

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



ITEM: 3.29
(ID # 21524)

MEETING DATE:
Tuesday, May 09, 2023

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve Contract Number 23-65 with San Bernardino County, Department of Public Health to Provide HIV Medical & Non-Medical Case Management, Medical Nutrition Therapy, Early Intervention Services, and Clinical Quality Management Services through the Ending the HIV Epidemic Initiative for the period of performance of March 1, 2023, through February 28, 2025, and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9368, submitted herewith. All Districts [Total Aggregate Contract Amount: \$848,680; up to \$346,855 in additional compensation - 100% Local]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Contract Number 23-65 with San Bernardino County, Department of Public Health to provide HIV Medical & Non-Medical Case Management, Medical Nutrition Therapy, Early Intervention Services, and Clinical Quality Management Services through the Ending the HIV Epidemic initiative for the period of performance of March 1, 2023, through February 28, 2025:
2. Authorize the Chair of the Board to sign the contract on behalf of the County:

Continued on Page 2

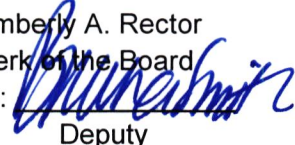
ACTION:4/5 Vote Required, A-30, Position Added, Policy


Kim Saruwatari, Director of Public Health 4/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 9, 2023
xc: RUHS-PH, Auditor-Controller

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve and direct the Auditor-Controller to make the budget adjustment as detailed on the attached Schedule A:
4. Amend Salary Ordinance No. 440 pursuant to Resolution No.440-9368 submitted herewith; and
5. Authorize the Director of Public Health, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel, to: (a) sign all amendments that exercise the options of the contract, including modifications of the statement of work, that stay within the intent of the contract; (b) sign amendments to the compensation provisions that do not exceed the additional sum total of \$346,855; and (c) sign all certifications, assurances, reports or other related documents required by San Bernardino County.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$40,000	\$424,340	\$848,680	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Local -San Bernardino County Funds			Budget Adjustment: Yes	
			For Fiscal Year: 22/23 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Ryan White Care Act (RWCA) HIV/AIDS Treatment Modernization Act of 2009 provides financial relief to geographic areas significantly impacted by AIDS and HIV. The counties of Riverside and San Bernardino became eligible in 1994 to receive RWCA Funds. The act was named after Ryan White, a teenager from Indiana who brought awareness of the epidemic through his struggle with HIV/AIDS and AIDS-related discrimination. In 1994, San Bernardino County, Department of Public Health began receiving RWCA Part A funding to support programs in the Transitional Grant Area (TGA) of San Bernardino County and Riverside County.

A new report found that 6,895 people were estimated to be living with HIV/AIDS in 2020 within the Coachella Valley and other parts of eastern Riverside County. In 2020 about 10,458 people were living with HIV/AIDS countywide.

According to a Centers for Disease Control (CDC) report in 2018, people living with HIV (diagnosed and undiagnosed), 65% received some HIV care, 50% were retained in care, and 56% were virally suppressed or undetectable. Having a suppressed or undetectable viral load protects the health of a person living with HIV, preventing disease progression. A person living

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with HIV who takes HIV medicine daily as prescribed and gets and stays virally suppressed can stay healthy and has effectively no risk of sexually transmitting HIV to HIV-negative partners.

Impact on Residents and Businesses

Acceptance of this new contract will allow Riverside University Health System - Public Health (RUHS-PH) to continue providing crucial HIV/AIDS services for HIV Medical, Support Care, and wrap-around services. It will also provide culturally relevant HIV prevention messaging and support to reduce the number of new HIV cases within Riverside County by 90% by 2030.

Additional Fiscal Information

This contract award does not require any county matching funds. There is no impact to County General Funds. The total amount awarded for the agreement is \$848,680. The allocation will be distributed as follows:

County Fiscal Year	
Year	Amount
FY 22/23	\$40,000
FY 23/24	\$424,340
FY 24/25	\$384,340
Total	\$848,680

RUHS-PH requests to amend Ordinance No. 440 and add the following position: one (1) Supervising Office Assistant I (Job code: 13867). Pursuant to Board Policy A-30, this position will be eliminated in the event funding is no longer available. However, every effort will be made to pursue other funding sources to maintain this position.

Contract History and Price Reasonableness

RUHS-PH has received funding from San Bernardino County for over 20 years to provide services for The Ryan White Part A. Additional funding was provided to RUHS-PH to expand and provide Ending the HIV Epidemic services. This contract will continue to provide funding to Riverside County and its residents for the next two years.

RUHS-PH originally responded to a bid from San Bernardino County in October 2022, regarding Ending the HIV Epidemic in the U.S, RFP HS 22-18. RUHS-PH was awarded funding as a result of their bid response.

The original aggregate amount of the award was estimated at \$848,680. RUHS-PH received notification from San Bernardino County that an additional \$119,085 would be added to the aggregate award amount beginning in FY23/24. There is potential for an additional amount of \$119,085 to be added to the aggregate award amount in FY24/25, as well. The request before the Board is to authorize acceptance of the original awarded funds in the amount of \$848,680, in addition to allowing RUHS-PH to sign amendments to the compensation provisions to increase the contract by up to \$238,170, plus 10% in additional compensation if more funding becomes available.

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ATTACHMENTS:

ATTACHMENT A. Contract No. 23-65 with San Bernardino County, Department of Public Health

ATTACHMENT B. Notice of Intent to Award

ATTACHMENT C. Schedule A

ATTACHMENT D. Resolution No. 440-9368


Heydee Koury, Sr Accountant - Auditor 4/28/2023


Douglas Cordonez Jr. 5/2/2023


Michael Bowers, Assistant HR Director 5/1/2023


Gregg Gu, Chief Deputy County Counsel 5/2/2023

RESOLUTION NO. 440-9368

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on May 9, 2023, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Director of Public Health is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
13867	+ 1	4200101600	Supervising Office Assistant I

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of said Board

By:  _____
Deputy

05.09.2023 3.29

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-059

SAP Number

4400021159

Department of Public Health

Department Contract Representative	<u>Lisa Ordáz, HS Contracts</u>
Telephone Number	<u>(909) 388-0222</u>
Contractor	<u>County of Riverside</u>
Contractor Representative	<u>Lea Morgan, HIV/STD Branch</u>
Telephone Number	<u>(951) 358-7234</u>
Contract Term	<u>March 1, 2023 through February 28, 2025</u>
Original Contract Amount	<u>\$848,680</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$848,680</u>
Cost Center	<u>93000371000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide medical care and support services for individuals living with Human-Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS); and, as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find County of Riverside (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide medical care and support services under Ending the HIV Epidemic in the United States; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

MAY 9 2023 3.29

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ATTACHMENTS

- A. SCOPE OF WORK - ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA – (PROGRAM YEAR 2023-24)**
- A1. SCOPE OF WORK - ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA – (PROGRAM YEAR 2024-25)**
- B. RYAN WHITE UNIT OF SERVICE DEFINITIONS**
- C. MOU MINIMUM REQUIREMENTS**
- D. TGA CULTURAL AND LINGUISTIC COMPETENCY STANDARDS**
- E. ENDING THE HIV EPIDEMIC (EHE) REPORTING REQUIREMENTS**
- F. DOCUMENT TRANSMITTAL FORM**
- G. ASSURANCE OF COMPLIANCE STATEMENT**
- H. ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN FOR (PROGRAM YEAR 2023-24)**
- H1. ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN FOR (PROGRAM YEAR 2024-25)**
- I. ENDING THE HIV EPIDEMIC (EHE) INVOICE TEMPLATE**

A. DEFINITIONS

1. Acquired Immunodeficiency Syndrome (AIDS) – A disease of the body's immune system caused by the Human Immunodeficiency Virus (HIV). AIDS is characterized by the death of CD4 cells, which leaves the body vulnerable to life-threatening conditions, such as infections and cancers.
2. AIDS Regional Information and Evaluation System (ARIES) – The Management Information System currently utilized throughout the Transitional Grant Area (TGA) and that all selected contractors will be required to use.
3. Continuum of Care – A comprehensive range of services required by individuals or families with HIV/AIDS in order to meet their health care and psychosocial service needs throughout the course of their illness. The organization of services responds to the individual's changing needs in a coordinated, timely, and uninterrupted manner, increasing access to and maintenance in care.
4. Cost Effectiveness – Cost effective programs do not necessarily lead to cost savings, although they do provide good value for the money. Cost effectiveness can be described in several ways:
 - A service or program is considered cost effective when the unit cost is reasonable and acceptable relative to the benefits and outcomes received/produced.
 - A service may be considered cost effective if it provides an additional benefit worth the additional cost.

As the bulk of services in this RFP are “human services” and understanding that “cost effectiveness,” as it relates to Ending the HIV Epidemic: A Plan for America services, cannot be measured precisely due to regional differences, cost variances, variances among specific population needs, and the varying impacts of the costs and complexities of care associated with co-morbidities usually associated with HIV disease, the cost to provide services will be only one consideration in evaluating proposals. Quality of service and actual health outcomes are also factors in determining cost effectiveness. Services with better outcomes may be more costly, but nonetheless more cost effective when outcomes are considered.

5. Grant Period – The Ending the HIV Epidemic in the United States grant period is March 1, 2023 to February 28, 2025.
6. Human Immunodeficiency Virus (HIV) – The causative agent of AIDS. It includes the entire spectrum of the natural history of HIV, from post infection through the clinical definition of AIDS.
7. HIV Continuum of Care – Sometimes referred to as the HIV treatment cascade, this is a model that outlines sequential steps or stages of HIV medical care that people living with HIV go through from initial diagnosis to achieving the goal of viral suppression. The five stages are diagnosis, linked to care, engaged/retained in care, prescribed Antiretroviral Therapy, and achieved Viral Suppression.
8. HIV+ or HIV positive – Having had a positive result in a blood test for the Acquired Immunodeficiency Syndrome (AIDS) virus. HIV is a virus that attacks the cells of a person's immune system, specifically CD4 cells.
9. Health Resources Services Administration (HRSA) – An arm of Health and Human Services, HRSA is a Federal agency with the responsibility/authority for awarding Ending the HIV Epidemic in the United States.
10. Human Services (HS) – San Bernardino County Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

11. Inland Empire HIV Planning Council (IEHPC) – The planning body appointed by the San Bernardino County Board of Supervisors and mandated by Federal law to set service priorities for funding allocations for the expenditures of Ryan White Part A Program funds.
12. Minority AIDS Initiative (MAI) – A Ryan White funding stream, funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities.
13. Memorandum of Understanding (MOU) – An agreement between specified parties for the purpose of linking services for the enhancement of services to People Living With HIV/AIDS (PLWHA) in the Riverside/San Bernardino Transitional Grant Area (TGA).
14. National HIV AIDS Strategy 2020 Update – A five (5) year plan that details principles, priorities, and actions to guide the national response to the HIV epidemic. The strategy has four (4) primary goals: 1) Reduce new HIV infections, 2) Increase access to care and optimize health outcomes for people living with HIV, 3) Reduce HIV-related health disparities and health inequities, and 4) Achieve a more coordinated national response to the HIV epidemic.
15. Office of Management and Budget (OMB) – The office within the executive branch of the Federal government, which prepares the annual budget, develops the Federal government's fiscal program, oversees administration of the budget, and reviews government regulations.
16. Part A – The Federally funded portion of the Ryan White Program (formerly Title I of the CARE Act) that provides assistance to localities (TGAs) disproportionately affected by the HIV/AIDS epidemic.
17. Part B – The state funded portion of the Ryan White Program (formerly Title II of the CARE Act) that provides assistance to Local Health Jurisdictions (LHJs) disproportionately affected by the HIV/AIDS epidemic.
18. Payer of Last Resort – Services that can be reimbursed by any private or public payers should be determined and used before Ending the HIV Epidemic: A Plan for America funds are used to pay for care making this funding the "payer of last resort." Ending the HIV Epidemic: A Plan for America funds may pay for services that fill the gaps in coverage of these other private or public health care programs, but funds received cannot be used to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by another payment source.
19. Program Income – Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in 45 C.F.R. part 74.24, subdivisions (e) and (h)). Program income is most commonly generated by recipients and subrecipients as a result of charging for services and receiving payment from third-party reimbursement. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, and interest on loans made with award funds.

All program income generated as a result of awarded funds must be used for approved project-related activities and it is to be tracked and reported to the County.

20. Ryan White Program – The federal law enacted in 1990 as the Ryan White CARE Act to address the health care and service needs of people living with HIV/AIDS and their families. The program was reauthorized in 1996, 2000, 2006, and 2009.
21. Services – The required services described in this Contract.
22. Supplanting of Ending the HIV Epidemic in the United States funds – Ending the HIV Epidemic in the United States funds cannot be used to replace or substitute other federal, state, or other funds in the payment of services to clients.

23. Transitional Grant Area (TGA) – A Ryan White Program Part A-funded jurisdiction that has reported at least 1,000 but fewer than 2,000 AIDS cases during the previous five (5) years. The TGA referred to in this RFP is the combined counties of Riverside and San Bernardino.

B. CONTRACTOR RESPONSIBILITIES

1. SERVICES

Contractor shall:

- a. Provide services as set forth in the Scope of Work – Ending the HIV Epidemic: A Plan for America (Attachment A) and Ryan White Unit of Service Definitions (Attachment B).
- b. Develop and deliver program in accordance with the most current:
 - 1) IEHPC Standards of Care. Copies of these standards are available on www.iehpc.org.
 - 2) HRSA/HAB Policy Letters and Monitoring Standards. <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>.
 - 3) Local Ryan White Program policies (general and ARIES). Documents will be distributed separately and are also available upon request.
 - 4) State Office of AIDS ARIES policies. http://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_aries_resources.aspx

2. PROGRAM REQUIREMENTS

Contractor shall:

- a. Establish mechanisms to track and demonstrate client eligibility at point of service.
- b. Have mechanisms to ensure that clients who receive EHE funded services are not eligible for services funded by other sources, including mechanisms to document that all other service options to meet a client's need were explored and a determination was made that no other resource was available before EHE funds were used.
- c. Establish mechanisms for integration and/or coordination with existing service providers, as appropriate, and participate in the community-wide HIV/AIDS continuum of HIV prevention and care, as described in MOU Minimum Requirements (Attachment C).
- d. Ensure mechanisms to increase access to care for all eligible clients in the geographic area(s) to which the agency is applying for funding.
- e. Designate administrative staff or line staff, as necessary, to regularly attend required Quality Management (QM) sessions. "Regularly attend" means attending 90% or more of the scheduled meetings.
- f. Establish mechanisms to:
 - 1) Comply with the Quality Management components as outlined above.
 - 2) Effectively collect and maintain data and other records to demonstrate performance related to the indicators for each service and provide progress reports in a format communicated by and acceptable to the County.
 - 3) Identify a QM Technical Lead who will:
 - 1) Participate in the monthly QM calls to provide updates on activities, needs, and assistance;

- 2) Participate in the quarterly QM meetings; and
 - 3) Provide and facilitate training/support for agency staff.
- g. Have a written process to facilitate culturally and linguistically appropriate transition of clients to other services, as needed, at any time during the contract period.
 - h. Ensure that services delivered are culturally and linguistically specific to the population(s) served and that contracted agency adheres to the TGA Cultural and Linguistic Competency Standards (Attachment D).
 - i. Establish mechanisms for outreach to individuals with HIV/AIDS, who are aware of their status, but are not in care, to inform them of available services and bring those eligible for services into care.
 - j. Establish mechanisms and specific strategies that will identify individuals who are unaware of their HIV status, make them aware (provide or refer to testing), and bring them into care (refer and link).
 - k. Establish mechanisms and specific strategies to assist HIV+ individuals with obtaining medical insurance and navigating insurance systems to ensure maintenance in care.
 - l. Establish mechanisms to address client needs along the HIV Continuum of Care, either directly or through collaboration.
 - m. Participate in and engage agency clients in a survey of client satisfaction. The County will communicate parameters and methodology to service providers.
 - n. Designate administrative staff or line staff, as necessary, to regularly attend Ryan White Program meetings and required ARIES Technical Assistance sessions. "Regularly attend" means attending 90% or more of the scheduled meetings.
 - o. Establish mechanisms to:
 - 1) Effectively collect and maintain data and other records to demonstrate performance related to the indicators for each service and provide various progress reports in a format communicated by and acceptable to the County;
 - 2) Fully integrate the TGA's management information system [AIDS Regional Information Evaluation System (ARIES)], to collect and report data elements that are required by the TGA. See Ryan White Unit of Service Definitions (Attachment B). ARIES must be installed on Windows-based computers as the system is not compatible with other operating systems; and
 - 3) Identify an ARIES "Technical Lead" (TL) who will:
 - a) Participate on the TGA ARIES TL Collaborative to provide input on the effective use of the system;
 - b) Provide and facilitate technical support for agency staff; and
 - c) Participate in training provided by the State Office of AIDS (in person or via webinars) and/or the TGA to ensure sufficient proficiency with the system and provides ARIES specific training to new and existing agency staff.

3. CLIENT ELIGIBILITY

- a. Contractor shall verify and maintain proof of each client's HIV status prior to providing client services under this Contract.
- b. Clients must have an HIV-positive serostatus to be eligible to receive goods or services provided under this Contract. Proof of eligibility shall consist of either:
 - 1) A statement of diagnosis of AIDS or positive HIV serostatus signed by a licensed physician, licensed Nurse Practitioner, or licensed physician's assistant; or

- 2) A medical laboratory's statement of test results clearly indicating positive HIV serostatus and identifying the patient tested.

NOTE: Anonymous HIV test results will not be accepted as proof of HIV positive serostatus and should not be included in a client's confidential case file. Possession of HIV specific prescription medications is not proof of HIV positive serostatus for purposes of this Contract.

4. CLINICAL QUALITY IMPROVEMENT (CQI)

- a Contractor shall ensure that all appropriate staff participate in the County's continuous quality improvement activities through mandatory regular attendance at meetings and other training functions or activities as specified by the County. "Mandatory regular attendance" means attending 90% or more of the scheduled meetings.
- b Quality Management Plans are required of Ending the HIV Epidemic: A Plan for America subrecipients. This written document shall describe, in a clear and concise manner, all aspects of the subrecipient's quality management program. Components of the written plan shall include, but not limited to, client and agency-specific goals, all quality management activities, including previously implemented performance improvements, and current performance measures. Recipient staff shall review agencies for compliance during site monitoring visits.
- c. Non-clinical Reviews shall consist of, but are not limited to, the quality management site visit, which shall be conducted by the program staff respectively. The site visits are herein conducted on an annual basis, at minimum, and shall determine whether the agency's programs and services are in compliance and adhering to the appropriate guidelines for quality and appropriate service delivery. All funded services providers shall receive the reviews.
- d. Contractor shall measure client satisfaction by assessing client opinion regarding the quality of services provided, through methods such as post-service surveys, clients shall be given the opportunity to express whether expectations were met, exceeded, or were not met or satisfied. Areas to be assessed shall include, but are not limited to, interactions with agency, staff, accessibility to facilities, amount of time spent on waiting list and quality of service(s) rendered. Subrecipient is required to participate fully in all client satisfaction measurement activities, which may include subrecipient developed and system-wide satisfaction survey. Surveys are to be completed annually and shall receive 80% or greater rating on client satisfaction survey. Failure to do so will result in a performance improvement plan, which is to be submitted within thirty (30) days after survey results are submitted to QM Coordinator.
- e. Data Management is expected of all programs in order to collect, monitor, and report both client and service encounter data. Subrecipient shall be required to utilize ARIES to input all client and service encounter data. All services billed to the program for reimbursement must be reconciled with the data in ARIES. Data should be used to manage the program including the fiscal aspects of the subrecipient's programs.
- f. Contractor shall collect and maintain information utilizing the ARIES Management Information System (MIS), as required by the TGA. Contractor shall comply with applicable State and local ARIES policies. ARIES may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input ARIES data as soon as possible, but no later than twenty (20) calendar days following the month in which services were provided. The County reserves the right to modify or add to the core data elements, provided that the Contractor shall not be required to collect and maintain information related to such core data elements until thirty (30) calendar days following notice of the modification or addition. If Contractor fails to utilize the ARIES MIS and comply with County requirements, this Contract may be terminated as set forth in Section IX.

- g. Contractor shall provide various progress reports and have complete and full data entered into ARIES per the timeline indicated on the Ending the HIV Epidemic: A Plan for America Reporting Requirements (Attachment E). The County reserves the right to revise report formats and/or reporting schedules to meet updated program requirements. Failure to submit reports or data as required may result in the delay of payment to the Contractor or termination of the Contract as set forth in Section D.
- h. Outcome Evaluations shall assess health, quality of life, increase in knowledge, and cost-effective measures for each service category. Subrecipient shall participate fully in all evaluation activities including, but not limited to, the continual monitoring of service category specific outcome measures. Subrecipient shall utilize outcome measures specific to each funded service category, and shall document agency performance and submit written reports of the results to the program as prescribed by the program. Subrecipient agrees to send a completed quarterly report to the program by the 25th of the month following the end of quarter. In the event the 25th falls on a weekend or a holiday, report is due on the following business day.
 - 1) Quarter 1: March – May due June 25th
 - 2) Quarter 2: June – August due September 25th
 - 3) Quarter 3: September – October due November 25th
 - 4) Quarter 4: November – February due March 25th
- i. Subrecipient shall use HRSA/HAB performance measures specific to each funded service category and shall document agency performance and submit results on the reporting document provide by the program biannually on September 25th and March 25th. In the event that the 25th falls on a weekend or holiday, report is due on the following business day. The requirements for the performance measures specific to the service category are as follows:

Percent of RWP eligible clients receiving at least one (1) unit of service for a RWP-funded service category	Minimum number of performance measures
>=50%	2
>15% to <50%	1
<=15%	0
- j. Outpatient/Ambulatory Health Services Contractors will provide services that conform to the current "U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection;" "U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents;" and "Public Health Service Task Force Recommendations for Use of Antiretroviral Drugs in Pregnant HIV-1-infected Women for Maternal Health and Interventions to Reduce Perinatal HIV-1-Transmission in the United States."
- k. Outpatient/Ambulatory Health Services Contractors shall conduct an annual peer review of practices including at least one (1) external physician to determine whether care provided has been consistent with the U.S. Public Health Service treatment guidelines and general standards of practice and utilization for HIV/AIDS patients. Contractor shall make the resultant report available to the County upon request. See IEHPC Outpatient/Ambulatory Health Services standard.
- l. Outpatient/Ambulatory Health Services personnel must be board certified and/or meet all credentialing requirements for their specialty/medical degree. Certification by the American Academy of HIV Medicine (AAHIVM), Association of Nurses in AIDS care (ANAC), and/or other comparable organizations is strongly encouraged. The Contractor shall keep copies of membership documents on file for staff and make them available to the County for review upon request.

- m. Contractor shall be required to collect Client Level Data (CLD) and report such data in the required format to the County and to HRSA within the required timeframes. The County will communicate the specific data elements to be collected and the reporting formats and timeframes within the contract year.
- n. When providing EHE services, Contractor will adhere to the standards as set forth in the TGA Cultural and Linguistic Competency Standards (Attachment D). Contractor will conduct activities to ensure that targets, as set forth in the standards, are achieved. The County will provide the required formats for various Cultural Competency tools to be used in the measurement of progress toward achieving targets including, but not limited to, Cultural Competency Organizational Self-Assessment and Cultural/Linguistic Competency related questions on the Client Satisfaction Survey.

5. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall:

- a. Comply with all requirements of the Ryan White Program.
- b. Comply will all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to the duties, obligations, and performance under the terms of this Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this Section may result in immediate termination of this Contract.
- c. Assume responsibility for full compliance with all applicable laws, statutes, ordinances, administrative orders, rules or regulations and agree to fully reimburse the County for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractors as may be revealed by subsequent audit or otherwise.
- d. Comply with EHE Payer of Last Resort requirement. Services that can be reimbursed by any private or public payers must be determined and used before EHE funds are used to pay for care making EHE funding the "payer of last resort." EHE may pay for services that fill the gaps in coverage of these other private or public health care programs, but the funds cannot be used for services that should be reimbursed or paid by other payers. Reasonable, vigorous efforts must be made to utilize and otherwise connect clients with other private or public programs.
- e. Comply with Ryan White Program Policy Letters (Program and ARIES) that are generated by the Ryan White Program Office. These may reflect existing or emerging County contractual requirements, Ryan White Program requirements, HRSA requirements and expectations, and IEHPC Directives and policy changes. Contractor shall ensure that its internal policies and procedures are congruent and integrated with the emerging policies of HRSA and the County.
- f. Comply with the most recently approved IEHPC Standards of Care. See www.iehpc.org for current standards.
- g. Comply with the HRSA/HAB (HIV/AIDS Bureau) National Monitoring Standards pertaining to Part A as indicated at the following website: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>.
- h. Comply with the Pilot Program for Enhancement of Employee Whistleblower Protection, Statute (41 U.S.C. §4712).

6. LIMITS ON PROGRAM EXPENDITURES

The following are various constraints related to the provision of Ending the HIV Epidemic: A Plan for America-funded services:

- a. Funds from Ending the HIV Epidemic: A Plan for America may not pay for any item or service to the extent that payment has been made (or reasonably can be expected to be

made), with respect to that item or service, under any state compensation program, insurance policy, federal or state benefits program, or any entity that provides health services on a prepaid basis (except for a program administered by or providing health services on a prepaid basis or providing the services of the Indian Health Service).

- b. All providers of care will have a participation agreement under the State plan approved under Title XIX of the Social Security Act, or, if not qualified to receive payments under such State plan, the provider does not, in providing health care services, impose a charge or accept reimbursement available from any third-party payer, including reimbursement under any insurance policy or under any Federal or State health benefits program.
- c. Funds cannot be used to make cash payments to intended clients of Ending the HIV Epidemic: A Plan for America. This includes cash incentives and cash intended as payment for services.
- d. The use of Ending the HIV Epidemic: A Plan for America funds to supplant other federal, state, or other funds is strictly prohibited by law.
- e. Funds shall not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building.
- f. Funds cannot be used for international travel.
- g. Funds cannot be used for Syringe Services Programs (SSPs).
- h. Funds cannot be used for Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP is not living with HIV and therefore not eligible for HRSA HAB initiative funded medication.
- i. Funds cannot be used to purchase food or meals, including water or other beverages, unless funded under the Ryan White Food Services Category and for the express need and use by Ryan White Program (RWP) eligible clients.
- j. Funds are for HIV/AIDS related services only. Therefore, research, epidemiological, and capital projects cannot be funded and will not be considered.
- k. Other unallowable costs include clothing, employment and employment-readiness services, funeral and burial expenses, property taxes.
- l. Administrative costs, including expenses such as overhead and indirect costs, shall not exceed ten percent (10%) of the total amount awarded by service.
- m. Contractor must have in place reasonable methodologies for allocating costs among different funding sources and Ending the HIV Epidemic services. This includes allocation of employee time and effort that establish and consistently use allocation methodology for employee expenditures where employees are engaged in activities supported by several funding sources. Allocations must be reasonable when compared to level of service provided. All contracted agencies are required to develop a written allocation methodology and submit to the Ryan White Program for review and approval. (HRSA/HAB National Monitoring Standards – Fiscal Part A – Sections G and K).
- n. Contractor must comply with contract provisions as well as requirements delineated in related policies, including, but not limited to the HIV/AIDS Bureau (HAB) National Monitoring Standards (NMS), Inland Empire HIV Planning Council (IEHPC) Service Standards, Ryan White Program (RWP) Policies, California State Office of AIDS ARIES Policies, and Health Resources and Services Administration (HRSA) Policies.

- o. If Contractor receives EHE funds charges for services, charges shall be on a sliding fee schedule that is readily available to the public for viewing. Cumulative charges to individual clients receiving EHE services must conform to statutory limitations. No client shall be denied services solely because of an inability to pay. Contractors are required to have a written Sliding Fee Policy and are required to submit their agency's Sliding Fee Policy to the Ryan White Program Office, 451 E. Vanderbilt Way, 2nd Floor, San Bernardino, CA 92408, within sixty (60) days of the start of the contract period.
- p. A percentage of the funds (as indicated by the Centers for Disease Control) made available to the Contractor under this Contract shall be used to provide services to women, infants, children, and youth with HIV disease. The targets will be provided by the RWP office per request. For the purposes of this provision, the following definitions shall apply:
 - Women ~ ~ Females aged 25 and older
 - Infants ~ ~ Ages birth to less than 2 years
 - Children ~ ~ Ages 2 to 12 years
 - Youth ~ ~ Ages 13 to 24 years
- q. To the extent possible, equipment and products purchased with EHE funds shall be American made.
- r. Travel expenses for employees working on EHE Program funded activities are reimbursable under this Contract when such travel is pre-approved and directly furthers the provision of HIV related services. Expenditures may include mileage and other travel related costs. Travel costs are limited to those allowed by formal organizational travel policy which must include mileage reimbursement rates and maximum per diem and subsistence rates.

C. GENERAL CONTRACT REQUIREMENTS

- 1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
- 3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- 4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
- 5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- 6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the

preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer of Department Operations or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three-year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

- 16. Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- 17. Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

- 18. Reserved.**

- 19. Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

- 20. Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
- 21. Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Outpatient/Ambulatory Health Services personnel must be board certified and/or meet all credentialing requirements for their specialty/medical degree. Certification by the American Academy of HIV Medicine (AAHIVM), Association of Nurses in AIDS care (ANAC), and/or other comparable organizations is strongly encouraged. The Contractor shall keep copies of membership documents on file for staff and make them available to the County for review upon request.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this

Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved.**
31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the DPH Director or their designee, and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon

the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

- 37. Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of DPH through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

- 38. Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
- 39. Termination for Convenience** – The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
- 40. Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
- 41. Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim

concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

- 42. Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with other applicants on a merit basis.
- 43. Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- 44. Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Copyright** – County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.
46. **Reserved.**
47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
48. **Reserved.**
49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
51. **Complaint and Grievance Procedure** – Contractor shall develop an agency-specific grievance policy and procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the grievance procedure and that the recipient of services are made aware of their rights and responsibilities. Within thirty (30) days of

the date of the claimant filing a grievance, Contractor must process and provide a written response to the claimant. Additionally, documentation signed by the client demonstrating that the Contractor has complied with this requirement must be filed in the recipient's case file and made available to the County upon request.

a. **Unresolved Grievance at Contractor Level:**

If a grievance is unresolved within the parameters of the internal agency process, the County requires the Contractor to notify every recipient that they have ten business days to take their grievance to the Ryan White Program Office.

To submit an unresolved grievance, the client shall be instructed to submit the following: 1) a completed Grievance Form (Standardized) stating the issue and desired resolution, and 2) a copy of all documentation related to the grievance, including a copy of the agency's response with which the client was not satisfied.

b. **Grievance Documentation Log:**

Contractor shall create, utilize, and make available to the County a Grievance Documentation Log. All received, written grievances must be logged, and the Grievance Documentation log should document the following information: date of log entry, name of client, date grievance was filed, nature of grievance, outcome, and follow-up. All entries noted on the Grievance Documentation Log shall be documented sequentially. The log will be made available to the Ryan White Program upon request.

- 52. Contractor Board of Directors' Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- 53. Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- 54. Reserved.**
- 55. Reserved.**
- 56. Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
- 57. Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- 58. Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
- 59. Reserved.**

60. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
 - b. Attachments to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Equipment** – All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) which has a single unit cost of five thousand dollars (\$5000) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of the County, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County when the Contract is terminated. Additional terms are as follows:
- a. The purchase of any furniture or equipment which exceeds a single unit cost of five thousand dollars (\$5000) and/or was not included in Contractor's approved budget, shall require the prior written approval of County, and shall fulfill the provisions of this Contract which are appropriate and directly related to Contractor's services or activities under the terms of the Contract. County may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from County.
 - b. Before equipment purchases made by Contractor are reimbursed by County, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.

- c. Contractor shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased.

65. Supersedes Prior Agreements – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

66. Reserved.

D. TERM OF CONTRACT

1. This Contract is effective as of March 1, 2023 and expires February 28, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer of Department Operations is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

County shall:

1. Provide consultation and technical assistance to the Contractor in carrying out the terms of this Contract.
2. Monitor the quality and effectiveness of services provided based on criteria established by the County.
3. Compensate the Contractor in accordance with the provisions of Section V of the contract. The process may take up to sixty (60) days from the date of receipt of the invoice.

F. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$848,680, of which \$848,680 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

It is further broken down by Program Year as follows:

Program Year	Dollar Amount
March 1, 2023 through February 29, 2024	\$424,340
March 1, 2024 through February 28, 2025	\$424,340
Total	\$848,680

2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

Payment shall be contingent upon the submission of required invoices, monthly reports, and supporting documentation. Expenditures for services submitted by the Contractor for payment must be consistent with the approved Ending the HIV Epidemic in America Budget and Allocation Plan (Attachments H and H1), attached hereto and incorporated by this reference.

3. Contractor shall provide monthly invoices to the County within twenty (20) calendar days or earlier following the month in which services were provided in the format designated in the Ending the HIV Epidemic in the United States Invoice Template (Attachment I), attached hereto and incorporated herein by this reference. Invoices submitted after the required due date will be paid at the sole discretion of the County.
4. Progress and utilization reports must be entered into ARIES before the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly identify the supporting data/information of the submitted invoice, including utilization reports printed from ARIES and logs (as required). Invoices submitted without corresponding utilization, narrative reports, and supporting documentation will not be processed and will be returned to Contractor. Failure to submit documents as required may result in the delay of payment to the Contractor. Refer to RWP Policy #2: Monthly Invoice/Reporting Packet for most recent requirements. The County reserves the right to revise invoice formats to meet updated program requirements. Invoices shall be submitted to:

San Bernardino County, Department of Public Health
Ryan White Program
451 E. Vanderbilt Way, 2nd Floor
San Bernardino, CA 92408
Main Line: (909) 387-6492

5. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
6. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
7. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
8. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
9. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
10. Federally funded non-profit Contractors may elect to include an Indirect Cost Rate in the cost reimbursement contract budget, and have the following four (4) options to recover costs expended in the process of managing the federal awards:

- a. Apply the current federally negotiated indirect cost rate that has been approved by a federal cognizant agency; or
- b. Apply a state negotiated indirect cost rate or a rate negotiated between the pass-through entity and the subrecipient; or
- c. Elect to use a flat de minimis rate of 10% of Modified Total Direct Costs (MTDC) under the guidelines below; or
- d. Charge costs directly (Direct Charge) as long as those costs are charged the same consistently across all federal awards. Administrative and clerical salaries should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: 1) services are integral to a project or activity; 2) individuals involved can be specifically identified with the project or activity; 3) costs are explicitly included in the budget or have the prior written approval of awarding agency; and 4) the costs are not also recovered as indirect costs.

11. Contractors that elect to use the flat de minimis rate must:

- a. Have never held a negotiated rate;
- b. Not be a state or local government or Indian Tribe receiving over \$35 million in direct federal funding; and
- c. Use the rate consistently across all federal awards until such time Contractor chooses to negotiate a different rate.

The 10% rate is not an additional amount over and above the total awarded contract dollar amount.

The rate shall be based off the MTDC, meaning all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontracts up to the first \$25,000.

MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs.

For additional information, please refer to Office of Management and Budget (OMB) 2 CFR 200.412 – Classification of Costs at <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-412> and 2 CFR 200.68 – Modified Total Direct Costs at <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-68>.

- 12.** Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 1. Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to

the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is

reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- 11. Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable

- d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
 93.686 Ending the HIV Epidemic: A Plan for America - Ryan White
 HIV/AIDS Program Parts A and B

8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAM	Riverside, County of
UEI	YXSZFGDUQUJ5
FAIN	UT833958

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or

e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. Reserved.

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment G) annually.

4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.

- a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
- b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
- c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

(Program)
San Bernardino County
Department of Public Health
Ryan White Program
451 E. Vanderbilt Way, 2nd Floor
San Bernardino, CA 2408

(Contractor)
County of Riverside, Department of Public Health
4065 County Circle Drive
Riverside, CA 92503

(Contract)
San Bernardino County
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

County of Riverside

(Print or type name of corporation, company, contractor, etc.)

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: FEB 07 2023

Name Kevin Jeffries
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Chairman, Board of Supervisors
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *[Signature]*
Deputy

Dated: _____

Address 4065 County Circle Drive
Riverside, CA 92503

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Adam Ebright*
Adam Ebright, County Counsel
Date January 25, 2023

Reviewed for Contract Compliance
DocuSigned by:
Patty Steven
Patty Steven, HS Contracts
Date January 26, 2023

Reviewed/Approved by Department
DocuSigned by:
Joshua Dugas
Joshua Dugas, Director
Date January 26, 2023

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

County of Riverside

▶ Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

(Print or type name of corporation, company, contractor, etc.)
By: ▶ [Signature]
(Authorized signature - sign in blue ink)

Dated: FEB 07 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Kevin Jeffries
(Print or type name of person signing contract)

By [Signature]
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

Title Chairman, Board of Supervisors
(Print or Type)

Dated: 5/9/23
Address 4065 County Circle Drive
Riverside, CA 92503

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ Adam Ebright
Adam Ebright, County Counsel
Date January 25, 2023

Reviewed for Contract Compliance
▶ Patty Steven
Patty Steven, HS Contracts
Date January 26, 2023

Reviewed/Approved by Department
▶ Joshua Dugas
Joshua Dugas, Director
Date January 26, 2023

ATTEST:
KIMBERLY A. RECTOR, Clerk
By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY [Signature] 4-19-23
ESEN E SANZ DATE

SCOPE OF WORK – Ending the HIV Epidemic: A Plan for America

USE A SEPARATE SCOPE OF WORK FOR EACH PROPOSED SERVICE CATEGORY

Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD Branch
Grant Period:	March 1, 2023 – February 29, 2024
Service Category:	NON-MEDICAL CASE MANAGEMENT SERVICES
Service Goal:	The goal of Case Management (non-medical) is to facilitate linkage and retention in care through the provision of guidance and assistance with service information and referrals
Service Health Outcomes:	Improved or maintained CD4 cell count Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral suppression rate Improve retention in Care (at least one medical visit each 6-month period)

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 23/24 TOTAL
Proposed Number of Clients	50	15	0	0	0	0	65
Proposed Number of Visits = Regardless of number of transactions or number of units	95	30	0	0	0	0	125
Proposed Number of Units = Transactions or 15 min encounters (See Attachment P)	130	55	0	0	0	0	185

Group Name and Description (must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
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•								
•								

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1: The HIV Nurse Clinic Manager is responsible for ensuring Case Management (Non-Medical) Services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</p> <p>Activities:</p> <ul style="list-style-type: none"> Case Manager will work with patient to conduct an initial intake assessment within 3 days from referral. 	1 & 2	03/01/23-02/29/24	<ul style="list-style-type: none"> Patient Assessments Care Plans Case Management Tracking Log Case Conferencing Documentation Referral Logs Progress Notes Cultural Competency Plan ARIES Reports
<p>Element #2: Initial and on-going of acuity level</p> <p>Activities:</p> <ul style="list-style-type: none"> Case Manager will provide initial and ongoing assessment of patient's acuity level during intake and as needed to determine Case Management or Medical Case Management needs. Initial assessment will also be used to develop patient's Care Plan. Case Manager will discuss budgeting with patients to maintain access to necessary services and Case Manager will screen for domestic violence, mental health, substance abuse, and advocacy needs. 	1 & 2	03/01/23-02/29/24	
<p>Element #3: Development of a comprehensive, individual care plan.</p> <p>Activities:</p> <ul style="list-style-type: none"> Case Manager will refer and link patients to medical, mental health, substance abuse, psychosocial services, and other services as needed and Case Manager will provide referrals to address gaps in their support network. Case Manager will be responsible for eligibility screening of HIV patients to ensure patients obtain health insurance coverage for medical care and that Ryan White funding is used as payer of last resort. Case Manager will assist patient to apply for medical, Covered California, ADAP and/or OA CARE HIPP etc. Case Manager will coordinate and facilitate benefit trainings for patients to become educated on covered California open enrollment, Medi-Cal IEHP, OA- CARE HIPP etc. 	1 & 2	03/01/23-02/29/24	
<p>Element #4: Case Manager will provide education and counseling to assist the HIV patients with transitioning if insurance or eligibility changes.</p> <p>Activities:</p>			

<ul style="list-style-type: none"> Case Manager will assist patients with obtaining needed financial resources for daily living such as bus pass vouchers, gas cards, and other emergency financial assistance. 			
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Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD
Grant Period:	March 1, 2023 -- February 29, 2024
Service Category:	Medical Case Management (MCM)
Service Goal:	The goal of providing medical case management services is to ensure that those who are unable to self-manage their care, struggling with challenging barriers to care, marginally in care, and/or experiencing poor CD4/Viral load tests receive intense care coordination assistance to support participation in HIV medical care.
Service Health Outcomes:	Improved or maintained CD4 cell count Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load Improved retention in care (at least 1 medical visit in each 6-month period) Reduction of Medical Case Management utilization due to client self-sufficiency.

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 23/24 TOTAL
Proposed Number of Clients	53	17	0	0	0	0	70
Proposed Number of Visits = Regardless of number of transactions or number of units	210	70	0	0	0	0	280
Proposed Number of Units = Transactions or 15 min encounters	340	110	0	0	0	0	450

Group Name and Description (Must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
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N/A			
PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1: The HIV Nurse Clinic Manager is responsible for ensuring MCM services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</p> <p>Activities:</p> <ul style="list-style-type: none"> • Management and MCM staff will attend Inland Empire HIV Planning Council Standards of Care Committee meetings to ensure compliance. • MCM staff will receive annual training on MCM practices and best practices for coordination of care, and motivational interviewing. 	1 & 2	03/01/23-02/29/24	<ul style="list-style-type: none"> • Medical Case Management Needs Assessments • Patient Acuity Assessments • Benefit and resource referrals • Comprehensive Care Plan • Case Conferencing Documentation • Referral Logs • Progress Notes • Cultural Competency Plan • ARIES Reports
<p>Element #2: Medical Case Managers will provide Medical Case Management Services to patients that meet TGA MCM service category criteria:</p> <p>Activities:</p> <ul style="list-style-type: none"> • Benefits counseling, support services assessment and assistance with access to public and private programs the patient may qualify for. Make referrals for: home health, home and community-based services, mental health, substance abuse, housing assistance as needed 	1 & 2	03/01/23-02/29/24	
<p>Element #3: Medical Case Managers will conduct an initial needs assessment to identify which HIV patients meet the criteria to receive medical case management.</p> <p>Activities: Initial patient, family member and personal support system assessment. Re-assessments will be conducted at a minimum of every four months by MCM staff to determine ongoing or new service needs.</p>	1 & 2	03/01/23-02/29/24	
<p>Element #4: Medical Case Managers will conduct initial and ongoing assessment of patient acuity level and service needs.</p> <p>Activities:</p> <ul style="list-style-type: none"> • If patient is determined to not need intensive case management services, they will be referred and linked with case management (non-medical) services. 	1 & 2	03/01/23-02/29/24	

<p>Element #5: The MCM staff will develop comprehensive, individualized care plans in collaboration with patient, primary care physician/provider and other health care/support staff to maximize patient's care and facilitate cost-effective outcomes.</p> <p>Activities:</p> <ul style="list-style-type: none"> The plan will include the following elements: problem/presenting issue(s), service need(s), goals, action plan, responsibility, and timeframes. 	1 & 2	03/01/23-02/29/24	
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Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD Branch
Grant Period:	March 1, 2023 -- February 29, 2024
Service Category:	OUTPATIENT/AMBULATORY HEALTH SERVICES
Service Goal:	To maintain or improve the health status of persons living with HIV/AIDS in the TGA. NOTE: Medical care for the treatment of HIV infection includes the provision of care that is consistent with the United States Public Health Service, National Institutes of Health, American Academy of HIV Medicine (AAHIVM).
Service Health Outcomes:	Improved or maintained CD4 cell count; as a % of total lymphocyte cell count. Improved or maintained viral load. Improve retention in care (at least 1 medical visit in each 6-month period). Link newly diagnosed HIV+ to care within 30 days: and Increase rate of ART adherence

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 23/24 TOTAL
Proposed Number of Clients	65	20	0	0	0	0	85
Proposed Number of Visits = Regardless of number of transactions or number of units	320	105	0	0	0	0	425
Proposed Number of Units = Transactions or 15 min encounters	2,300	750	0	0	0	0	3,050

Group Name and Description (Must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
N/A								

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1: DOPH-HIV/STD medical treatment team will provide the following service delivery elements to PLWHA receiving * HIV Outpatient/Ambulatory Health Services at Riverside Neighborhood Health Center, Perris Family Care Center, and Indio Family Care Center. Provide HIV care and treatment through the following:</p> <p>Activities:</p> <ul style="list-style-type: none"> • Development of Treatment Plan • Diagnostic testing • Early Intervention and Risk Assessment • Preventive care and screening • Practitioner examination • Documentation and review of medical history • Diagnosis and treatment of common physical and mental conditions • Prescribing and managing Medication Therapy • Education and counseling on health issues • Continuing care and management of chronic conditions • Referral to and provision of Specialty Care • Treatment adherence counseling/education • Integrate and utilize ARIES to incorporate core data elements. 	1 & 2	03/01/23-02/29/24	<ul style="list-style-type: none"> • Patient health assessment • Lab results • Treatment plan • Psychosocial assessments • Treatment adherence documentation • Case conferencing documentation • Progress notes • Cultural Competency Plan • ARIES reports • Viral loads • Reduction in unmet need • Prescription of/adherence to ART
<p>Element #2: The HIV/STD Branch Chief, Medical Director, and HIV Clinic Manager are responsible for ensuring Outpatient/Ambulatory Health Services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</p> <p>Activity:</p> <ul style="list-style-type: none"> • Management staff will attend Inland Empire HIV Planning Council Standard of Care Meetings. • Management/physician/clinical staff will attend required CME training and maintain American Academy of HIV Medicine (AAHIVM) Certification. 	1 & 2	03/01/23-02/29/24	

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #3: Clinic staff will conduct assessments including evaluation health history and presenting problems. Those on HIV medications are evaluated for treatment adherence. Assessments will consist of:</p> <p>Activities:</p> <ul style="list-style-type: none"> • Completing a medical history • Conducting a physical examination including an assessment for oral health care • Reviewing lab test results • Assessing the need for medication therapy • Development of a Treatment Plan. • Collection of blood samples for CD4 Viral load, Hepatitis, and other testing • Perform TB skin test and chest x-ray 	1 & 2	03/01/23-02/29/24	
<p>Element #4: Clinicians will complete a medical history on patients, including family medical history, psycho-social history, current medications, environmental assessment, diabetes, cardiovascular diseases, renal disease, GI abnormalities, pancreatitis, liver disease, and hepatitis.</p> <p>Activities:</p> <ul style="list-style-type: none"> • Conducting a physical examination • Reviewing lab test results • Assessing the need for medication therapy • Development of a Treatment Plan. 	1 & 2	03/01/23-02/29/24	

Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD Branch
Grant Period:	March 1, 2023 – February 29, 2024
Service Category:	MEDICAL NUTRITION THERAPY
Service Goal:	Facilitate maintenance of nutritional health to improve health outcomes or maintain positive health outcomes.
Service Health Outcomes:	Improve retention in care (at least 1 medical visit in each 6-month period) Improve viral suppression rate.

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 23/24 TOTAL
Proposed Number of Clients	20	12	0	0	0	0	32
Proposed Number of Visits = Regardless of number of transactions or number of units	45	25	0	0	0	0	70
Proposed Number of Units = Transactions or 15 min encounters (See Attachment P)	95	115	0	0	0	0	210

Group Name and Description (Must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/ Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures

<p>Element #1: Medical Nutrition Therapist will develop a Nutrition Screening Tool to identify patients who need Medical Nutrition Therapy Assessments. Risk factors could include but are not limited to: weight loss, wasting, obesity, drug use/abuse, hypertension, cardiovascular disease, liver dysfunction etc.</p> <p>Activities:</p> <ul style="list-style-type: none"> • HIV patients to be screened at every medical appointment by the physician or nursing staff to identify nutrition related problems. Patients will be referred to MNT based on the following criteria: <ul style="list-style-type: none"> ○ HIV/AIDS diagnosis ○ Unintended weight loss or weight gain ○ Body mass index below 20 	1 & 2	03/01/23-02/29/24	<ul style="list-style-type: none"> • MNT schedules/logs • MNT encounter logs • Nutrition Screening and MNT assessment • MNT Referrals Progress/treatment notes • ARIES Reports • Cultural Competency Plan • Academy of Nutrition and Dietetics Standards • Viral loads
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<ul style="list-style-type: none"> ○ Barriers to adequate intake such as poor appetite, fatigue, substance abuse, food insecurity, and depression 			
<p>Element #2: HIV patients will be assessed by MNT based on the following criteria:</p> <ul style="list-style-type: none"> • High risk - to be seen by an RDN within 1 week • Moderate risk - to be seen by an RDN within 1 month • Low risk - to be seen by an RDN at least annually <p>Activities: Initial MNT assessment and treatment will include the following:</p> <ul style="list-style-type: none"> • Gathering of baseline information. Routine quarterly or semi-annually follow-up can be scheduled to continue education and counseling. • Nutrition-focused physical examination; anthropometric data; client history; food/nutrition-related history; biochemical data, medical tests, and procedures. • Identify as early as possible new risk factors or indicators of nutritional compromise. • Discuss plan of treatment with treating physician. Treating physician will RX food and/or nutritional supplements. • Participate in bi-weekly case conferences to discuss treatment planning and coordination with the medical team 	1 & 2	03/01/23-02/29/24	
<p>Element #3: HIV patients who are identified for group education based on MNT assessment and treatment will be referred to MNT group/educational classes</p> <p>Activities:</p> <ul style="list-style-type: none"> • MNT will develop educational curriculum. • HIV patient will attend MNT group/educational class as recommended by MNT and treating physician. 	1 & 2	03/01/23-02/29/24	

SCOPE OF WORK – Ending the HIV Epidemic: A Plan for America
 USE A SEPARATE SCOPE OF WORK FOR EACH PROPOSED SERVICE CATEGORY

Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD Branch
Grant Period:	March 1, 2024 – February 28, 2025
Service Category:	NON-MEDICAL CASE MANAGEMENT SERVICES
Service Goal:	The goal of Case Management (non-medical) is to facilitate linkage and retention in care through the provision of guidance and assistance with service information and referrals
Service Health Outcomes:	Improved or maintained CD4 cell count Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral suppression rate Improve retention in Care (at least one medical visit each 6-month period)

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 24/25 TOTAL
Proposed Number of Clients	60	20	0	0	0	0	80
Proposed Number of Visits = Regardless of number of transactions or number of units	115	40	0	0	0	0	155
Proposed Number of Units = Transactions or 15 min encounters	155	64	0	0	0	0	219

Group Name and Description (must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/ Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1: Case Manager will educate patients regarding allowable services for family members, significant others, and friends in the patient's support system. Services include education on HIV disease, partner testing, care and treatment issues, and prevention education. The goal is to develop and strengthen the patient's support system and maintain their connection and access to medical care.</p> <p>Activities:</p> <ul style="list-style-type: none"> Case Manager will provide education to patient about health education, risk reduction, self-management, and their rights, roles, and responsibilities in the services system. 	1 & 2	03/01/24-02/28/25	<ul style="list-style-type: none"> Patient Assessments Care Plans Case Management Tracking Log Case Conferencing Documentation Referral Logs Progress Notes Cultural Competency Plan ARIES Reports
<p>Element #2: HIV Nurse Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in culturally competent service delivery to ensure that patients receive quality care that is respectful, compatible with patient's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</p> <p>Activities:</p> <ul style="list-style-type: none"> HIV Nurse Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide services based on established national Cultural and Linguistic Competency Standards. 	1 & 2	03/01/24-02/28/25	
<p>Element #3: Case management staff will utilize standardized, required documentation to record encounters and progress.</p> <p>Activities:</p> <ul style="list-style-type: none"> Information will be entered into ARIES. The ARIES reports will be used by the Clinical Quality Management Committee to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices." 	1 & 2	03/01/24-02/28/25	

Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD
Grant Period:	March 1, 2024 – February 28, 2025
Service Category:	Medical Case Management (MCM)
Service Goal:	The goal of providing medical case management services is to ensure that those who are unable to self-manage their care, struggling with challenging barriers to care, marginally in care, and/or experiencing poor CD4/Viral load tests receive intense care coordination assistance to support participation in HIV medical care.
Service Health Outcomes:	Improved or maintained CD4 cell count Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load Improved retention in care (at least 1 medical visit in each 6-month period) Reduction of Medical Case Management utilization due to client self-sufficiency.

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 24/25 TOTAL
Proposed Number of Clients	65	20	0	0	0	0	85
Proposed Number of Visits = Regardless of number of transactions or number of units	250	84	0	0	0	0	334
Proposed Number of Units = Transactions or 15 min encounters	400	133	0	0	0	0	533

Group Name and Description (Must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/ Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
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N/A							
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PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1: MCM staff will periodically re-evaluate and modify care plans as necessary (minimum of six months).</p> <p>Activities:</p> <ul style="list-style-type: none"> As patient presents with modified need, care plans will be updated. MCM staff will attend bi-weekly medical team case conferences to coordinate care for patient and update care plan as needed. 	1 & 2	03/01/24-02/28/25	<ul style="list-style-type: none"> Medical Case Management Needs Assessments Patient Acuity Assessments Benefit and resource referrals Comprehensive Care Plan Case Conferencing Documentation Referral Logs Progress Notes Cultural Competency Plan ARIES Reports
<p>Element #2: The MCM staff will counsel patient about their medical treatment, explain the medications and treatment strategy, and the importance of treatment adherence. MCM staff will discuss and document any treatment adherence issues the HIV patient is experiencing and work with treatment team staff to provide additional education and counseling for patient.</p> <p>Activities:</p> <ul style="list-style-type: none"> MCM staff will attend bi-weekly medical team case conferences to coordinate care for patient as needed. MCM staff will coordinate treatment adherence discussions with physician/nursing and health education staff to support the patient with their HIV treatment. 	1 & 2	03/01/24-02/28/25	

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #3: The MCM staff will work with the HIV patient to become effective self-managers of their own care.</p> <p>Activities:</p> <ul style="list-style-type: none"> • MCM staff will share the care plan with the treatment team during case conferencing and MCM staff will maintain ongoing coordination with internal programs and external agencies to which patients are referred for medical and support services. • HIV Nurse Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in culturally competent service delivery to ensure that patients receive quality care that is respectful, compatible with patient's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served. 	1 & 2	03/01/24-02/28/25	
<p>Element #4: MCM staff will utilize standardized, required documentation to record encounters and progress</p> <p>Activities:</p> <ul style="list-style-type: none"> • HIV Nurse Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide services based on established National Cultural and Linguistic Competency Standards. • Information will be entered into ARIES. The ARIES reports will be used by the Clinical Quality Management Committee to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices." 	1 & 2	03/01/24-02/28/25	

Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD Branch
Grant Period:	March 1, 2024 – February 28, 2025
Service Category:	OUTPATIENT/AMBULATORY HEALTH SERVICES
Service Goal:	To maintain or improve the health status of persons living with HIV/AIDS in the TGA. NOTE: Medical care for the treatment of HIV infection includes the provision of care that is consistent with the United States Public Health Service, National Institutes of Health, American Academy of HIV Medicine (AAHIVM).
Service Health Outcomes:	Improved or maintained CD4 cell count; as a % of total lymphocyte cell count. Improved or maintained viral load. Improve retention in care (at least 1 medical visit in each 6-month period). Link newly diagnosed HIV+ to care within 30 days: and Increase rate of ART adherence

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 24/25 TOTAL
Proposed Number of Clients	75	25	0	0	0	0	100
Proposed Number of Visits = Regardless of number of transactions or number of units	380	125	0	0	0	0	505
Proposed Number of Units = Transactions or 15 min encounters	2,500	900	0	0	0	0	3,400

Group Name and Description (Must be HIV+ related)	Service Area of Service Delivery	Targeted Population n	Open/Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures
N/A								

<p>Element #1: An assessment of the patients' current knowledge of HIV and treatment options is conducted by the designated staff providing patient education and risk assessment.</p> <p>Activities:</p> <ul style="list-style-type: none"> • Health education and counseling is provided to the patient in choosing an appropriate health education plan that will include education regarding the reduction of HIV transmission and to reduce their transmission risk behaviors. 	1 & 2	03/01/24-02/28/25	<ul style="list-style-type: none"> • Patient health assessment • Lab results • Treatment plan • Psychosocial assessments • Treatment adherence documentation • Case conferencing documentation
<p>Element #2: Based on medical history, physical examination and lab-test results, clinician will develop a treatment plan.</p> <p>Activities:</p> <ul style="list-style-type: none"> • Treatment plan will include diagnosis and treatment for common physical conditions such as opportunistic infections related to HIV which may include but are not limited to: candidacies, cervical cancer, herpes simplex, Kaposi Sarcoma, and tuberculosis. 	1 & 2	03/01/24-02/28/25	<ul style="list-style-type: none"> • Progress notes • Cultural Competency Plan • ARIES reports • Viral loads • Reduction in unmet need • Prescription of/adherence to ART
<p>Element #3: HIV Nurse Clinic Manager and Senior Communicable Disease Specialist (CDS) will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in cultural competent service delivery to ensure that patients receive quality care that is respectful, compatible with patient's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</p> <p>Activities:</p> <ul style="list-style-type: none"> • HIV Nurse Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide services based on established national Cultural and Linguistic Competency Standards. • Training to be obtained through the AIDS Education and Training Center on a semi-annual basis. Training elements will be incorporated into policies/plans for the department. 	1 & 2	03/01/24-02/28/25	

<p>Element #4: Outpatient/Ambulatory Medical Care staff will utilize standardized, required documentation to record encounters and progress.</p> <p>Activities:</p> <ul style="list-style-type: none"> Information will be entered into ARIES. The ARIES reports will be used by the Clinical Quality Management Committee to identify quality service indicators and review HIV Care Continuum Data and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices." 	1 & 2	03/01/24-02/28/25	
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Contract Number:	
Contractor:	County of Riverside Department of Public Health, HIV/STD Branch
Grant Period:	March 1, 2024 – February 28, 2025
Service Category:	MEDICAL NUTRITION THERAPY
Service Goal:	Facilitate maintenance of nutritional health to improve health outcomes or maintain positive health outcomes.
Service Health Outcomes:	Improve retention in care (at least 1 medical visit in each 6-month period) Improve viral suppression rate.

	SA1 West Riv	SA2 Mid Riv	SA3 East Riv	SA4 San B West	SA5 San B East	SA6 San B Desert	FY 24/25 TOTAL
Proposed Number of Clients	25	14	0	0	0	0	39
Proposed Number of Visits = Regardless of number of transactions or number of units	56	25	0	0	0	0	81
Proposed Number of Units = Transactions or 15 min encounters (See Attachment P)	116	140	0	0	0	0	256

Group Name and Description (Must be HIV+ related)	Service Area of Service Delivery	Targeted Population	Open/ Closed	Expected Avg. Attend. per Session	Session Length (hours)	Sessions per Week	Group Duration	Outcome Measures

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>Element #1: HIV patients who are identified for group education based on MNT assessment and treatment will be referred to MNT group/educational classes</p> <p>Activities:</p> <ul style="list-style-type: none"> • MNT will develop educational curriculum. • HIV patient will attend MNT group/educational class as recommended by MNT and treating physician. 	1 & 2	03/01/24-02/28/25	<ul style="list-style-type: none"> • MNT schedules/logs • MNT encounter logs • Nutrition Screening and MNT assessment • MNT Referrals Progress/treatment notes • ARIES Reports • Cultural Competency Plan
<p>Element #2: HIV Nurse Clinic Manager will ensure that MNT staff receive ongoing education and training in culturally competent service delivery to ensure that patients receive quality care that is respectful, compatible with patient's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender identity, sexual orientation, and religious preference of community served.</p> <p>Activity:</p> <ul style="list-style-type: none"> • HIV Nurse Clinic Manager will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide services based on established national Cultural and Linguistic Competency Standards. 	1 & 2	03/01/24-02/28/25	<ul style="list-style-type: none"> • Academy of Nutrition and Dietetics Standards • Viral loads
<p>Element #3: MNT staff will utilize standardized, required documentation to record encounters and progress.</p> <p>Activities:</p> <ul style="list-style-type: none"> • Information will be entered into ARIES. The ARIES reports will be used by the Clinical Quality Management Committee to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes, and results can be used to develop and recommend "best practices". 	1 & 2	03/01/24-02/28/25	

RYAN WHITE UNIT OF SERVICE DEFINITIONS

SERVICE	UNIT OF SERVICE
Early Intervention Services (EIS – Part A & MAI)	<ul style="list-style-type: none"> • Encounters = One 15-minute Encounter • Tests = One Test / Confirmatory Test
Emergency Financial Assistance	<ul style="list-style-type: none"> • EFA Case Management = One 15 minute Encounter • EFA Services (Financial Assistance): One month utility Assistance (regardless of dollar amount)
Food Services	<ul style="list-style-type: none"> • \$10 transaction (regardless of \$ amount) <p>Example:</p> <ul style="list-style-type: none"> ○ One \$10 voucher = 1 unit ○ Four \$10 vouchers = 4 units ○ One \$50 voucher = 5 units ○ One \$10 food bag = 1 unit ○ One \$20 food bag = 2 units
Home and Community-Based Health	<ul style="list-style-type: none"> • One 15-minute Encounter
Housing Service	<ul style="list-style-type: none"> • Housing Case Management = One 15 minute Encounter • Housing Services (Financial Assistance): One Day <p>Example:</p> <ul style="list-style-type: none"> ○ Five (5) nights hotel/motel (regardless of \$ amount) = five (5) days ○ One month's rent = thirty (30) days
Medical Case Management	<ul style="list-style-type: none"> • One 15-minute Encounter
Medical Nutrition Therapy	<ul style="list-style-type: none"> • One 15-minute Encounter
Medical Transportation	<ul style="list-style-type: none"> • One transaction (regardless of dollar amount) ○ One taxi payment (one way) ○ One van trip (one way) ○ One bus voucher ○ One gas voucher
Mental Health Services	<ul style="list-style-type: none"> • One 15-minute Encounter
Non-medical Case Management	<ul style="list-style-type: none"> • One 15-minute Encounter
Oral Health Care	<ul style="list-style-type: none"> • One 15-minute Encounter
Outpatient/Ambulatory Health	<ul style="list-style-type: none"> • Medical care: One 15 minute encounter • Emergency medication: One prescription <p>Example:</p> <ul style="list-style-type: none"> ○ Thirty (30) day supply of Med-A and 30-day supply of Med-B = Two (2) prescriptions = 2 transactions = 2 units ○ 15-day supply of Med-C = 1 prescription = 1 transaction = 1 unit
Outreach Services	<ul style="list-style-type: none"> • One 15-minute Encounter
Psychosocial Support Services	<ul style="list-style-type: none"> • One 15-minute Encounter
Substance Abuse Outpatient Care	<ul style="list-style-type: none"> • One 15-minute Encounter

MOU MINIMUM REQUIREMENTS

Minimum Requirements for language related to Memorandums of Understanding between Ending the HIV Epidemic: A Plan for America funded agencies and their partners.

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA FUNDED PROVIDER RESPONSIBILITIES

Provider shall:

- a. Refer eligible clients to Linking Agency for agreed upon services.
- b. Maintain sufficient communication with the Linking Agency to ensure receipt of service utilization at Linking Agency from referred clients.
- c. Enter referral, linkage, service, and utilization data in AIDS Regional Information and Evaluation (ARIES) Management Information System (MIS).

LINKING AGENCY RESPONSIBILITIES

Linking Agencies shall:

- a. Specify period during which services will be available for referred Ending the HIV Epidemic: A Plan for America clients.
- b. Specifically define which services will be available to Ending the HIV Epidemic: A Plan for America.
- c. Communicate client status (e.g. appointment and medication adherence, HIV-related test results) upon request as appropriate to facilitate clients' maintenance in care while maintaining confidentiality.
- d. Reasonably provide cooperation in any Ending the HIV Epidemic: A Plan for America monitoring conducted by Provider, DPH, state, or federal agencies.
- e. Linking Agency agrees to indemnify, defend, and hold San Bernardino County and its authorized agents harmless as a result of linking and/or subcontracting with Provider.

JOINT RESPONSIBILITIES

- a. Provider and Linking Agency agree to protect and maintain confidentiality of all clients.
- b. Provider and Linking Agency shall not discriminate against any client on the basis of race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation, or disability.
- c. Provider and Linking Agency shall comply with Ending the HIV Epidemic: A Plan for America, and its regulations, as applicable.
- d. Provider and Linking Agency agree to retain all records in their original form for a period of three (3) years after the termination of this MOU or any other pending matters or actions concerning the records.

OTHER PROVISIONS

- a. DPH will inform Provider of any limitation in the availability of Ending the HIV Epidemic: A Plan for America funds.
- b. Linking Agency has agreed to provide these services within the available agency resources, excluding Ending the HIV Epidemic: A Plan for America funds.
- c. Provider and Linking Agency each agree to provide insurance coverage for their own employees who may provide services under the terms of the MOU.

**Ending the HIV Epidemic: A Plan for America
TGA Cultural and Linguistic Competency Standards
Riverside/San Bernardino, CA**

Domain & Standard	Indicator	Target
1. Staff Development: Ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically (C&L) appropriate service delivery.	Staff development documentation and personnel files	100% of EHE-funded staff
2. Agency Infrastructure: Ensure that clients receive effective, respectful care that is provided in a manner compatible with their culture, health beliefs, practices, preferred language, and in a manner that reflects and respects the gender and sexual diversity of the community served.	Client Satisfaction	90% of clients surveyed demonstrate satisfaction with services
3. Agency Infrastructure: Implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and management that are representative of the demographic characteristics of the service area.	Staff and Racial/Ethnic Representation	Initial assessment of representation and annual plan to improve if deficiencies are identified
4. Agency Infrastructure: Develop and implement a written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&L appropriate services.	Plan & appropriate training on plan for C&L appropriate service	Completed plan 90 days after contract start date; completed training 60 days after completion of plan
5. Agency Infrastructure: Conduct cultural competency organizational self-assessment and develop a plan to address deficiencies.	Organizational cultural competency self-assessment	Completed self-assessment after 60 days of initial contract start date (<i>first year of 5-year contract only</i>)
6. Agency Infrastructure: Ensure that data on the individual client's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems (MIS), and updated.	AIDS Regional Information Evaluation System (ARIES)	Data entry by submission dates as noted in contract
7. Communication: Offer and provide language assistance services, including bilingual staff/interpreter services, at no cost to each client with limited English proficiency (LEP) at all points of contact, in a timely manner. <i>Family/friends should not be used to provide interpretation.</i>	Client Satisfaction & inclusion of strategy to provide language services in plan (See #4)	90% of clients surveyed indicated receiving linguistically appropriate services; 100% of agencies will have plan/strategy in place within 90 days of contract start date
8. Communication: Make available easily understood client-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.	Client Satisfaction & written materials in languages of target communities	90% of clients demonstrate satisfaction with written materials; availability of materials for annual program review
Source: Adapted from the <i>National Standards for Culturally and Linguistically Appropriate Services in Health Care</i> , U.S. Department of Health and Human Services, Office of Public Health and Science, Office of Minority Health.		

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA REPORTING REQUIREMENTS

(The Program may make changes to the proceeding deadlines in response to local policy needs, federal reporting requirement changes, and the needs of some of its constituencies.)

	Due:	Description:
Billing Invoice	By the 20 th of each month	Invoice will document cost reimbursement and/or total units of service rendered and cost per unit and supporting documentation clearly identifying all line item costs. [Policy #2]
Document Transmittal Form (report agency changes)	By the 20 th of each month with each invoice	Include with all invoices. Also submit with all other hard-copy submissions and when there are changes to report such as change in key staff, service delivery, locations, etc.
Utilization	By the 20 th of each month	All data documenting delivery of service entered into ARIES. [ARIES Policy #3] Also submit any logs/records of utilization data not entered into ARIES (e.g. Outreach Logs)
Subcontracts Report	Within 30 days of the beginning of each program year and when subcontractor changes occur	List of contracts shall include actual contract, proof of non-profit status, and list of subcontractors and accompanying contact information.
Contractor Policies	Within 60 days of the beginning of each program year and when policy changes occur	Report includes the submission of the following policies: <ul style="list-style-type: none"> • Subcontract Monitoring Policy (if applicable) • Eligibility Policy • Alternative Source of Funding Policy • Confidentiality Policy • Sliding fee Scale Policy • Grievance Policy • Voucher Security Policy • Program Income Tracking Policy
Contractor Personnel Professional Licenses	Within 60 days of the beginning of each program year and when personnel changes occur	A list of Ending the HIV Epidemic: A Plan for America Funded personnel and their accompanying licenses shall be reported to RWP Office
Contractor CQM Plan	Within 60 days of Contract Start Date	Contractor is required to submit a copy of their agency's CQM plan to the RWP Office within 60 days of the start of the contract period.
Cultural and Linguistic Competency Organizational Assessment (First of three (3) years only)	Within 60 days of Contract Start Date (First year of five (5) year only)	Contractor is required to complete and submit the standardized assessment tool at the beginning of the first year of the five (5) year contract period.

	Due:	Description:
Cultural and Linguistic Competence Plan	Within 90 days of Contract Start Date (annually)	Contractor is required to develop a plan for maintaining/improving cultural and linguistic competency based on the results of the organizational assessment. This plan must be updated and resubmitted annually.
Self-Audits	November	Contractor must conduct at least one (1) self-audit at mid-year (Sept/Oct) and report the results no later than November of each year (Policy #10).
Year-End Program Income Report	March	Report includes any program income that the agency receives. Source of program income, date of program income, what Ending the HIV Epidemic: A Plan for America Service was the program income applied to, name of service the program income was applied is required to be tracked.
Year-End Narrative Progress Report	March	Report in narrative format that contains the following: 1. Progress made in achieving the administrative and service delivery goals and objectives outlined in the application/contract for Ending the HIV Epidemic: A Plan for America funds; 2. Description of accomplishments and challenges; 3. Identify any technical assistance needs.

All completed, signed documentation should be forwarded to the RWP Coordinator. Contractor shall identify one individual to be designated as contact for the purpose of being responsible for, responding to information requests, and ensuring timely completion of the above conditions of award and contractual requirements. Please note: The above list does not represent the extent of all contract requirements and contractors will not be held to dates falling outside the contract period.



Document Transmittal Form

IMPORTANT: This Document Transmittal form must be attached to all correspondence and invoice supporting documentation. Any item received without this form will be returned to the Provider and may result in delayed payment.

Ryan White Program Office
 San Bernardino County, Department of Public Health
 451 E. Vanderbilt Way, 2nd Floor
 San Bernardino, CA 92408
 Main Line: (909) 387-6492

Provider Name:	
Date Documents Sent:	
Date Received by Ryan White Program Office:	
	Date Stamp (To be completed by Ryan White Program Office)

A. REPORT	ENCLOSED
Invoice	
Letter (Any Type)	
Other: _____ (Please Describe)	

Notes to Ryan White Program staff:
Attention:

CHANGE IN PROVIDER INFORMATION

Type of Change	N/A	Effective date, reason for change, estimated date to fill, etc.
Change in Administrative & Board personnel (Director, Finance, Chair, etc.)		
Number of line staff vacancies		
Change in Point of Contact		
Change in service delivery		
Change in contact info (new phone numbers, new address, etc.)		
Change in service hours		
Change in locations (New site, closed site, etc.)		

ASSURANCE OF COMPLIANCE STATEMENT

ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

ORGANIZATION

ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2023 – February 29, 2024

AGENCY NAME: County of Riverside Public Health SERVICE: Non Medical Case Mgmt.

Budget Category	A Non-RW Cost (Other Payers)	B RW Cost	C Total Cost ¹
Personnel			
Asst Nurse Manager (Vacant) (\$108910 x 0.1 FTE) This position will be responsible to provide direct patient care and plans, organizes, directs and evaluates nursing/medical case management services at three health care centers.	\$98,019	\$10,891	\$108,910
Licensed Voc Nurse: (Vacant) (\$71054 x .25 FTE) Provides direct patient care and provides support duties to physicians, and registered nurses at three health care centers.	\$53,290	\$17,764	\$71,054
Fringe Benefits 42% of Total Personnel Costs	\$63,550	\$12,035	\$75,585
TOTAL PERSONNEL	\$214,859	\$40,690	\$255,549
<i>Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)</i>			
Travel: Mileage and Carpool for clinic and support staff to provide Non MCM Services to HIV patients at the Riverside, Perris and Indio health care centers (Mileage calculated at Fed IRS Rate).	\$500	\$997	\$1,497
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$0	\$2,000	\$2,000
Computer Supplies: Computer supplies/equipment to support daily activities at three health care centers. This includes computers, printers, scanners, and other related items.	\$3,000	\$3,000	\$6,000
Communications: Cell phone expenses for staff. Will support daily activities at the health care centers and follow up with patients.	\$100	\$500	\$600
TOTAL OTHER	\$3,600	\$6,497	\$10,097
SUBTOTAL (Total Personnel and Total Other)	\$218,459	\$47,187	\$265,646
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc.)	\$21,845	\$4,718	\$26,563
TOTAL BUDGET (Subtotal & Administration)	\$240,304	\$51,905	\$292,209

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category:
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:
- (This is your agency's EHE cost for care per unit)

185

\$281

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2023 – February 29, 2024

AGENCY NAME: County of Riverside Public Health SERVICE: Medical Case Mgmt.

Budget Category	A Non-RW Cost (Other Payers)	B RW Cost	C Total Cost ¹
Personnel:			
Asst Nurse Manager (Vacant) (\$108,910 x 0.1 FTE) This position will be responsible to provide direct patient care and plans, organizes, directs and evaluates nursing/medical case management services at three health care centers.	\$98,019	\$10,891	\$108,910
Licensed Voc Nurse (Vacant) (\$71054 x 0.26 FTE) Provides Medical Case Management Services to HIV patients; provide coordination and follow - up of medical treatment. Provide treatment adherence counseling at three health care centers.	\$53,290	\$17,764	\$71,054
Social Services Practitioner: (Vacant)(\$72080 x 0.25 FTE) Help patients identify all available health and disability benefits. Educate patients on public and private benefits at three health care centers. Assist patients with accessing community, social, financial, and legal resources.	\$54,060	\$18,020	\$72,080
Fringe Benefits 42% of Total Personnel Costs	\$86,255	\$19,604	\$105,859
TOTAL PERSONNEL	\$291,624	\$66,279	\$357,903
Other² (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$1,250	\$700	\$1,950
Communications: Cell phone expenses for staff. Will support daily activities at the health care centers and follow up with patients.	\$151	\$450	\$601
Computer Supplies: Computer supplies/equipment to support daily activities at three health care centers. This includes computers, printers, scanners, and other related items.	\$3,000	\$0	\$3,000
Travel: Mileage and Carpool for clinic and support staff to provide MCM Services to HIV patients at the Riverside, Perris and Indio health care centers (Mileage calculated at Fed IRS Rate).	\$1,500	\$900	\$2,400
Total Other	\$5,901	\$2,050	\$7,951
SUBTOTAL (Total Personnel and Total Other)	\$297,525	\$68,329	\$365,854
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc.)	\$29,752	\$6,832	\$36,584
TOTAL BUDGET (Subtotal & Administration)	\$327,277	\$75,161	\$402,438

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category: 450
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided: \$167
- (This is your agency's EHE cost for care per unit)

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2023 – February 29, 2024

AGENCY NAME: County of Riverside Public Health SERVICE: Outpatient/Ambulatory Health Services

Budget Category	A Non-RW Cost (Other Payers) ²	B RW Cost	C Total Cost
Personnel			
Asst Nurse Manager: (Vacant) (\$108910 x .1 FTE) This position will be responsible to provide direct patient care and plans, organizes, directs and evaluates nursing/medical services at three health care centers.	\$98,019	\$10,891	\$108,910
Licensed Voc Nurse: (Vacant.) (\$71054 x .5 FTE) Provides direct patient care and provides support duties to physicians, and registered nurses at three health care centers.	\$35,527	\$35,527	\$71,054
Nurse Practitioner : (Vacant)(\$181159 x 0.5 FTE) Provides medical diagnosis, treatment, and management including the prescription of antiretroviral therapy to patients with HIV disease at three health care centers in Riverside County. Perform diagnostic testing, documentation and tracking of viral loads and CD4 counts. Early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental health needs.	\$80,580	\$80,579	\$161,159
Fringe Benefits 42% of Total Personnel Costs	\$89,933	\$53,338	\$143,271
TOTAL PERSONNEL	\$304,059	\$180,335	\$484,394
Other: (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Laboratory Services: Medical testing and assessment for HIV/AIDS clinical care	\$5,000	\$9,953	\$14,953
Medical Supplies: Medical supplies/equipment to support daily activities at three health care centers. This includes syringes, blood tubes, plastic gloves, etc.	\$5,000	\$6,000	\$11,000
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$3,000	\$2,500	\$5,500
Communications: Cell phone and desk phone expenses for staff. Will support daily activities at the health care centers and follow up with patients.	\$500	\$1,000	\$1,500
Computer Supplies: Computer supplies/equipment to support daily activities at three health care centers. This includes computers, printers, scanners, and other related items.	\$3,000	\$0	\$3,000
Pharmacy Supplies: Provide pharmaceutical assistance to HIV patients receiving Outpatient/Ambulatory Health Services at three health care centers.	\$35,000	\$19,191	\$54,191
Travel: Mileage and Carpool for clinic and support staff to provide Outpatient/Ambulatory Health Services to HIV patients at the Riverside, Perris and Indio health care centers (Mileage calculated at Fed IRS Rate).	\$6,000	\$1,000	\$7,000
TOTAL OTHER	\$57,500	\$39,644	\$97,144
SUBTOTAL (Total Personnel and Total Other)	\$361,559	\$219,979	\$581,538
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc. See next page.)	\$36,155	\$21,997	\$58,152
TOTAL BUDGET (Subtotal & Administration)	\$397,714	\$241,976	\$639,690

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category:
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:
- (This is your agency's EHE cost for care per unit)

3050

\$79

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2023 – February 29, 2024

AGENCY NAME: County of Riverside Public Health SERVICE: Medical Nutrition Therapy

Budget Category	A Non-RW Cost (Other Payers) ²	B RW Cost	C Total Cost ¹
Personnel			
Nutritionist (Vacant) (\$64889 x 0.25 FTE) Performs nutritional assessments on HIV patients ; Teaches and counsels HIV patients on healthy food choices and food preparation. Determines, through application of various published standards, whether individuals are at nutritional risk. Gives direct nutritional and dietetic consultation to individuals with special nutritional needs in an individual and group session.	\$48,667	\$16,222	\$64,889
Fringe Benefits 42% of Total Personnel Costs	\$20,440	\$8,913	\$27,253
TOTAL PERSONNEL	\$69,107	\$23,035	\$92,142
Other: (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Travel: Mileage for Medical Nutrition Therapy staff to provide direct patient care, follow-up on patient assessments improving health outcomes. (Mileage calculated at Fed IRS Rate).	\$300	\$1,200	\$1,500
Computer Supplies: Computer supplies/equipment to support daily activities . This includes computers, printers, scanners, and other related items.	\$2,000	\$3,000	\$5,000
Office Supplies: Office supplies/equipment to support daily activities. This includes paper, pens, ink, etc.	\$500	\$500	\$1,000
Medical Supplies: Medical supplies/equipment Bio-Electrical Impedance Analysis (BIA) machine includes plastic gloves, etc.	\$500	\$500	\$1,000
Communications: Cell-phone expenses for Medical Nutrition Therapy staff. Will support daily activities at the health care centers and follow up with patients.	\$400	\$200	\$600
TOTAL OTHER	\$3,700	\$5,400	\$8,100
SUBTOTAL (Total Personnel and Total Other)	\$72,807	\$28,435	\$101,242
Administration (limited to 10% of total service budget) (include a detailed description of items within such as managerial staff etc.)	\$7,280	\$2,843	\$10,123
TOTAL BUDGET (Subtotal & Administration)	\$80,087	\$31,278	\$111,365

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

• Total Number of EHE Units to be Provided for this Service Category:

210

• Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:

\$149

(This is your agency's EHE cost for care per unit)

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2023 – February 29, 2024

AGENCY NAME: County of Riverside Public Health SERVICE: CQM

Budget Category	A Non-RW Cost (Other Payers) ²	B RW Cost	C Total Cost ¹
Personnel			
LVN: (Vacant.) (\$83000 x 0.20 FTE) Provides direct patient care and provides support duties to physicians, and registered nurses at three health care centers.	\$66,400	\$16,600	\$ 83,000
Fringe Benefits 42% of Total Personnel Costs	\$27,888	\$6,972	\$34,860
TOTAL PERSONNEL	\$94,288	\$23,572	\$117,860
<i>Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)</i>			
Travel: Mileage for Medical Nutrition Therapy staff to provide direct patient care, follow-up on patient assessments improving health outcomes. (Mileage calculated at Fed IRS Rate).	\$0	\$448	\$448
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, Ink, etc.	\$0	\$0	\$0
Medical Supplies: Medical supplies/equipment Bio-Electrical Impedance Analysis (BIA) machine includes plastic gloves, etc.		\$0	\$0
TOTAL OTHER	\$0	\$448	\$448
SUBTOTAL (Total Personnel and Total Other)	\$94,288	\$24,020	\$118,308
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc.)	\$11,830		\$ 11,830
TOTAL BUDGET (Subtotal & Administration)	\$106,118	\$24,020	\$130,138

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category: _____
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided: _____
- (This is your agency's EHE cost for care per unit)

\$24,020

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
Modification Tracking:	

ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2024 – February 28, 2025

AGENCY NAME: County of Riverside Public Health SERVICE: Non Medical Case Mgmt.

Budget Category	A Non-RW Cost (Other Payers)	B RW Cost	C Total Cost
Personnel			
Asst Nurse Manager (Vacant) (\$108910 x 0.1 FTE) This position will be responsible to provide direct patient care and plans, organizes, directs and evaluates nursing/medical case management services at three health care centers.	\$98,019	\$10,891	\$108,910
Licensed Voc Nurse: (Vacant) (\$71054 x .25 FTE) Provides direct patient care and provides support duties to physicians, and registered nurses at three health care centers.	\$53,290	\$17,764	\$71,054
Fringe Benefits 42% of Total Personnel Costs	\$83,550	\$12,035	\$75,585
TOTAL PERSONNEL	\$214,859	\$40,690	\$255,549
Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Travel: Mileage and Carpool for clinic and support staff to provide Non MCM Services to HIV patients at the Riverside, Perris and Indio health care centers (Mileage calculated at Fed IRS Rate).	\$500	\$300	\$800
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$0	\$500	\$500
Communications: Cell phone expenses for staff. Will support daily activities at the health care centers and follow up with patients.	\$300	\$300	\$600
TOTAL OTHER	\$800	\$1,100	\$1,900
SUBTOTAL (Total Personnel and Total Other)	\$215,659	\$41,790	\$257,449
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc.)	\$21,565	\$4,179	\$25,744
TOTAL BUDGET (Subtotal & Administration)	\$237,224	\$45,969	\$283,193

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category:
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:
- (This is your agency's EHE cost for care per unit)

219

\$210

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
 Fiscal Year March 1, 2024 -- February 28, 2025

AGENCY NAME: County of Riverside Public Health SERVICE: Medical Case Mgmt.

Budget Category	A Non-RW Cost (Other Payers) ¹	B RW Cost	C Total Cost
Personnel			
Asst Nurse Manager (Vacant.) (\$108,910 x 0.1 FTE) This position will be responsible to provide direct patient care and plans, organizes, directs and evaluates nursing/medical case management services at three health care centers.	\$98,019	\$10,891	\$108,910
Licensed Voc Nurse: (Vacant.) (\$71054 x 0.25 FTE) Provides Medical Case Management Services to HIV patients; provide coordination and follow - up of medical treatment. Provide treatment adherence counseling at three health care centers.	\$53,280	\$17,764	\$71,054
Social Services Practitioner: (Vacant)(\$72080 x 0.25 FTE) Help patients identify all available health and disability benefits. Educate patients on public and private benefits at three health care centers. Assist patients with accessing community, social, financial, and legal resources.	\$54,060	\$18,020	\$72,080
Fringe Benefits 42% of Total Personnel Costs	\$86,255	\$19,603	\$105,858
TOTAL PERSONNEL	\$291,624	\$66,278	\$357,902
<i>Other: (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)</i>			
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$1,250	\$700	\$1,950
Communications: Cell phone expenses for staff. Will support daily activities at the health care centers and follow up with patients.	\$149	\$451	\$600
Travel: Mileage and Carpool for clinic and support staff to provide MCM Services to HIV patients at the Riverside, Perris and Indio health care centers (Mileage calculated at Fed IRS Rate).	\$1,500	\$900	\$2,400
Total Other	\$2,899	\$2,051	\$4,950
SUBTOTAL (Total Personnel and Total Other)	\$294,523	\$68,329	\$362,852
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc.)	\$29,452	\$6,832	\$36,284
TOTAL BUDGET (Subtotal & Administration)	\$323,975	\$75,161	\$399,136

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category:
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:
- (This is your agency's EHE cost for care per unit)

533

 \$141

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2024 – February 28, 2025

AGENCY NAME: County of Riverside Public Health SERVICE: Outpatient/Ambulatory Health Services

Budget Category	A Non-RW Cost (Other Payers) ²	B RW Cost	C Total Cost ¹
Personnel			
Asst Nurse Manager: (Vacant) (\$108910 x .10 FTE) This position will be responsible to provide direct patient care and plans, organizes, directs and evaluates nursing/medical services at three health care centers.	\$98,019	\$10,891	\$108,910
Licensed Voc Nurse: (Vacant.) (\$71054 x .5 FTE) Provides direct patient care and provides support duties to physicians, and registered nurses at three health care centers.	\$35,527	\$35,527	\$71,054
Nurse Practitioner: (Vacant)(\$161159 x 0.5 FTE) Provides medical diagnosis, treatment, and management including the prescription of antiretroviral therapy to patients with HIV disease at three health care centers in Riverside County. Perform	\$80,580	\$80,579	\$161,159
Fringe Benefits 42% of Total Personnel Costs	\$89,933	\$53,339	\$143,272
TOTAL PERSONNEL	\$304,059	\$180,336	\$484,395
Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Laboratory Services: Medical testing and assessment for HIV/AIDS clinical care	\$5,000	\$9,000	\$14,000
Medical Supplies: Medical supplies/equipment to support daily activities at three health care centers. This includes syringes, blood tubes, plastic gloves, etc.	\$5,000	\$6,000	\$11,000
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$3,000	\$2,500	\$5,500
Communications: Cell phone expenses for staff. Will support daily activities at the health care centers and follow up with patients.	\$2,100	\$600	\$2,700
Pharmacy Supplies: Provide pharmaceutical assistance to HIV patients receiving Outpatient/Ambulatory Health Services at three health care centers.	\$35,000	\$21,431	\$56,431
Travel: Mileage and Carpool for clinic and support staff to provide Outpatient/Ambulatory Health Services to HIV patients at the Riverside, Perris and Indio health care centers (Mileage calculated at Fed IRS Rate).	\$6,000	\$1,500	\$7,500
TOTAL OTHER	\$56,100	\$41,031	\$97,131
SUBTOTAL (Total Personnel and Total Other)	\$360,159	\$221,367	\$581,526
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc. See next page.)	\$36,015	\$22,136	\$58,151
TOTAL BUDGET (Subtotal & Administration)	\$396,174	\$243,503	\$639,677

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category:
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:
- (This is your agency's EHE cost for care per unit)

3400
\$72

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
 Fiscal Year March 1, 2024 – February 28, 2025

AGENCY NAME: County of Riverside Public Health SERVICE: Medical Nutrition Therapy

Budget Category	A Non-RW Cost (Other Payers)	B RW Cost	C Total Cost
Personnel			
Nutritionist (Vacant) (\$64889 x 0.3 FTE) Performs nutritional assessments on HIV patients ; Teaches and counsels HIV patients on healthy food choices and food preparation. Determines, through application of various published standards, whether individuals are at nutritional risk. Gives direct nutritional and dietetic consultation to individuals with special nutritional needs in an individual and group session.	\$45,422	\$19,467	\$64,889
Fringe Benefits 42% of Total Personnel Costs	\$19,077	\$8,176	\$27,253
TOTAL PERSONNEL	\$64,499	\$27,643	\$92,142
Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Travel: Mileage for Medical Nutrition Therapy staff to provide direct patient care, follow-up on patient assessments improving health outcomes. (Mileage calculated at Fed IRS Rate).	\$300	\$1,200	\$1,500
Office Supplies: Office supplies/equipment to support daily activities. This includes paper, pens, ink, etc.	\$0	\$1,000	\$1,000
Medical Supplies: Medical supplies/equipment Bio-Electrical Impedance Analysis (BIA) machine includes plastic gloves, etc.	\$0	\$2,000	\$1,000
Communications: Cell phone expenses for Medical Nutrition Therapy staff. Will support daily activities at the health care centers and follow up with patients.	\$0	\$600	\$600
TOTAL OTHER	\$300	\$4,800	\$4,100
SUBTOTAL (Total Personnel and Total Other)	\$64,799	\$32,443	\$97,242
Administration (limited to 10% of total service budget) (include a detailed description of items within such as managerial staff etc.)	\$6,479	\$3,244	\$9,723
TOTAL BUDGET (Subtotal & Administration)	\$71,278	\$35,687	\$106,965

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category:
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided:
- (This is your agency's EHE cost for care per unit)

256

 \$139

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
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ENDING THE HIV EPIDEMIC PROGRAM BUDGET AND ALLOCATION PLAN
Fiscal Year March 1, 2024 – February 28, 2025

AGENCY NAME: County of Riverside Public Health SERVICE: CQM

Budget Category	A Non-RW Cost (Other Payers) ²	B RW Cost	C Total Cost ¹
Personnel			
LVN: (Vacant.) (\$83000 x 0.20 FTE) Provides direct patient care and provides support duties to physicians, and registered nurses at three health care centers.	\$66,400	\$16,600	\$ 83,000
Fringe Benefits 42% of Total Personnel Costs	\$27,888	\$6,972	\$34,860
TOTAL PERSONNEL	\$94,288	\$23,572	\$117,860
Other (Other items related to service provision such as supplies, rent, utilities, depreciation, maintenance, telephone, travel, computer, equipment, etc. can be added below)			
Travel: Mileage for Medical Nutrition Therapy staff to provide direct patient care, follow-up on patient assessments improving health outcomes. (Mileage calculated at Fed IRS Rate).	\$0	\$448	\$448
Office Supplies: Office supplies/equipment to support daily activities at three health care centers. This includes paper, pens, ink, etc.	\$0	\$0	\$0
Medical Supplies: Medical supplies/equipment Bio-Electrical Impedance Analysis (BIA) machine includes plastic gloves, etc.		\$0	\$0
TOTAL OTHER	\$0	\$448	\$448
SUBTOTAL (Total Personnel and Total Other)	\$94,288	\$24,020	\$118,308
Administration (limited to 10% of total service budget) (Include a detailed description of items within such as managerial staff etc.)	\$11,830		\$ 11,830
TOTAL BUDGET (Subtotal & Administration)	\$106,118	\$24,020	\$130,138

¹ Total Cost = EHE (Other Payers) + EHE (A+B)

- Total Number of EHE Units to be Provided for this Service Category: \$24,020 _____
 - Total EHE Budget (Column B) Divided by Total EHE Units to be Provided: _____
- (This is your agency's EHE cost for care per unit)

² List Other Payers Associated with funding in Column A:	SOA Ending the Epidemic, Ryan White Part A & B, Local Funds
Modification Tracking:	

INVOICE

**Ending the HIV Epidemic: A Plan for America Program
Riverside/San Bernardino, CA TGA**

Contract Period: _____

Invoice #: _____

Agency: _____

Billing Period: _____

Contract #: _____

Service Category: _____

Line Items	Total Budget	Expended This Period	Expended Contract-to-Date	Unexpended Budget
Personnel				
1. (Position & Incumbent)	\$	\$	\$	\$
2.	\$	\$	\$	\$
etc.				
Total Personnel	\$	\$	\$	\$
Contractual				
1. Travel	\$	\$	\$	\$
2. Supplies	\$	\$	\$	\$
3. Equipment	\$	\$	\$	\$
4. Contractual	\$	\$	\$	\$
5. (Nature of Service/Vendor)	\$	\$	\$	\$
6.	\$	\$	\$	\$
etc.				
Total Contractual	\$	\$	\$	\$
Other				
1. (Specify Nature of Cost)	\$	\$	\$	\$
2.	\$	\$	\$	\$
3.	\$	\$	\$	\$
etc.				
Total Other	\$	\$	\$	\$
Admin Costs				
Totals	\$	\$	\$	\$

I certify that the information provided herein and all costs being claimed are true, correct and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and that the amount claimed has not been previously presented for payment to the County or another third party payor(s).

Authorized Signature

Date



Human Services Administration

Diana Alexander
Assistant Executive Officer of
Department Operations

January 13, 2023

County of Riverside, Department of Public Health
HIV/STD Branch
Kim Saruwatari, Director of Public Health
4065 County Circle Drive
Riverside, CA 92504

LETTER OF NOTIFICATION OF INTENT TO AWARD – ENDING THE HIV EPIDEMIC IN THE UNITED STATES (RFP HS 22-18 / ePro Bid #DPHE23-AIDS-4682)

San Bernardino County Human Services (HS) has completed the evaluation process of proposals received in response to the Ending the HIV Epidemic in the United States Request for Proposals (RFP HS 22-18 /ePro Bid# DPHE23-AIDS-4682). We are pleased to inform you that County of Riverside has been recommended for a contract to provide these services.

All recommendations are contingent upon contract negotiations and final approval of the Board of Supervisors.

I will be contacting you to discuss the specifics of the contract arrangements.

We appreciate your organization's level of commitment to service as was shown in your proposal. If you have any questions, please contact me by phone at (909) 388-0222 or via email at lordaz@hss.sbcounty.gov.

Regards,

Lisa Ordaz

Lisa Ordaz, Contracts Analyst
Human Services - Administrative Support Division
Contracts Unit

cc: Lea Morgan, County of Riverside- Department of Public Health
File

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
Vice Chairman, First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer

SCHEDULE A
RUHS - Public Health
Budget Adjustment
Fiscal Year 2022/2023

INCREASE IN APPROPRIATIONS:						
10000	-	4200100000	-	510040	Regular Salaries	\$ 18,600
10000	-	4200100000	-	518100	Budgeted Benefits	\$ 7,700
10000	-	4200100000	-	510320	Temporary Salaries	\$ 5,333
10000	-	4200100000	-	520230	Cellular Phone	\$ 203
10000	-	4200100000	-	522860	Medical-Dental Supplies	\$ 645
10000	-	4200100000	-	522890	Pharmaceuticals	\$ 1,800
10000	-	4200100000	-	523640	Computer Equip-Non Fixed Asset	\$ 750
10000	-	4200100000	-	523700	Office Supplies	\$ 303
10000	-	4200100000	-	523760	Postage-Mailing	\$ 176
10000	-	4200100000	-	523800	Printing/Binding	\$ 167
10000	-	4200100000	-	525100	Medical-Lab Services	\$ 900
10000	-	4200100000	-	529040	Private Mileage Reimbursement	\$ 328
10000	-	4200100000	-	529000	Miscellaneous Travel Expense	\$ 90
10000	-	4200100000	-	524500	Administrative Support-Direct	\$ 3,005
TOTAL INCREASE IN APPROPRIATIONS:						\$ 40,000
10000	-	4200100000	-	762040	Fed-Health Grants	\$ 40,000
TOTAL INCREASE IN APPROPRIATIONS:						\$ 40,000
New grant (HS100196, HS100198, HS100199, HS100200, HS100201) starting March 1, 2023. Has been added to County Budget for FY 23/24						

RESOLUTION NO. 440-9368

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BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on May 9, 2023, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Director of Public Health is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
13867	+ 1	4200101600	Supervising Office Assistant I