individuals to HCV care	07/01/21-06/30/23	 California Hep C Grant Tracking tool/ Excel Spreadsheet Linkage to Care Documentation Logs Assessment and Enrollment Forms

and treatment, completion of HCV RNA testing. -Linking those previously diagnosed that have not completed HCV treatment (unmet need) to HCV care and treatment within 30 days or less. Provide referrals to systems of care Activities: -CBO will coordinate with HCV Care and Treatment facilities to link patient to care within 30 days or less -Assist HCV patients with enrollment or transition activities to other health insurance payer sources (e.g., MISP, Medi-cal, Insurance Marketplace, etc.) -Interventions will also include patient education, intensive case management and patient navigation strategies to promote access to care		 Reporting Forms Referral Logs
Element #4 Re-linking HCV patients that have not completed treatment. Perform follow- up activities to ensure linkage to care. Activities: -Assist HCV patients with enrollment or transition activities to other health insurance payer sources (e.g., MISP, Medi-cal, Insurance Marketplace, etc.) -Link patient to non- medical case management, medical case management	07/01/21-06/30/23	 California Hep C Grant Tracking tool/ Excel Spreadsheet Linkage to Care Documentation Logs Assessment and Enrollment Forms Reporting Forms Referral Logs

to assist with benefits counseling, transportation, housing, etc. to help patient remain in care and treatment.		
Element #5: CBO will work with Riverside University Health System (RUHS) – HIV/STD Prevention to bring newly diagnosed individuals to Partner Services and HCV treatment and care at RUHS as well as other HCV care and treatment facilities throughout Riverside County. Activities: CBO staff will meet with RUHS Prevention on an as needed basis to exchange information on newly diagnosed individuals ensuring that the person is linked to HCV care and treatment within 30 days or less. -Senior Communicable Disease Specialist (CDS) will review all data elements to ensure linkage and retention of patient.	07/01/21-06/30/23	 Linkage to Care Documentation Logs Assessment and Enrollment Forms Referral Logs

SUMMARY OF REQUIRED REPORTS AND DATA		
Frequency	Timeframe	Deadline
	7/1/21-7/31/21	8/13/21
	8/1/21-8/31/21	9/15/21
	9/1/21-9/30/21	10/15/21
	10/1/21-10/31/21	11/15/21
	11/1/21-11/30/21	12/15/21
	12/1/21-12/31/21	1/14/22
	1/1/22-3/31/22	4/30/22
	4/1/22-6/30/22	7/31/22
	7/1/22-7/31/22	8/13/22
	8/1/22-8/31/22	9/15/22
	9/1/22-9/30/22	10/15/22
	10/1/22-10/31/22	11/15/22
	11/1/22-11/30/22	12/15/22
	12/1/22-12/31/22	1/14/23
	1/1/23-3/31/23	4/30/23
	4/1/23-6/30/23	7/31/23

//// ///// ///// /////

STD Testing Scope of Work:

STD Testing Scope of Work			
Activity Goals	Activity	Activity Description	Metrics / Process Outcomes
Expand targeted STD testing to high-risk individuals and underserved populations in Riverside County.	Expand STD testing to patients who would otherwise not elect to get tested due to the cost barrier.	Provide STD Testing within DAP's onsite Sexual Wellness Clinic at no cost. Funding will cover lab costs for 200 patients @ \$125 per PT.	Invoice should include: Number and type of test conducted Positivity Rate for gonorrhea, chlamydia, and syphilis Demographic Summary of persons tested
CBO Additional Goal (if any)			

EXHIBIT B

PAYMENT PROVISONS

CONTRACTOR shall be entitled to receive payment for services rendered as follows; however any unused funding from fiscal 21/22 for services related to HCV may roll to fiscal year 22/23

1. BUDGET

Hepatitis C Budget	21/22	22/23
Item:	Cost:	Cost:
Medical Supplies (PPE, band aids, gloves, gauze, etc.)	\$5,000	\$5,000
Lab Services (\$20/test x approximately 600 tests = \$12,000)	\$12,000	\$12,000
Duplication/Printing (brochures and educational materials)	\$5,000	\$5,000
Media/Advertising (Print and Social Outlets)	\$16,000	\$16,000
Transportation/Incentives (Lyft and \$20/card)	\$12,000	\$12,000
Total:	\$50,000	\$50,000
STD Budget		
Lab Services (\$125/test x approximately 200 tests)	\$25,000	\$25,000
Total:	\$75,000	\$75,000
Total Aggregate Budget for	21/22 & 22/23:	\$150,000

2. INVOICE

- A. CONTRACTOR shall invoice on a monthly basis and are due on the 15th of the following month.
- B. For this Agreement, send invoices to:

Riverside University Health System - Public Health

Fiscal – Accounts Payable

PO BOX 7849

Riverside, California 92513

Or via email to:

RIVCOPH-AP@ruhealth.org

C. Each invoice shall contain a minimum of the following information: invoice number and date and Agreement number #22-048; The CONTRACTOR submits separate monthly invoices with a reference to Grant Number HS510044 for STD Testing scope of work activities and HS200124 for Hepatitis C scope of work activities. Invoices should also include supporting documentation separated by a covers sheet in front of each expense category. Documentation shall include journal query and expense query. CONTRACTOR should maintain supporting documentation for all expenses, (ie: payroll registers, invoices with supporting documentation) for auditing purposes. Documentation shall also include process outcomes and performance metrics.

3. MAXIMUM:

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND dollars (\$150,000) including all expenses.

/// ///// ////

22-048 Desert Aids Project 07.08.22

Final Audit Report 2022-07-22

Created: 2022-07-08

By: Raveena Chara (R.Chara@ruhealth.org)

Status: Signed

Transaction ID: CBJCHBCAABAAVm81MMEImKGEV_Q7-Lyn5nkecOFRuEsB

"22-048 Desert Aids Project 07.08.22" History

- Document created by Raveena Chara (R.Chara@ruhealth.org) 2022-07-08 4:33:11 PM GMT
- Document emailed to dbrinkman@daphealth.org for signature 2022-07-08 4:34:19 PM GMT
- Email viewed by dbrinkman@daphealth.org 2022-07-08 4:59:53 PM GMT
- Signer dbrinkman@daphealth.org entered name at signing as David Brinkman 2022-07-14 8:11:29 PM GMT
- Document e-signed by David Brinkman (dbrinkman@daphealth.org)
 Signature Date: 2022-07-14 8:11:30 PM GMT Time Source: server
- Document emailed to Esen Sainz (esainz@rivco.org) for signature 2022-07-14 8:11:32 PM GMT
- Email viewed by Esen Sainz (esainz@rivco.org)
 2022-07-22 6:51:33 PM GMT
- New document URL requested by Esen Sainz (esainz@rivco.org) 2022-07-22 6:51:37 PM GMT
- Document e-signed by Esen Sainz (esainz@rivco.org)

 Signature Date: 2022-07-22 10:52:26 PM GMT Time Source: server
- Agreement completed.
 2022-07-22 10:52:26 PM GMT



Date:

From:	Kim Saruwatari, Director, Public Health		
То:	Board of Supervisors/Purchasing Agent		
Via:	Lea Morgan, 951-358-7234, Reconda Armijo 951-358-6473		
Subject:	Sole or Single Source Procurement; Request for Sexually Transmitted Disease (STD) Lab Services.		
source. (Outs	formation is provided in support of my Department requesting approval for a sole or single side of a duly declared emergency, the time to develop a statement of work or s is not in itself justification for sole or single source.)		
1. Supplier	being requested: Desert AIDS Project (DAP)		
2. Vendor II	D:		
(Single S	le Source Sole Source Sole Source Source - is a purchase of a commodity or service without obtaining competitive bids although n one source is available)		
	urce - is a purchase of a commodity or service that is proprietary or no other vendor is or willing to meet the county specified requirements)		
4. Have you this vene number).	previously requested and received approval for a sole or single source request for dor for your department? (If yes, please provide the approved sole or single source		
✓■Yes SSJ#	□ No 19-138		
4a. Was the	request approved for a different project?		
■ Yes	□·No		
(If this red The Purc exempted	Service being requested: quest is for professional services, attach the service agreement to this sole source request. chasing Agent, or designee, is the signing authority for agreements unless the service is d by Ordinance 459, Board delegated authority or by State law. All insurance requirements met prior to work commencement. See the Risk Management website for vendor insurance ents.)		
-	Kim Saruwatari, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer		
	4065 County Circle Drive, Riverside, Ca. 92503 / 951 358 7036 / www.rivcoph.org		



Public Health

Authorization for Desert AIDS Project (DAP) to provide sexually transmitted disease (STD) and Hepatitis C (HCV) lab services and linkage to care for financially qualified people living with HCV or STDs or persons at risk of acquiring HCV in Eastern Riverside County.

6. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)

DAP has provided HIV services for Riverside County's desert region since 1985. DAP has the organizational capacity, facilities and experience required to optimize the provision of HIV and STD prevention education, testing, treatment, and follow-up for populations at risk of HIV, HCV, and STDs. DAP has provided medical support services in accordance with the contractual requirements of the State of California Office of AIDS in prior agreements with Riverside University Health System (RUHS). As the pandemic continues, DAP is able to reach populations at risk for HCV, and STDs while the RUHS focuses on pandemic mitigation activities. Many individuals in need of HCV and STD medical and prevention service are more willing to access medical support services at DAP because it is well-known, community-based and offers a variety of services including case management, support services and has established history of credibility. Based on DAP's 2018 community impact report, the organization has expanded its impact in ending the HIV epidemic and offers healthcare to the community in serving over 7,000 clients, 7,100 behavioral health visits, 3,500 social services sessions, and tested over 6,000 clients for HIV and Hepatitis C.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Between 2018 and 2020, over thirty percent of new HIV cases in Riverside County were among people younger than 30 years old. In addition, since 2018, 71% of newly diagnosed HIV cases were among Gay, Bisexual or Male to Male sexual contact. Persons at risk for HIV are also at risk for HCV and STD infections. Due to such increase of HIV infection rates throughout Riverside County, the HIV/STD branch has the availability of funding for a cooperative agreement with Community-Based Organizations (CBOs) to provide comprehensive HCV medical care and preventative services within Riverside County. The HIV/STD branch is requesting an agreement with Desert AIDS project to conduct HCV and STD testing services.

HCV medical and Prevention services are essential components of the comprehensive sexual health care and prevention strategy within Riverside County that must continue, even during a pandemic.

The agreement provides stability to the continuum of care for people at risk for HCV and STDs. Because of the infection rate and level of standard for services, the department is requiring an agreement with DAP to meet the demands of conducting HCV and STD tests and follow-up.

(to	Period of Performance: (total number of years)	From:	_7/1/2022 to	6/30/2023	*
	Is this an annually renewable Is this a fixed-term agreement (A fixed-term agreement is so year fixed-term agreements in	t: et for a speci	■ No □ No fic amount of ti ncellation, non-	☐ Yes ■ Yes ime; it is not renewe -appropriation of fu	d annually. Ensure multi- nds, or refund clause. Ii
	Kim Saruwatari, M.P.	H., Director	Cameron k	Kaiser, M.D., Public He	ealth Officer



Public Health

there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

	F. Try	
Description: Line 1991	22/23	r Total
One-time Costs:		
(Insert description)		verilents
Ongoing Costs:		
Spotlight on Syphilis	\$25,000	\$.25,000
STD- Hepatitis C	\$50,000	\$50,000
Previous SSJ Approved Amounts:		
(Insert description)		0
Total Costs	\$75,000	\$75,000

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

DAP continues to strive toward providing low cost or free of cost sexual wellness services throughout Eastern Riverside County. Since 2018, DAP surpassed its competitors in providing low cost services.

DAP continues to demonstrate the importance of community standards by consistently keeping low rates. With this mind, DAP is the only long-term vendor for HIV medical services in Eastern Riverside County with the level of services they can provide. With DAP's established reputation and access to providing HIV, HCV and STD lab services with their In-house LabCorp making the one stop shop model convenient for their patients/clients allowing the costs to be effective to Riverside County. DAP will be able to provide a higher level of service to the eligible population and are able to provide the needed access to healthcare. DAP will be able to enhance its laboratory services by 10%-20% with the funding from Riverside County.

Kim Saruwatari, M.P.H., Director

Cameron Kaiser, M.D., Public Health Officer



Public Health

11. Project	ed Board of Supervisor Date (if applicable):
	orm 11s, service agreement and or quotes must accompany the sole source request for
Purchas	sing Agent approval.)
	Aruwatan 07/08/202 Head Signature Print Name Date Date
***************************************	The section below is to be completed by the Purchasing Agent or designee.
Purchasing	Department Comments:
Approve	Approve with Condition/s Disapprove
Condition/s:	:
-	
Not to exce	aed.
NOT TO EXCE	sou.
	□ One-time \$
	Annual Amount \$ 75,000 / per fiscal year through (d/30/23 (date)) (If Annual Amount Varies each FY) FY: \$
	FY: \$ FY: \$ FY: \$
	8 Hurckley 7/7/22 23-005
Purchasin	g)Agent Date Approval Number (Reference on Purchasing Documents)
	· ·
	Kim Saruwatari, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer
wary runni	

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036 / www.rivcoph.org