

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Central Coast HIV/AIDS Services

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide comprehensive high impact prevention and linkage to care, strategies for people living with HIV, partners of people living with HIV, and other individuals most likely to become infected with HIV.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 205,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2013 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Recovery Program

Exhibit C Business Associate Agmt.

Exhibit A.1 Recovery Program Semi-Annual Report

Exhibit B Prevention Program - Budget Guidance

Exhibit B.1 Prevention Program - Subcontractor Budget Detail

Exhibit B.2 Prevention Program - Semi Annual Progress Report Template

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Ray Bullick, Director of Health or designee	Kim Keefer, Deputy Director
Name and Title 1270 Natividad Road Salinas, CA 93906	Name and Title P. O Box 1931 Monterey, CA 93942
Address	Address
(831) 755-4526 Phone	(831) 394-4747 x602 Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Stacy Saetto
Deputy County Counsel
Date: 6/14/13

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller
Date: 6-14-13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Central Coast HIV/AIDS Services
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or
Vice-President)*

JeriAnn Shapiro, Board Chair
Name and Title

Date: 3 June 2013

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

ERIZOL CHAMBUSS, CFO
Name and Title

Date: 5 JUNE 2013

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**Contract Exhibit
Budget and Scope of Work**

Contract Term: July 1, 2013 through June 30, 2017

Program Name: Recovery Program

Services to be Provided and Subcontractor Duties and Responsibilities Years 1-4:

1. Provide onsite HIV and Hepatitis C education, counseling and testing to individuals at local alcohol/drug treatment recovery centers, in detention settings and during hours of Syringe Exchange Program operation.
2. Provide onsite services on a consistent basis at local settings as indicated below.
3. Maintain standards of practice to assure that all newly identified HIV positive individuals who are enrolled in alcohol/drug treatment programs, incarcerated or accessing Syringe Exchange Program services, receive early intervention services and/or referrals appropriate to their needs.
4. Provide technical assistance and training to alcohol and drug treatment centers in developing standards of practice for providing HIV, STD and Hepatitis C services to their clients. Training and assistance includes but is not limited to universal precautions, disclosure in groups, client-centered counseling, opportunistic diseases and information and access to the local HIV/AIDS continuum of care.
5. Offer and provide Partner Services (PS) to all high-risk partners and all partners of HIV positive individuals as per the Monterey County Health Department PS Guidelines.
6. Enter HIV/HCV testing data into the Office of AIDS Local Evaluation Online (LEO) system and submit quarterly progress reports to Monterey County Health Department HIV/AIDS Programs Coordinator for program evaluations.

Monterey County Substance Abuse Prevention Treatment Block funded activities are delivered through subcontracts with local HIV/AIDS service providers to serve clients and staff at the following local settings:

* E= Group Education, T= Testing and Counseling

- Genesis House
Co-Ed Residential Program - E: every second Monday per month 2:00p – 4:00p, T: alternate Thursday's 2:00p - 3:30p
- Door to Hope
Women's Residential Program – E: every third Tuesday 1:30p - 3:00p, T: alternate Tuesday's 1:30 - 3:00p
- Nueva Esperanza
Pregnant and Parenting Women and Their Children – upon request only
- Sun Street Center
Men's Residential Program - T: first and third Thursday's of each month 10:00a - 12 noon, E: first Monday of each month 2:30 – 3:30
- Turning Point
High Risk Incarcerated and/or Sex-Offenders – T: alternate Tuesday's 10:00a - 12noon, E: alternate Tuesday's 10:00a - 12noon

- Off Main Clinic
Outpatient Narcotic Replacement Therapy (Methadone) – T: last Tuesday of each month 7:30a - 9:30a

BUDGET Year 1 (FY 13/14)

Item	Amount
Personnel	\$25,000.00
Travel/Training	\$ 0.00
Supplies	\$ <u>0.00</u>
Total	\$25,000.00

Budget Narrative:*Example:*

0.50 FTE Spanish preferred Speaking HIV Testing Staff @ approx. \$15.00 hourly
32% fringe benefits for a total of approx. \$20.00 hourly
20 hours per week (\$420/wk) for approx. 52 weeks = \$25,000 for personnel

BUDGET Year 2 (FY 14/15)

Item	Amount
Personnel	\$25,000.00
Travel/Training	\$ 0.00
Supplies	\$ <u>0.00</u>
Total	\$25,000.00

Budget Narrative:*Example:*

0.50 FTE Spanish preferred Speaking HIV Testing Staff @ approx. \$15.00 hourly
32% fringe benefits for a total of approx. \$20.00 hourly
20 hours per week (\$420/wk) for approx. 52 weeks = \$25,000 for personnel

BUDGET Year 3 (FY 15/16)

Item	Amount
Personnel	\$25,000.00
Travel/Training	\$ 0.00
Supplies	\$ <u>0.00</u>
Total	\$25,000.00

Budget Narrative:*Example:*

0.50 FTE Spanish preferred Speaking HIV Testing Staff @ approx. \$15.00 hourly
32% fringe benefits for a total of approx. \$20.00 hourly
20 hours per week (\$420/wk) for approx. 52 weeks = \$25,000 for personnel

BUDGET Year 4 (FY 16/17)

Updated 5/24/2013

Item	Amount
Personnel	\$25,000.00
Travel/Training	\$ 0.00
Supplies	\$ <u>0.00</u>
Total	\$25,000.00

Budget Narrative:

Example:

*0.50 FTE Spanish preferred Speaking HIV Testing Staff @ approx. \$15.00 hourly
32% fringe benefits for a total of approx. \$20.00 hourly
20 hours per week (\$420/wk) for approx. 52 weeks = \$25,000 for personnel*

**Funds may NOT be used to support syringe exchange

Cont' Exhibit A Recovery Program

Note: Subsequent years 2015-17, Recovery Budget and Scope of Services, will be provided to CCHAS once MCHD receives them from the State. It is not anticipated that any significant - changes will occur from the attached 2013-14 guidelines; however both parties will agree upon the 2015-17 guidelines in writing, and on MCHD's letterhead (Letter of Agreement), signed by the Director of Health and by CCHAS's authorized officers. The Letter of Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in this Agreement.

CCHAS HIV/AIDS Services
\$205,000
FY 2013-17

Recovery Program Semi-Annual Report

Report Term: Mid Year (due January 31st)

Year End (due July 31st)

Name:

Date:

A. Provide progress updates for each of the below 'Subcontractor Duties and Responsibilities':

1. Provide onsite HIV and Hepatitis C education, counseling and testing to individuals at local alcohol/drug treatment recovery centers, in detention settings and during hours of Syringe Exchange Program operation.

2. Provide onsite services on a consistent basis at local settings as indicated below.

3. Maintain standards of practice to assure that all newly identified HIV positive individuals who are enrolled in alcohol/drug treatment programs, incarcerated or accessing Syringe Exchange Program services, receive early intervention services and/or referrals appropriate to their needs.

4. Provide technical assistance and training to alcohol and drug treatment centers in developing standards of practice for providing HIV, STD and Hepatitis C services to their clients. Training and assistance includes but is not limited to universal precautions, disclosure in groups, client-centered counseling, opportunistic diseases and information and access to the local HIV/AIDS continuum of care.

5. Offer and provide Partner Services (PS) to all high-risk partners and all partners of HIV positive individuals as per the Monterey County Health Department PS Guidelines.

6. Enter HIV/HCV testing data into the Office of AIDS Local Evaluation Online (LEO) system and submit quarterly progress reports to Monterey County Health Department HIV/AIDS Programs Coordinator for program evaluations.

B. Briefly describe any accomplishments with the program.

C. Describe any issues or concerns with the program/services/locations.

D. Do you or your staff require any technical assistance? If so, what type of technical assistance is needed (e.g., topics), in what form (e.g., phone consultation, on-site orientation, training, meeting facilitation, written materials), and what type of expertise?

**Office of AIDS
HIV Prevention Program
Budget Guidance for
July – December 2013
Cooperative Agreement
Contract**

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



I. INTRODUCTION

A. Base Funding

This budget guidance is for the local health jurisdictions' (LHJs) HIV Prevention Cooperative Agreement Contract that will begin July 1, 2013 and end December 31, 2013.

Base funding allocations are determined via a formula that uses the percentage of people living with HIV/AIDS (PLWH/A) excluding prison cases. Percentages of African Americans, Hispanics, and people living below poverty are also part of the formula. The weight of the criteria is as follows:

- 75% Percentage of PLWH/A, excluding prison cases (2009 Surveillance data);
- 15% Percentage of African Americans (2010 Census Data);
- 5% Percentage of Hispanics (2010 Census Data); and
- 5% Percentage of people living below poverty (2010 Census Data).

B. Partner Services (PS) Funding

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) will continue to allocate the Centers for Disease Control and Prevention (CDC) funding directly to LHJs to support PS activities using a tiered approach that is based on an LHJ's capacity to deliver PS.

[Click here](#) for detailed information regarding the HIV Prevention Program allocations. Please refer to the *Total Allocation* column for funding amounts. The *Total Allocation* column includes base funding and PS funding.

II. HIV PREVENTION PROGRAM

A. Required Services to be Performed

Services must be consistent with the California HIV Prevention Program funded by CDC's PS12-1201 grant. In response to the National HIV/AIDS Strategy and CDC's PS12-1201 grant, OA aims to support the development and implementation of comprehensive, high impact prevention strategies for HIV-positive individuals and their partners, and high-risk negative populations, as defined in OA's program guidance, [Information for Program Planning \(IPP\)](#).

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

- a. Targeted HIV testing to prioritized high-risk populations;
- b. Linkage-to-care (LTC) services for all newly diagnosed HIV-positive individuals; and
- c. Partner Services.

Additionally LHJs must:

- a. Maintain an alternative test site (ATS). ATS testing must be anonymous and provided for free;
- b. Assign a staff member to attend to health care reform issues, for a proportion of time to be determined by the LHJ; and
- c. Meet the subsidiary requirements that support HIV testing, PS, and LTC services. In response to CDC's PS12-1201, OA has designated that these core services be delivered together.

B. California HIV Prevention Program Priority High-Risk Populations:

- a. HIV-positive individuals and their partners;
- b. Men who have sex with men (MSM), including MSM/Injection Drug Users (IDU) with strong emphasis on African-American and Latino MSM;
- c. IDUs;
- d. Transgender Individuals; and
- e. High-risk negative individuals with sexual and/or injection-sharing HIV-positive or MSM partners.

C. California's Two-Tiered System

The California HIV Prevention Program divides prevention services into a two-tiered structure. Activities are prioritized according to both the National HIV/AIDS Strategy and CDC's approach to HIV prevention. The tiers represent OA's priorities in HIV prevention, and correspond closely to the required and recommended services identified in the CDC PS12-1201 grant.

Funded LHJs are required to provide the three core activities of HIV testing (with or without counseling), LTC and PS. LHJs may also elect to implement one or more of the other Tier I activities. The California HIV Prevention Program stipulates that LHJs must ensure that activities designated as Tier I are adequately provided, using any resources available to the LHJ, before using OA prevention funding for Tier II activities (with the exception of Hepatitis C virus [HCV] testing).

Tier I activities include services and initiatives related to HIV testing (with or without counseling); LTC; PS; retention and re-engagement into care; risk assessment, linkage to services and behavioral interventions for HIV-positive individuals/prevention with positives (PWP) interventions; HIV medication treatment adherence; allowable syringe services; integrated HIV, hepatitis, tuberculosis (TB), and sexually transmitted diseases (STD) screening for HIV-positive persons; condom distribution, and health care reform.

Tier II activities include HCV testing; behavioral interventions targeting high-risk HIV-negative individuals; social marketing, media and mobilization; and incorporation of STDs, TB, and HCV screening into HIV testing programs.

All required and allowable service activities are outlined in detail under the HIV Prevention Program Allowable Services, Section IV.

III. REQUIRED DOCUMENTS

In order to prepare for the HIV Prevention Program cooperative agreement contract, OA needs budget documents for the time period of July 1, 2013 through December 31, 2013 from your LHJ. Each LHJ must submit the documents listed below in this section.

*The following budget documents are available here as a Microsoft Excel file. Budgets must be prepared using this file. Please note: the Excel file has multiple tabs. Additionally, the budget documents all have formulas built in and shaded green; therefore, please **do not delete the formulas** when you are entering information. The formulas automatically do the required computations. Budget documents include:*

- Document Checklist.
- LHJ Contact Information.
- HIV Prevention Program Five-Line Budget for July 1, 2013 – December 31, 2013.
- HIV Prevention Program Budget Detail for July 1, 2013 – December 31, 2013.
- HIV Prevention Program LHJ's Personnel Detail for July 1, 2013 – December 31, 2013.
- HIV Prevention Program Subcontractor Budget Detail for July 1, 2013 – December 31, 2013 *(if applicable)*.
- HIV Prevention Program Subcontractor Personnel Detail for July 1, 2013 – December 31, 2013 *(if applicable)*.
- HIV Prevention Program Service Category Summary for July 1, 2013 – December 31, 2013.

HIV Prevention Program LHJ Contact Information

This form asks you to identify the HIV Prevention Program AIDS Director, HIV Prevention Program Coordinator(s), and the HIV Prevention Program Fiscal Contact. OA uses this information to keep our records up to date so please complete the information for each position and notify us if you have changes. For the HIV Prevention Program Coordinator, please list the individual that our office will work with on a day-to-day basis. The LHJ's Data Universal Numbering Systems (DUNs) number is also required on this page.

HIV Prevention Program Five-Line Budget

In order to prepare the HIV Prevention cooperative agreement contract, OA needs budget information for the five line-item budget. Indirect Expenses are limited to 15 percent of the total Personnel Costs for the contractor.

HIV Prevention Program Budget Detail Form

This form requests detailed information to support the five line-item budget. As with the five line-item budget, the detailed budget includes personnel costs, operating expenses, capital expenditures, other costs, and indirect costs. For personnel benefits, LHJs must indicate a

percent that is the same for all employees. The total in your detailed budget must equal the total in your five line-item budget. OA requests more detail in Operating Expenses, including a brief description of each expense.

HIV Prevention Program Personnel Detail Form

This form identifies the LHJ personnel charged to the HIV Prevention Program cooperative agreement contract. The total in the detailed personnel page(s) must match the amount entered in the total personnel line of the HIV Prevention five line-item budget and the detailed budget. Please include in the description of duties the staff member that will be overseeing the responsibilities of Health Care Reform activities and the full-time equivalent (FTE) associated with these duties.

HIV Prevention Program Subcontractor Budget Detail Form

This form is required for *each* subcontractor and/or consultant funded by the HIV Prevention Program cooperative agreement. It is the same format as the HIV Prevention Program budget detail form but displays the subcontractor costs instead of the LHJs costs. Indirect Expenses are limited to 15 percent of the total Personnel Costs for each subcontractor and the percent applied to benefits must be the same for all employees. Additionally, each subcontractor is required to provide a DUNS number on the *HIV Prevention Program Subcontractor Budget Detail* page.

Sections 1 and 2 must be completed. Section 1 includes subcontractor information. Section 2 includes personnel costs, operating expenses, capital expenditures, other costs (i.e., subcontractor's contract with other community-based organizations) and indirect costs for the subcontractor.

HIV Prevention Program Subcontractor Personnel Detail Form

This form is required for *each* subcontractor and/or consultant funded by the HIV Prevention Program cooperative agreement. This form follows the same format as the HIV Prevention Program personnel detail form, but includes the subcontractor(s) personnel instead of the LHJs personnel.

HIV Prevention Program Service Category Summary

The service category summary form includes direct service costs, non-client service costs and administrative costs. As you complete the Program Service Category Summary tables, **please incorporate direct service costs, non-client service costs and administrative costs into the budget amounts for each category.** Each of these is described below. By incorporating direct service costs, non-client service costs and administrative costs, you will be able to account for your total award amount. **Only include your OA Prevention Grant funding.** Do not include budgeted amounts from other sources such as from Ryan White or county funding.

Section 1 is a summary of services that the health department will provide. For each direct service activity, provide the estimated number of clients to be served for each service category and the budgeted amount for each of these services. HIV testing should not only include HIV testing activities, but should also include LTC activities. Health Education/Risk Reduction (HE/RR) should include the activities that you are planning to do in your LHJ related to prevention with positives and high-risk negative

activities, retention/re-engagement in care, treatment adherence, and social marketing activities. As stated above, there is a section to record non-client service costs and administrative costs. Examples of non-client service costs may include health care reform and STD/HIV integration. Administrative costs may include personnel costs not related to interventions, relevant operating expenses, and indirect costs. These categories are described in detail below.

Section 2 is a summary of services provided by each of your subcontractors. Complete one table for each of your subcontractors; including a list of the direct services they will provide, the estimated number of clients to be served and budgeted amount the subcontractor will spend on each service activity. The subcontractor's Service Category Summary Form should also include administrative cost and non-client service costs. **The total of budgeted amounts for all your subcontractors in Section 2 should match the amount listed under "Other Costs" in the LHJs budget.**

Section 3 summarizes the combined totals from Section 1 and 2. It contains the total for *all* services and costs related to the cooperative agreement contract. **The total for Section 3 must equal your total allocation.** Your allocation is listed below the Section 3 Total.

IV. DETAILED INFORMATION ABOUT SERVICE ACTIVITY CATEGORIES

HIV Testing

HIV testing (with or without counseling) includes HIV testing activities targeting high-risk individuals in non-health care settings and health care settings. It also includes LTC service costs for newly diagnosed HIV-positive individuals. If you are using Ryan White or other funding sources, do not include that funding in this category. Additionally, if your LHJ receives Category B Expanded Routine opt-out HIV Testing funding, do not include these funds in this category. A separate budget is required for that program. Do not list PS funding in the HIV testing category. All PS activities should be recorded in the distinct PS activity line item, including offers made to both newly diagnosed individuals as well as other HIV-positive individuals.

Partner Services

You must include at least the amount that you have been allocated for PS. If you use additional funding from your OA prevention allocation for PS, include that in the budget amount as well. Do not include funding from sources other than your OA prevention award. The estimated number of clients to be served in PS includes offers made to both newly diagnosed individuals as well as other HIV-positive individuals.

HE/RR Activities

In the HE/RR activity line item, include both Tier I (prevention with positives) and Tier II (prevention with high-risk negative clients) clients to be served and the costs associated with providing HE/RR interventions. Costs may include funding staff to conduct risk assessments as well as staff that provide the evidenced-based intervention or approved locally developed interventions. Do not include funding from non-OA prevention funding sources.

Syringe Services Program Activities

Allowable activities with OA prevention funding include supporting syringe disposal for IDUs, providing support for nonprescription sale of syringes in pharmacies and policy work.

HCV Testing

In the HCV activity line item, include the estimated number of individuals planned to be tested and the associated costs being funded with OA prevention funding, such as staff time and HCV tests.

Non-Client Services

In this line item, include the total budgeted amount of OA prevention funding used for activities such as health care reform planning, STD/HIV integration or activities that work toward prevention and care service integration. The estimated number of clients to be served is not applicable (N/A).

Administrative Costs

This category should include costs such as personnel costs not related to interventions, appropriate operating expense costs, training, and indirect costs. The estimated number of clients to be served is N/A. LHJs and their subcontractors must adhere to the current travel and per diem requirements and rates established by the State of California. Please note, the current mileage reimbursement rate is not indicated in the per diem requirements document due to a recent update. The new mileage reimbursement rate is .0565.

For questions about completing the budget forms, please contact your assigned Prevention Program Operations Advisor, as noted in Section VI.

IV. HIV PREVENTION PROGRAM REQUIRED AND ALLOWABLE SERVICES FOR THE JULY 1, 2013 THROUGH DECEMBER 31, 2013 COOPERATIVE AGREEMENT CONTRACT

Funded LHJs are required to provide the core activities of HIV testing (with or without counseling), LTC and PS. LHJs may also select to implement one or more of the other Tier I activities. If an LHJ intends to implement any Tier II activities (except HCV testing), LHJs must ensure that all activities designated as Tier I are adequately provided, using any resources available to the LHJ, before using OA prevention funding for Tier II activities. HCV testing can be done even if not all Tier I activities are implemented. Tier I and Tier II activities are listed below.

Tier I Activities	
<p>Targeted High-Risk HIV Testing in Non-Health Care Settings</p> <p>(Core Service)</p>	<p>1) LHJs shall administer HIV testing by providing anonymous and/or confidential HIV testing services (with or without counseling) to individuals at high risk for HIV. Testing services may include: assessment of client needs regarding HIV transmission; client-centered prevention counseling; risk-reduction planning; and referral to other services. LHJs funded for testing in non-health care settings are required to: establish</p>

	<p>systems for linking newly diagnosed HIV-positive or preliminarily positive clients into medical care with a verified medical visit; ensure that clients are offered PS; and establish a plan for referring clients to other prevention programs.</p> <ol style="list-style-type: none"> 2) Individuals seeking testing services shall be informed about the validity and accuracy of the antibody test before consent to test is obtained. Written consent is required for testing in non-health care settings; oral consent is required for ATS testing; and oral consent is allowed for testing in health care settings. All individuals tested with OA funds in non-health care settings shall be given the results of their test in person. 3) Funded agencies must ensure all HIV counseling interventions are provided by staff members who have successfully completed the Basic Counselor Skills Training. In addition, test kit operators are required to complete an annual competency assessment test to maintain their certification for testing client samples. 4) All funded LHJs must ensure that all contracted testing sites maintain appropriate documentation. This includes the LHJ's written protocols for the local testing program, signed statements of confidentiality by staff, testing forms, invoices, etc. All documentation must be maintained for three years plus the current year. 5) Written quality assurance plans are required by sites conducting point-of-care rapid HIV tests waived under the federal Clinical Laboratory Improvement Act (CLIA). These plans must be submitted to OA for review by the Testing Specialist for comprehensiveness and compliance with State and Federal requirements. 6) LHJs must increase the number of newly identified HIV-positive tests by at least 0.1 percent annually.
<p>HIV Testing in Health Care Settings (not Category B Expanded Testing)</p>	<ol style="list-style-type: none"> 1) LHJs should work with local health care settings on ways they can implement and increase routine, opt-out HIV testing. These settings may include but are not limited to hospital emergency departments and primary care clinics in community health care settings. 2) Funding for routine, opt-out HIV testing cannot be used to pay for HIV testing staff. 3) This funding can only pay for HIV testing (i.e., test kits and other testing costs) when a patient has no other payer for health care

	services (OA is the payer of last resort).
Linkage To Care (Core Service)	<ol style="list-style-type: none"> 1) All LHJs that receive OA prevention funds are required to provide LTC. 2) LTC is the process of assisting newly HIV-diagnosed persons to enter into medical care. LTC is a core activity required of all OA-funded HIV testing sites in both medical and non-medical settings. 3) LTC is considered to be achieved when a newly diagnosed HIV-positive person is seen by a health care provider (e.g., physician, physician assistant, nurse practitioner) to receive medical care for his or her HIV infection. The standard set by Health Resources and Services Administration (HRSA) is that the newly HIV-diagnosed individual attends an HIV medical appointment within 90 days of diagnosis. 4) HIV testing coordinators must establish policies and procedures describing a system for referring individuals with preliminary and confirmed HIV-positive test results to a medical provider for HIV care. In designing this system, coordinators should include identification of HIV care providers, referrals to medical care, and verification of client's attendance at their first appointment. 5) A variety of different mechanism may be used to verify, including but not limited to verified medical visit forms, kickback cards, and/or client self-report. All verified visits must be entered on the HIV Counselor Information Form (CIF) and entered into Local Evaluation Online (LEO) data collection system.
PS (Core Service)	<ol style="list-style-type: none"> 1) All LHJs that receive OA prevention funds are required to provide PS. 2) LHJs must offer PS to all people newly diagnosed as HIV positive, as well as those living with HIV who have participated in recent risky behavior and may have exposed others to HIV. LHJ's should assess PS activities and outcomes, and implement provider outreach programs to enhance PS with key community providers. 3) Every LHJ must maintain a staff member to coordinate the PS activities of that LHJ. If an LHJ has the infrastructure to only provide an offer of PS, collaboration with a Disease Intervention Specialist from the State STD Control Branch must be established and maintained for comprehensive PS activities.

	<p>4) Funds allocated for PS may be used for any activities supporting PS including staff salaries and benefits, travel, training, and resources for third-party notification. PS allocations may not be used to pay for HIV testing, counseling, or other prevention activities.</p> <p>5) All LHJs shall maintain a comprehensive written PS program plan that provides for routine review of PS staff performance with appropriate standards, PS protocols/quality assurance plans, and the availability of and referral to HIV testing, prevention services, STD screening, HCV testing, and HIV medical care as appropriate.</p> <p>6) Local programs should track the number, type and outcomes of PS activities provided by entering data into LEO and review this data routinely.</p>
<p>Retention and Re-engagement into Care</p>	<p>1) Retention and Re-engagement in Care identifies HIV-positive patients vulnerable to not attending HIV medical appointments routinely as well as out-of-treatment HIV-positive individuals, and works with the HIV-positive individual to stay in or return to HIV medical care.</p> <p>2) LHJ's conducting these services are responsible for determining the most effective approaches for achieving active collaboration between local prevention and care providers to provide retention and re-engagement services. In order to decrease duplication of effort and ensure maximum impact of retention and re-engagement interventions, LHJs that fund or provide Retention and Re-engagement in Care services will demonstrate active collaboration and coordination with Care sites.</p> <p>3) OA's LEO or AIDS Regional Information and Evaluation System (ARIES) should be used to document and record Retention and Re-engagement in Care activities.</p>
<p>Risk Assessment, Linkage to Services, and Behavioral Interventions for HIV-Positive Individuals (PWP Services)</p>	<p>1) The goal of Risk Assessment, Linkage to Services and Behavioral Interventions for HIV-Positive Individuals (PWP Services) is to increase the number of Ryan White-funded clinics or HIV care providers providing a comprehensive risk screening program and, to the extent that resources are available, initiate behavioral, structural or biomedical interventions for HIV-positive people, or develop a referral plan for community-based prevention with positives interventions.</p> <p>2) LHJs which elect to fund or conduct PWP Services will select at least one Ryan White-funded clinic or HIV care provider who can</p>

	<p>initiate behavioral risk screening within their medical setting.</p> <ol style="list-style-type: none"> 3) All sites conducting PWP services will administer the LEO Group Self-Administered Questionnaire (GSAQ) and the Substance Abuse and Mental Illness Symptom Screener (SAMISS) to HIV-positive individuals and enter the results in LEO and ARIES. 4) For LHJs that fund HIV behavioral interventions, selected interventions must be evidence-based and designed for HIV-positive people or HIV-positive people and their sexual/needle sharing partners. 5) If a sites choose to refer clients at risk of transmitting HIV to community-based HIV behavioral interventions, those interventions must also be evidence-based and designed to target HIV-positive or serodiscordant relationships. If other evidence-based interventions are adapted to the population, documentation of the adaptation should be submitted to OA for approval. 6) In addition to HIV behavioral interventions, LHJs providing PWP services must identify and refer to culturally appropriate mental health and substance use services as needed. 7) All staff members who facilitate evidence-based interventions must have completed training in the intervention. Supervisors must monitor and ensure that the intervention is administered with fidelity and follow the curriculum and intervention activities as defined by the intervention. 8) OA's LEO or ARIES should be used to document and record client assessments and referrals. HIV Behavioral Interventions will be recorded and monitored using LEO system. All evaluation required by evidence-based interventions must be completed and be maintained.
<p>HIV Medication Treatment Adherence</p>	<ol style="list-style-type: none"> 1) HIV Medication Treatment Adherence services support the appropriate and consistent use of antiretroviral (ARV) medicines to maximize their benefits in sustaining health and suppressing viral load. 2) OA will fund HIV medication treatment adherence interventions to any patients living with HIV having difficulty taking ARVs as prescribed. 3) LHJs that elect to fund or provide HIV Medication Treatment Adherence should include collaboration with health care

	<p>providers, medical case managers, and others working with HIV-positive individuals. HIV Medication Treatment Adherence activities should include:</p> <ul style="list-style-type: none"> • Regular screening of HIV-infected individuals to determine whether they are on ARV therapy; • Routine assessment of treatment adherence using the adherence questions listed on the LEO HE/RR form or in ARIES, as well as monitoring of viral load suppression to identify individuals who would benefit from treatment adherence interventions; and • Appropriate referrals for those not on ARV therapies and for those identified as having challenges in maintaining adherence to their HIV medication requirements. This may include delivering treatment adherence interventions, consultation with health care providers or referral to HIV medication treatment adherence services. <p>4) OA prevention funds cannot be used to pay for medications or medical services. Purchasing supplies to assist with medication adherence is an acceptable expense when used within treatment adherence intervention programs.</p> <p>5) OA requires LHJs to use ARIES or LEO to track service utilization by clients referred to treatment adherence interventions:</p>
<p>Syringe Services Programs</p>	<p>1) LHJs may use their OA HIV prevention funds to:</p> <ul style="list-style-type: none"> • Support efforts to increase proper syringe disposal among IDUs. • Support local non-prescription syringe sales in pharmacies: this may take the form of working to increase the number of pharmacies providing non-prescription syringe sales and/or encouraging IDUs to purchase sterile equipment in pharmacies which provide non-prescription syringe sales. Alternately or additionally, LHJs may provide educational literature or training about recent changes in pharmacy practice to law enforcement, pharmacy staff, IDUs and health and social service professionals who work with IDUs. • Support policy work necessary to facilitate structural change to expand access to sterile syringes and/or improve sharps disposal among IDUs, as long as the work does not include efforts to influence ordinances. <p>2) LHJs may not use their OA HIV prevention funds to:</p>

	<ul style="list-style-type: none"> • purchase needles and syringes; • fund staff time used specifically to distribute needles or syringes; • pay for delivery modes such vehicles or rent for fixed sites used specifically for distributing needles and syringes; and/or • conduct any activity designed to influence legislative change at the Local, State, or Federal level.
<p>Integrated HIV, Hepatitis, Tuberculosis (TB), and STD Screening for HIV-Positive Persons</p>	<ol style="list-style-type: none"> 1) Activities for integration of screening for and monitoring of Hepatitis, TB, and STDs for HIV-positive individuals will be determined by each LHJ and will vary depending on the needs and opportunities within each LHJ. Activities may include, but are not limited to: <ul style="list-style-type: none"> • Providing continuing medical education highlighting the benefits of compliance with recommended clinical monitoring to increase staff integration of screening; • Using ARIES or electronic health records to document clinical testing of medical case management clients and Ryan White clinic patients as appropriate; and/or • Supporting client education that increases awareness of clinical laboratory monitoring standards and encouraging clients to talk with their health care providers about exposure or transmission risks of Hepatitis, TB, and STDs. 2) OA funding cannot be used to pay for clinical laboratory tests, except for HIV testing and hepatitis screening. 3) LHJs are required to report on their activities in their bi-annual progress reports.
<p>Condom Distribution</p>	<ol style="list-style-type: none"> 1) The condom distribution program requires LHJs to use OA epidemiologic data as well as LHJs local knowledge and resources to enroll venues into the condom distribution program, where they will receive condoms and educational material to distribute to high-risk target populations in locations where HIV/AIDS is most prevalent. 2) In order for a venue to be eligible for participation in the condom distribution program, they must: 1) provide their services in a zip code that has identified HIV/AIDS cases; and 2) have a clientele (whole or partial) that is made up of the targeted population. 3) LHJs will maintain venues previously enrolled in the condom distribution program, add additional venues when possible, and replace venues if former venues stop participating in the program.

	<ol style="list-style-type: none"> 4) To enroll a new venue, the LHJ must fill out the <i>Participating Venue Information</i> (PVI) form. There is no limit to how many eligible venues each LHJ can have participating in the program. 5) Condom orders cannot be placed by an LHJ or another entity on behalf of the participating venue. Condom orders cannot be placed by an LHJ for distribution at a one-time event such as health fairs, workshops, rallies or other presentations unless the events specifically target OA's priority populations and are part of the LHJs HE/RR prevention interventions. 6) LHJs should include information about their condom distribution plans in their bi-annual progress reports.
<p>Health Care Reform</p>	<ol style="list-style-type: none"> 1) Each funded LHJ is required to dedicate a proportion of a specific FTE position to Health Care Reform planning activities. Duties for the local Health Care Reform staff person and the percentage of time spent will be determined by each LHJ and will vary depending on local policies and resources. 2) The Health Care Reform staff position may or may not be from within the LHJ's HIV/AIDS program; however, if it is not, a strong partnership should be maintained between the Health Care Reform staff and the local HIV/AIDS program. 3) LHJs should include information about their Health Care Reform related activities in their bi-annual progress reports to OA.

<p>Tier II Activities</p>	
<p>HCV Testing</p>	<ol style="list-style-type: none"> 1) OA funding may be used to offer HCV testing to clients identified by the assessment process to be at risk for HCV. Although HCV testing is a Tier II activity, LHJs may conduct this activity without implementing all Tier I activities. 2) OA funds may be used for HCV laboratory tests, HCV rapid tests, and Home Access kits. 3) OA will provide training for the rapid CLIA-waived HCV and combination rapid HIV/HCV tests. HIV counselors must be certified prior to administering the new HCV rapid test. Additionally, HIV counselors must take the University of California San Francisco, Alliance Health Project on-line HCV training.

	<p>4) Trained HIV test counselors who are authorized in California to perform rapid CLIA-waived HIV tests may also perform rapid CLIA-waived HCV and combination rapid HIV/HCV tests. HIV test counselors performing rapid CLIA-waived HCV tests or rapid combination HIV/HCV tests, including those tests administered by finger stick, will need to meet the same performance and training requirements as that for rapid CLIA-waived HIV testing.</p> <p>5) HCV test information should be collected on the CIF and entered into LEO.</p>
<p>Behavioral Interventions for High-Risk Negative People</p>	<p>1) The priority high-risk negative populations for the California project area are:</p> <ul style="list-style-type: none"> • MSM, including MSM/IDU with strong emphasis on African-American and Latino MSM; • IDUs; • Transgender Individuals; and • High-Risk Negative Individuals with Sexual and/or Injection-sharing HIV-positive or MSM partners. <p>2) LHJs may provide high-risk HIV-negative populations with evidence-based HIV behavioral interventions to reduce the rate of new HIV infection within identified high-risk target populations. Behavioral interventions may include:</p> <ul style="list-style-type: none"> • Targeted prevention activities for high-risk HIV-negative persons; • Individual level interventions (ILI); • Group level interventions (GLI); and • Comprehensive Risk Counseling and Services for individuals with multiple health needs. <p>3) Intervention providers must screen potential participants prior to starting the intervention to ensure participants are part of intended target population, and divert lower risk and non-target population individuals to alternative resources. OA funds should not be used to support interventions for low-risk negatives.</p> <p>3) All OA-funded behavioral interventions must be recorded in LEO.</p>
<p><u>Social Marketing, Media and Mobilization</u></p>	<p>1) OA has chosen the following health messages for social marketing activities, media, and mobilization activities:</p>

	<ul style="list-style-type: none">• Benefits of early detection of HIV infection;• Need for routine and regular HIV health care;• Benefits of ARV therapy for health of people living with HIV;• Role of suppressed viral load in reducing HIV transmission;• Benefits of integrated screening for HIV, TB, STDs, and hepatitis;• Value of initial and ongoing PS;• Information about Community Viral Load; and• Emerging messages from CDC or OA. <p>2) Messaging must address one or more of the health messages above and be targeted to HIV-positive people, or priority high-risk negative populations as defined by OA.</p> <p>3) Due to limited resources, LHJs should choose campaigns that have already been developed and demonstrated effective. LHJs choosing to conduct social marketing, media, or mobilization activities must submit a plan to OA prior to starting a campaign. The plan should include a definition of the health issue being addressed and the rationale for its selection. The plan should also describe the health messages to promote Testing, HIV Care, ARV therapy, PS, integration of STD, hepatitis, TB screening, and PS into HIV services, as well as the formative work planned to ensure community participation in the campaign development. Monitoring and evaluation activities must also be included in the plan. No LHJ's may create new material until after documentation of a search for pre-existing material and justification for developing new material is submitted to and approved by OA.</p> <p>4) Progress on activities will be clearly documented in bi-annual progress reports submitted to OA, as well as entered into LEO.</p>
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V. LEO FUNDING SET UP

Budget information set up in LEO must be consistent with the budget documents submitted. Specific instructions for doing so are included below. If you have any questions regarding how set-up instructions apply to your specific circumstances, please contact your assigned Prevention Operations Advisor for technical assistance.

Please indicate the correct funding source for each intervention and/or subcontractor set up in LEO. If other funding sources such as local funds, direct funds from CDC, or funds from the California Department of Alcohol and Drug Programs are being used for activities being recorded in LEO, please consult with your assigned HIV Operations Advisor to request that a specific funding stream be established for use with these agencies/interventions. Note that in LEO, agencies may be funded by multiple sources, but interventions may only have a single funding source.

Targeted testing interventions require specific target populations to be entered. In addition to defining target populations, the number intended to be reached and the funding amounts planned to be spent testing each target population must be included.

Include direct, indirect, and other expenses in intervention allocations so the sum of all intervention allocations within a funding stream equals the amount listed on your HIV Prevention Program Service Category Summary tables. When setting up interventions, each target population requires the estimated number of clients you intend to serve and the amount allocated to this target population. The totals for both of these values should match the information on the Program Service Category Summary in the budget documents for all OA-funded interventions. The amount allocated to each population within the intervention should include **all expenses**, including program and administrative costs so that the total of all intervention costs equals the totals for the respective service categories in Section 3 of the Service Category Summary.

PS activities are typically integrated within other interventions, such as within counseling and testing, in HE/RR ILI sessions or as part of a care visit. Do not include the PS funding amounts within interventions. The LEO Contract Annual Review Page will only include your HIV and HCV testing and your HE/RR activity line items. It will not include your PS or Non-Client Services activities amounts listed on your HIV Prevention Program Service Category tables.

Non-client services are not tracked in LEO. These include Healthcare Reform and service activity integration activities.

Activities funded by multiple sources must be set up as distinct interventions, one for each funding source. For example, if you are funding HIV testing for MSM for \$1,000, using 75 percent OA funds and 25 percent from another grant, enter two interventions:

- MSM testing (OA prevention funding), n = 75 MSM, \$750
- MSM testing (funding from another grant), n = 25 MSM, \$250

For simpler identification of various funding sources, it is recommended you note the funding sources in the intervention titles.

Budgeted amounts in LEO should be consistent and reasonable estimates for actual costs. For example, do not enter a budget amount of \$3,000 for the first target population and \$1 for each additional target population. While it may cost more to provide the same service to some target populations compared with others, make sure the cost per encounter does not vary extremely between target populations or interventions of the same type. To assist you, the intervention set-up page in LEO shows the total number of people expected to be served, the total budgeted amount for the intervention and the anticipated cost per encounter for each target population and the overall intervention.

LEO set-up for July 1, 2013 through December 31, 2013 C&T and HE/RR interventions must be completed by June 15, 2013. This is necessary for OA to submit required reports to the CDC.

Data is expected to be entered within five business days of the encounter or activity. Since data is analyzed on a monthly basis, OA requires that data be complete and up-to-date. When OA runs data reports, any data not entered cannot be included. This results in a less accurate picture of your work. Delayed data entry also decreases data quality because the longer length of time between the activity and data entry, the less likely errors or omissions can be accurately corrected.

LEO is designed to make it simple to monitor allocation information during the process of setting up interventions and subcontractor allocation amounts. The Contract Annual View Page in LEO provides a view of the amount of your award that has been allocated and the amount of award that has yet to be allocated for your LHJ and for each of your subcontractors.

VI. REPORTING REQUIREMENTS

Progress Reports

Progress Reports are required on a semi-annual basis, and must be submitted to LHJ's assigned HIV Operations Advisor via e-mail. The progress report for this prevention contract will cover the six months of the contract, from July 1, 2013 to December 31, 2013. The report will be due on February 15, 2014.

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

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

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

VII. HIV PREVENTION PROGRAM CONTACTS

HIV Prevention Program		
HIV Prevention Branch Interim Chief	Alessandra.Ross@cdph.ca.gov	(916) 449-5796
HIV Prevention Operations Section Chief	Sandy.Simms@cdph.ca.gov	(916) 449-5538
HIV Prevention Program Section Chief	Amy.Kile-Puente@cdph.ca.gov	(916) 449-5805

Prevention Operations Advisors	Assigned Contracts
Cheryl Austin	<ul style="list-style-type: none"> • Monterey • Santa Barbara

<p>(916) 449-5810 Cheryl.Austin@cdph.ca.gov</p>	<ul style="list-style-type: none"> • Santa Cruz • Stanislaus • Ventura
<p>Clar Rohde (916) 445-4346 Clar.Rohde@cdph.ca.gov</p>	<ul style="list-style-type: none"> • Contra Costa • Fresno • Kern • Santa Clara • Sonoma
<p>Jill Harden (916) 445-2561 Jill.Harden@cdph.ca.gov</p>	<ul style="list-style-type: none"> • Alameda • Long Beach • Orange • Riverside • San Bernardino • San Diego • San Joaquin • Solano
<p>Yvonne Gaide (916) 650-0573 Yvonne.Gaide@cdph.ca.gov</p>	<ul style="list-style-type: none"> • Sacramento

VII. HOW, WHEN, AND WHERE TO SUBMIT REQUIRED DOCUMENTS

Please e-mail the completed budget documents (*Excel file*) to: Sandy.Simms@cdph.ca.gov by **May 20, 2013.**

Cont' Exhibit B Prevention Program

Note: Subsequent years 2015-17, Prevention Program Budget Guidance will be provided to CCHAS once MCHD receives them from the State. It is not anticipated that any significant - changes will occur from the attached 2013-14 guidelines; however both parties will agree upon the 2015-17 guidelines in writing, and on MCHD's letterhead (Letter of Agreement), signed by the Director of Health and by CCHAS's authorized officers. The Letter of Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in this Agreement.

CCHAS HIV/AIDS Services
\$205,000
FY 2013-17

SEMI-ANNUAL PROGRESS REPORT TEMPLATE - UPDATED

California Department of Public Health, Office of AIDS (CDPH/OA) HIV Prevention Branch

Fiscal Year 2013 Progress Report on HIV Activities Funded through OA's Centers for Disease Control and Prevention HIV Prevention Grant, PS12-1201

Due Date: February 15, 2014

This first progress report covers the first six months of the contract from July 1, 2012 to December 31, 2012 and is due on February 15, 2013. The Progress Report Template will assist you in addressing all applicable Tier I and/or Tier II activities conducted by your LHJ, as well as report on issues related to administration, evaluation, local community planning, and changes you have made to your program.

Please address the questions in the following sections:

- I. Administrative Report – Overview of how your LHJ is implementing your HIV prevention plan
- II. Programmatic Report – Details on the Tier I and Tier II activities your LHJ and subcontractors are providing through PS12-1201
- III. Evaluation Report – Report on how your LHJ is using evaluation measures to modify and improve your HIV prevention efforts

Please submit by emailing the completed template to your Operations Advisor by February 15, 2013. Before submitting:

1. Insert the name of your LHJ in the header of the document
2. Attach the following documents:
 - a. For Targeted Testing: Rapid HIV Testing Quality Assurance Plan;
 - b. For Linkage to Care: copies of any drafts for Linkage to Care policies/procedures, workflow charts, linkage verification, release of information, and referral forms, if created; and
 - c. For HCV testing, if conducted: copies of any drafts for HCV follow-up testing policies/procedures, linkage verification, release of information and referral guides, if created.

I. Administrative Report *for technical assistance with this section, contact your Operations Advisor*

1. Successes:

What is going well in the implementation of your LHJ's prevention plan? Examples may include collaborations, new initiatives, hiring new staff, etc.

Click here to enter text.

2. Challenges and barriers, and strategies to overcome them:

Describe any issues that are hampering your efforts to implement your prevention plan, such as difficulties with subcontractors, unmet training needs, etc., and describe your plan to address these barriers.

Click here to enter text.

3. Administrative and programmatic changes:

What changes has your LHJ made to your prevention activities and to the ways in which they are implemented? Examples may include internal reorganizations, new or discontinued subcontracted agencies and/or new or discontinued program activities.

Click here to enter text.

4. Community Planning:

Describe any community planning activities your LHJ conducts.

Click here to enter text.

II. Programmatic Report *for technical assistance with this section, contact your Operations Advisor*

Core Services

Please use as much space as you require to complete the questions below.

Targeted HIV Testing

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. Conducted by LHJ with PS12-1201 funds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conducted by LHJ using other funding sources? (e.g. CDC direct funding, SAMHSA, county or city funds) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds. | | |

Click here to enter text.

4. *Describe key successes to date.*

Click here to enter text.

5. *Describe any challenges/barriers and strategies to overcome them.*

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

[Please also complete the Targeted HIV Testing questions within the Evaluation section.]

Linkage to Care

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>Conducted by LHJ using other funding sources?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Describe your progress in establishing a LTC process for linking newly diagnosed HIV-positive clients in your LHJ.</i> | | |

Click here to enter text.

4. *Describe any challenges/barriers to establishing your LTC process and strategies to overcome them. What assistance do you need from OA?*

Click here to enter text.

5. *Briefly describe collaborative efforts with other prevention and care providers in the LHJ to link newly diagnosed clients.*

Click here to enter text.

6. *Please attach copies of any drafts of LTC policies/procedures, workflow charts, linkage verification, release of information, and referral forms (if created).*

[Please also complete the Linkage to Care questions within the Evaluation section.]

Partner Services (PS)

No Yes

1. Conducted by LHJ with PS12-1201 funds?
2. Conducted by LHJ using other funding sources?
3. Have submitted a PS plan?
4. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds.

Click here to enter text.

5. Describe any challenges/barriers to implementing your PS plan, and strategies to overcome them.

Click here to enter text.

6. Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.

Click here to enter text.

[Please also complete the Partner Service question within the Evaluation section.]

Other Tier I Activities for technical assistance with this section, contact your Operations Advisor

Routine, Opt-out HIV Testing in Healthcare Settings (HCS)

- | | No | Yes |
|---|--------------------------|--------------------------|
| 1. Conducted by LHJ with PS12-1201 Category A funds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conducted by LHJ using other funding sources? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 Category A funds. | | |

Click here to enter text.

4. Describe key successes to date.

Click here to enter text.

5. Describe any challenges/barriers and strategies to overcome them.

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities. (Please note: Activity for Category B-funded LHJs is reported separately and does not need to be addressed here.)*

Click here to enter text.

Retention and Re-Engagement in Care

- | | No | Yes |
|---|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>Conducted by LHJ using other funding sources?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds.</i> | | |

Click here to enter text.

4. *Describe key successes to date.*

Click here to enter text.

5. *Describe any challenges/barriers and strategies to overcome them.*

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

HIV-Positive Risk Assessment, Linkage to Services and Behavioral Interventions in HCS

- | | No | Yes |
|---|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>Conducted by LHJ using other funding sources?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds. Specify if the healthcare setting(s) are doing both assessment and services or just assessment and referring to services. Please name the services most</i> | | |

frequently used by clients referred through the risk assessment process.

Click here to enter text.

4. *Describe key successes to date.*

Click here to enter text.

5. *Describe any challenges/barriers and strategies to overcome them.*

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

HIV Medication Treatment Adherence

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>Conducted by LHJ using other funding sources?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS1-1201 funds. Please describe how clients are identified as candidates for medication treatment adherence services, as well as the type of services provided.</i> | | |

Click here to enter text.

4. *Describe key successes to date.*

Click here to enter text.

5. *Describe any challenges/barriers and strategies to overcome them.*

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

Integrated Hepatitis, Tuberculosis and STD Screening, and PS for HIV-Positive Persons

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. Conducted by LHJ with PS12-1201 funds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conducted by LHJ using other funding sources? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds. | | |

Click here to enter text.

4. Describe key successes to date.

Click here to enter text.

5. Describe any challenges/barriers and strategies to overcome them.

Click here to enter text.

6. Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.

Click here to enter text.

Syringe Services Programs

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. Conducted by LHJ with PS12-1201 funds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conducted by LHJ using other funding sources? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds. | | |

Click here to enter text.

4. Describe key successes to date.

Click here to enter text.

5. Describe any challenges/barriers and strategies to overcome them.

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

Healthcare Reform (HCR) Planning

- | | No | Yes |
|---|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>Conducted by LHJ using other funding sources?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Provide the name, phone and email address of the LHJ Prevention HCR contact person.</i> | | |

Click here to enter text.

4. *Provide a brief description of any activities/planning conducted by the above person relating to HCR.*

Click here to enter text.

Condom Distribution for LHJs in the California Project Area

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. <i>Are you currently recruiting venues in your LHJ to participate in the condom distribution program provided by OA that is funded by PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>If no, is a condom distribution being conducted in your LHJ using other funding sources (not utilizing OA's condom distribution program)? If yes, describe the condom distribution, including entities and funding sources involved:</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Briefly describe any challenges/barriers you've experienced in recruiting venues to participate in the condom distribution program and strategies to overcome them.</i> | | |

Click here to enter text.

4. *Briefly describe any community feedback, if any, on the condom distribution (positive/negative).*

Click here to enter text.

5. *While some venues may serve both HIV+ people and people at high-risk for HIV, briefly describe any ideas you may have in providing condoms only to HIV+ people in your LHJ.*

Click here to enter text.

Tier II Activities

Hepatitis C Testing

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. Conducted by LHJ with PS12-1201 funds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conducted by LHJ using other funding sources? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds. | | |

Click here to enter text.

4. Describe key successes to date.

Click here to enter text.

5. Describe any challenges/barriers and strategies to overcome them.

Click here to enter text.

6. Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.

Click here to enter text.

7. Please attach copies of any drafts of HCV follow-up testing policies/procedures, linkage verification, release of information, and referral guides (if created).

Behavioral Interventions for High-Risk HIV-Negative Persons

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. Conducted by LHJ with PS12-1201 funds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conducted by LHJ using other funding sources? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds. | | |

Click here to enter text.

4. *Describe key successes to date.*

Click here to enter text.

5. *Describe any challenges/barriers and strategies to overcome them.*

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

Social Marketing, Media, and Mobilization

- | | No | Yes |
|---|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <i>Conducted using other funding sources?</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <i>Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds.</i> | | |

Click here to enter text.

4. *Describe key successes to date.*

Click here to enter text.

5. *Describe any challenges/barriers and strategies to overcome them.*

Click here to enter text.

6. *Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.*

Click here to enter text.

PrEP Planning and/or Delivery

- | | No | Yes |
|--|--------------------------|--------------------------|
| 1. <i>Conducted by LHJ with PS12-1201 funds?</i> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Conducted using other funding sources?

3. Provide a brief description of the activity conducted by LHJ and/or its subcontractors using PS12-1201 funds.

Click here to enter text.

4. Describe key successes to date.

Click here to enter text.

5. Describe any challenges/barriers and strategies to overcome them.

Click here to enter text.

6. Provide a brief description of the efforts of other entities (such as medical providers, community-based organizations, mental health or substance use disorder treatment programs) conducting this same activity in the LHJ. When possible, please describe the funding source used to conduct these activities.

Click here to enter text.

III. Evaluation Report For technical assistance with this section, contact Amy Kile-Puente at amy.kile-puente@cdph.ca.gov or Deanna Sykes at deanna.sykes@cdph.ca.gov.

Use the Testing Indicators Report provided to you and the companion worksheet [attached] for the time period of this report to address the following questions. Please review the technical assistance document [attached] before completing the questions below.

Targeted HIV Testing

1. Number of Newly-Identified Confirmed Positives

a. Compare the number of newly-identified confirmed HIV-positives to the projected target number for your LHJ. Discuss how your number compares to the target.

Click here to enter text.

b. If the "Percent of Target" column is less than 100% (yellow or red), please also discuss:

- Number of tests
- Yield (percent of new confirmed positives)
- Percent of testing events provided to high-risk (priority) populations

These factors combine to determine the number of newly-identified confirmed positives in your LHJ. Please discuss how these factors compare to targets, and what adjustments you have made or plan to make in these or other aspects of service delivery to increase the number of HIV-positive persons you identify.

Click here to enter text.

- c. *Review the Year 2 target for Number of Newly-Identified Confirmed Positives and discuss your prospects/plans for meeting this objective.*

Click here to enter text.

2. Number of New Positives Who Learn Their Status

- a. *Compare the number of newly-identified confirmed HIV-positives who learn their status to the projected target number for your LHJ. Discuss how your number compares to the target.*

Click here to enter text.

- b. *If the "Percent of Target" column is less than 100% (yellow or red), please also discuss how the actual Disclosure Rate compares to the target rate. If it is less than the target rate, discuss your plans for improving it.*

Click here to enter text.

- c. *Review the Year 2 target for "number of new positives who learn their status" and discuss your prospects/plans for meeting this objective.*

Click here to enter text.

Linkage to Care

3. Number of New Positives Who Are Linked to Care

- a. *Compare the number of new positives who are linked to care to the projected target number for your LHJ. Discuss how your number compares to the target.*

Click here to enter text.

- b. *If the "Percent of Target" column is less than 100% (yellow or red), please also discuss:*
 - *Percent of new positives referred to care*
 - *Percent of new positives linked to care*

These factors combine to determine the number of new positives who are linked to care. If percent of offers and/or percent of linkages to care are less than target values, please also discuss what adjustments you have made or plan to make improve these percentages and increase the number of HIV-positive persons linked to care.

Click here to enter text.

- c. *Review the Year 2 target for Number of Positives Who Are Linked to Care and discuss*

your prospects/plans for meeting this objective.

Click here to enter text.

Partner Services

4. Number of New Positives Who Accept Partner Services

- a. *Compare the number of new positives who accepted partner services to the projected target number for your LHJ. Discuss how your number compares to the target.*

Click here to enter text.

- b. *If the "Percent of Target" column is less than 100% (yellow or red), please also discuss:*
- *Percent of new positives offered partner services*
 - *Percent of new positives who accepted partner services*

These factors combine to determine the number of new positives who accepted partner services. If percent of offers and/or percent who accepted partner services are less than target values, please also discuss what adjustments you have made or plan to make improve these percentages and increase the number of HIV-positive persons who accept partner services.

Click here to enter text.

- c. *Review the Year 2 target for Number of Positives Who Accepted Partner Services and discuss your prospects/plans for meeting this objective.*

Click here to enter text.

Note: Evaluation questions for other activities will be included in the next semi-annual report.

BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as “**Agreement**”, is made effective July 1, 2013 by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and Central Coast HIV/AIDS Services, hereinafter referred to as “**Business Associate**”, (individually, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 (“ARRA”), which amends HIPAA and the HIPAA Privacy Rule; and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act (“CMIA”), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the “Service Agreement” and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

Exhibit C

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business

Exhibit C

relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship

Exhibit C

between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

County of Monterey

By: _____

Title: Director of Health or designee

Date: _____

BUSINESS ASSOCIATE:

Central Coast HIV/AIDS Services

By: 

Title: Deputy Director

Date: 6/3/13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2012

PRODUCER (831) 373-4925 FAX: (831) 373-6935
 Monterey Insurance Agencies
 P.O. Box MIA
 401 Fremont Street, Suite 100
 Monterey CA 93940-3263

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Central Coast HIV/AIDS Services
 P.O. Box 1931
 Monterey CA 93942

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC	0115
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2012-01654-NPO	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2012-01654-NPO	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Social Service Professional Liability	2012-01654-NPO	7/1/2012	7/1/2013	Aggregate \$2,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The County of Monterey, Its officers, agents, and employees are named as additional insured per General Liability (CG2026) and auto liability (NIAC AT) 10*Day notification in the event of non payment of premium.

CERTIFICATE HOLDER
 Monterey County Health Department
 Public Health Bureau
 1270 Natividad Road
 Salinas, CA 93906

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Paul *Paul F. Bystrowski*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 2012-01654-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

County of Monterey, its officers, agents and employees
1270 Natividad Road
Salinas, CA 93906

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PRIMARY INSURANCE

Such insurance is afforded by this endorsement for the additional insured's shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and non-contributing with the insurance afforded by this endorsement.



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2012-01654-NPO

Schedule AI

NAME OF INSURED: Central Coast HIV/AIDS Services

Page 1

**ADDITIONAL INSURED /
LOSS PAYEE**

Monterey County Health Department, County of Monterey,
Its Officers, Agents, and Employees
1270 Natividad Road, Room 16
Salinas, CA 93906
As respects vehicle(s): N/A

County of Monterey, Its Officers, Agents & Employees
1000 South Main Street, Suite 304
Salinas, CA 93901
As respects vehicle(s): N/A

PRIMARY INSURANCE

Such insurance is afforded by this endorsement for the additional insured's shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and non-contributing with the insurance afforded by this endorsement.

COUNTERSIGNED: 06/28/2012

BY

(AUTHORIZED REPRESENTATIVE)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MJ

DATE (MM/DD/YYYY)

01/29/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland	650-341-4484 650-341-4465	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CCHAS-1	FAX (A/C, No):
INSURED CCHAS Central Coast HIV/AIDS Service P.O. Box 1931 Monterey, CA 93942	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : New York Marine & Gen. Ins. Co	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC201300000994	02/11/13	02/11/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

Monterey County Health
Department
Public Health Bureau
1270 Natividad Road
Salinas, CA 93906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
7/30/2012

PRODUCER (831) 373-4925 FAX: (831) 373-6935 Monterey Insurance Agencies P.O. Box MIA 401 Fremont Street, Suite 100 Monterey CA 93940-3263	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Central Coast HIV/AIDS Services P.O. Box 1931 Monterey CA 93942	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: NIAC</td> <td>0115</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NIAC	0115	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: NIAC	0115												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2012-01654-NPO	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2012-01654-NPO	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Social Service Professional Liability	2012-01654-NPO	7/1/2012	7/1/2013	Aggregate \$2,000,000 Each Occurrence \$1,000,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The County of Monterey, Its officers, agents, and employees are named as additional insured per General Liability (CG2026) and auto liability (NIAC AI) 10*Day notification in the event of non payment of premium.

CERTIFICATE HOLDER Monterey County Health Department Public Health Bureau 1270 Natividad Road Salinas, CA 93906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Paul
--	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 2012-01654-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

County of Monterey, its officers, agents and employees
1270 Natividad Road
Salinas, CA 93906

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PRIMARY INSURANCE

Such insurance is afforded by this endorsement for the additional insured's shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and non-contributing with the insurance afforded by this endorsement.



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2012-01654-NPO

Schedule AI

NAME OF INSURED: Central Coast HIV/AIDS Services

Page 1

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Monterey County Health Department, County of Monterey,
Its Officers, Agents, and Employees
1270 Natividad Road, Room 16
Salinas, CA 93906
As respects vehicle(s): N/A

County of Monterey, Its Officers, Agents & Employees
1000 South Main Street, Suite 304
Salinas, CA 93901
As respects vehicle(s): N/A

PRIMARY INSURANCE

Such insurance is afforded by this endorsement for the additional insured's shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and non-contributing with the insurance afforded by this endorsement.

COUNTERSIGNED: 06/28/2012

BY *Pamela C. [Signature]*
(AUTHORIZED REPRESENTATIVE)

