

SEXUALLY TRANSMITTED DISEASES CONTROL BRANCH

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of San Bernardino, hereinafter “Grantee”

Implementing the “Congenital Syphilis Prevention,” hereinafter “Project”

GRANT AGREEMENT NUMBER 26-10359

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code (HSC), Section 131085(b).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide funding to the Grantee to implement congenital syphilis (CS) prevention activities to ensure investigation, case management, linkage to treatment, and partner services for pregnant people with syphilis; ensure delivery outcomes are documented and neonates exposed to syphilis receive appropriate case management, testing, and treatment; conduct CS Morbidity and Mortality Reviews on syphilis cases with missed opportunities for prevention; partner with local emergency departments (EDs) and correctional settings to conduct syphilis screening in jails; conduct provider detailing to improve provider awareness about CS; participate in a local quality improvement event to improve local processes for syphilis investigation; and participate in state CS meetings, including a joint meeting with Maternal, Child, and Adolescent Health partners.

Grantees also have optional activities to implement using this funding. These four optional activities include: providing syphilis testing and prevention with integrated testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination; providing incentives to clients to encourage testing, treatment, and follow-up appointments; implementing a social marketing campaign; and to propose an innovative and impactful activity to increase client testing or prenatal services for at risk populations.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$140,000.00

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2026 or upon CDPH approval of this grant whichever is later and terminates on February 28, 2027. No funds may be requested or invoiced for services performed or costs incurred after February 28, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of San Bernardino
Name: Alexia McGonagle Assistant Branch Chief STD Control Branch	Name: DPH Contracts and Grants Unit
Address: P.O. Box 997377, MS 7320	Address: 451 E. Vanderbilt Way, 3rd Floor
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: San Bernardino, CA 92415
Phone: (916) 445-9860	Phone: N/A
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: DPHGrants@dph.sbcounty.gov

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	Grantee: County of San Bernardino
Attention: Christine Johnson, Grant Manager	Attention: Diana Ibrahim Public Health Program Manager
Address: P.O. Box 997377, MS 7320	Address: 451 E. Vanderbilt Way, 4th Floor
City, Zip: Sacramento, CA 95899-7377	City, Zip: San Bernardino, CA 92415
Phone: (279) 667-0478	Phone: (909) 387-6314
E-mail: Christine.Johnson@cdph.ca.gov	E-mail: diana.ibrahim@dph.sbcounty.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of San Bernardino
Attention "Cashier": Lizveth Varela
Address: 451 E. Vanderbilt Way, Suite 200
City, Zip: San Bernardino, CA 92408
Phone: (909) 387-6769
E-mail: lizveth.varela@dph.sbcounty.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A LETTER OF AWARD, GRANT ACTIVITIES

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease to the funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D STDCB STANDARDS AND PROCEDURES

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Dawn Rowe, Chair
Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Date: _____
Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

Exhibit A Letter of Award

DATE: June 15, 2026

TO: California Local Health Jurisdictions

SUBJECT: Congenital Syphilis Prevention Grant

In follow-up to the Notice of Intent to Award letter issued by the California Department of Public Health, Sexually Transmitted Diseases Branch (CDPH/STDCB), this Letter of Award furthers the intent to award Federal funds to your agency for congenital syphilis (CS) prevention activities beginning July 1, 2026 and ending on February 28, 2027. Your agency's total award will be \$140,000.

As a reminder, this funding opportunity is contingent upon CDPH/STDCB receiving the federal grant award for *Strengthening STD Prevention and Control for Health Departments (PCHD)*, Assistance Listing (CFDA) Number 93.977 from the Centers for Disease Control and Prevention (CDC). As a sub-awardee of the federal STD PCHD funding, a copy of the Notice of Award (NOA) and the General Terms and Conditions will be provided to you for your records upon issuance of the NOA.

Grant Activities

The purpose of the CSP funding is to implement evidence-based public health activities to proactively address the rise in CS cases within the local health jurisdiction.

Key strategic targets for CS prevention and control include: robust case management for pregnant people with syphilis and CS cases; conducting Morbidity and Mortality Reviews of CS cases to identify missed opportunities for prevention; collaborating with CDPH program staff on a quality improvement project aimed at improving health department syphilis processes; partnering with correctional facilities to implement syphilis screening in jails; and providing education to priority prenatal care providers and birthing hospitals to enhance screening and treatment practices.

The grant activities allow Grantees to expand syphilis and STI screening and prevention services in local emergency departments (EDs) and jail settings as well as optional activities for the Grantee to implement using this funding. These four optional activities include: providing syphilis testing and prevention with integrated testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination; providing incentives to clients to encourage testing, treatment, and follow-up appointments; implementing a social marketing campaign; and to propose an innovative and impactful activity to increase client testing or prenatal services for at risk populations.

The grant activities are enclosed for your information and available on the [STI/HCV Local Assistance Funding](#) SharePoint site. Grantees are responsible for all grant objectives in the Grant Activities unless they are marked as “Optional.”

Grantees must adhere to the grant activities, grant exhibit conditions, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation. Any updates to the grant activities or additional guidance can be found at the [STI/HCV Local Assistance Funding](#) SharePoint site.

Travel Costs in Budget

The grant budget may include funds for staff to attend meetings, conferences, and trainings such as the California STD/HIV Controllers Association annual meeting, other statewide conferences for CS, as well as national conferences listed on the [STI/HCV SharePoint](#) site. The amount of funds allocated for travel may be adjusted or redirected to another line item on a later date to accurately reflect actual planned trips. If traveling to attend these conferences, please refer to the travel policy at the California Department of Human Resources ([CalHR](#)). Travel reimbursement rates can be found at CalHR for [meals and incidentals](#), and the U.S General Services Administration (GSA) for [lodging](#).

Funding

This one-year CSP grant funding will maintain the CS disease intervention efforts across eight local health jurisdictions (LHJ) and ensure the continuation of essential services to proactively address the rise in CS cases within the LHJ. A detailed summary of the funding for the eight LHJs in California, including final amounts, is available at [STI/HCV Local Assistance Funding](#) SharePoint site. Funding for these grant activities ends February 28, 2027, and any additional funding for the continuation of grant activities is contingent upon the availability of federal funding from CDC.

Next Steps

To secure these funds, an official grant agreement will be developed and executed between your agency and CDPH/STDCB.

To receive these funds, the LHJs must return the following documents no later than close of business, **August 14, 2026** via email to Christine.Johnson@cdph.ca.gov with a cc to STDLHJContracts@cdph.ca.gov. The name of the LHJ must be included in the subject line to help us easily identify which LHJ you represent (*County of San Bernardino – Agreement #26-10359 - CSP Grant*).

1. Signed Grant Agreement (CDPH 1229)

- Signature page only (page four of the grant agreement) must bear original or digital signatures.

2. Copy of the Board Resolution/Order/Motion, ordinance, or other similar document authorizing execution of the agreement.

- All agreements with local health jurisdictions are required to be accompanied by an up-to-date Board Resolution or Minute Order. Any amendment initiated during the term of the original agreement will require a new Board of Resolution or Minute Order unless the original resolution allows for amendments, extensions, and renewals without going through the Board.
- LHJs may exercise their delegated authority to accept and implement this grant and future amendments to support the continuation of CS activities.
 - If your next board meeting is after August 4, 2026, email Christine.Johnson@cdph.ca.gov with the date you plan to add this to the Board of Supervisor's agenda.

3. Exhibit F – Federal Terms and Conditions

- Signature page only (page 9 of exhibit) must bear original or digital signatures.

4. California Civil Rights Laws and Attachment (DGS OLS 04)

5. Certificate of Insurance (COI)

- The COI must also include the following language under the Description of Operations section: *"The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance."*
- The certificate holder must be listed as California Department of Public Health (CDPH).

6. Contractor Certification Clause (CCC 042017)

Once the signed documents are received, our office will review the submitted information and prepare them for submittal to our Contract Management Unit (CMU) for review and approval. Upon final approval of the grant agreement documents, CMU will email you an executed copy.

Please note that **no funds are secured until the grant agreement is fully executed.**

June 15, 2026

Thank you for your continued partnership. If you have any questions, please do not hesitate to contact your Local Assistance Funding Specialist, Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read 'K. Jacobson', with a long horizontal flourish extending to the right.

Kathleen Jacobson, MD
Branch Chief
STD Control Branch

Cc: Alexia McGonagle, Assistant Branch Chief
Rachel Piper, Chief, Contracts and Purchasing Unit
Jessica Frasure, Chief, Program Development Section, STD Control Branch
Jasmin Delgado, Local Capacity Building Unit Chief, STD Control Branch
Danelle Del Rincon, Southern California Regional Capacity Building Coordinator,
STD Control Branch
Cary Escovedo, Bay Area Regional Capacity Building Coordinator,
STD Control Branch
Emily Gordis, Central Inland California Regional Capacity Building Coordinator,
STD Control Branch
Julia Hankin, Northern Regional Capacity Building Coordinator,
STD Control Branch

Exhibit A Grant Activities

1. Service Overview

The Grantee will implement evidence-based public health activities to proactively address the rise in congenital syphilis (CS) cases within the local health jurisdiction.

Key strategic targets for CS prevention and control include: robust case management for pregnant people with syphilis and CS cases; conducting Morbidity and Mortality Reviews of CS cases to identify missed opportunities for prevention; collaborating with CDPH program staff on a quality improvement project aimed at improving health department syphilis processes; partnering with correctional facilities to implement syphilis screening in jails; and providing education to priority prenatal care providers and birthing hospitals to enhance screening and treatment practices.

The grant activities allow Grantees to expand syphilis and STI screening and prevention services in local emergency departments (EDs) and jail settings as well as optional activities for the Grantee to implement using this funding. These four optional activities include: providing syphilis testing and prevention with integrated testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination; providing incentives to clients to encourage testing, treatment, and follow-up appointments; implementing a social marketing campaign; and to propose an innovative and impactful activity to increase client testing or prenatal services for at risk populations.

2. Service Location

The services shall be performed at applicable facilities within the local health jurisdiction.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
A. Conduct comprehensive case management for pregnant people with syphilis and infants exposed to or infected with syphilis (e.g., assist women throughout pregnancy and ensure their infants receive appropriate evaluation and treatment for syphilis and linkage to needed health and social services): 1. Follow pregnant people with syphilis until delivery and document birth outcome. 2. Link pregnant people with syphilis to prenatal care and other services, as appropriate, throughout pregnancy.	• Number of pregnant people with syphilis who receive case management. • Description of collaboration with local MCAH or other programs providing case management for high-risk pregnant women with syphilis and their infants • Proportion of pregnant with syphilis with pregnancy status documented (not missing or unknown).* • Proportion of pregnant syphilis cases (all stages) with documentation of pregnancy outcome, either from the	07/01/26 - 02/28/27

Exhibit A
Grant Activities

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
3. Confirm all neonates potentially exposed to syphilis are evaluated with a quantitative RPR and have a comprehensive physical examination for evidence of CS, per CDC STD Treatment Guidelines, and are appropriately treated. 4. Follow neonates potentially exposed to syphilis to confirm and document follow-up quantitative RPR testing, until tests become nonreactive. 5. Collaborate with local Maternal, Child & Adolescent Health (MCAH) program to determine if pregnant people with syphilis and their infants are eligible for existing MCAH case management programs and ensure non-duplicated case management for high-risk pregnant women across STD and MCAH programs.	pregnant case's clinical tab or via linkage with a CS case report form.* • Proportion of pregnant syphilis cases who did not deliver a baby with CS (CS Prevention Ratio).* • Proportion of congenital syphilis cases (confirmed and probable) treated with at least 10 days of IV penicillin.* • Proportion of congenital syphilis cases (stillbirth, confirmed, and probable) with appropriate infant clinical evaluation per CDC recommendations.* • Proportion of congenital syphilis cases (confirmed and probable) with appropriate infant treatment per CDC recommendations.*	
B. Partner with program staff at CDPH to identify and implement at least one quality improvement (QI) project to improve outcomes related to congenital syphilis prevention.	• Description of collaborative QI project(s)* • Description of QI project(s) associated outcomes*	07/01/26 - 02/28/27
C. Maintain CS Morbidity and Mortality (M&M) Review Boards: 1. Analyze all CS cases and prepare for discussion. 2. Coordinate monthly meetings to conduct M&M case review with key staff, leadership, and partners. 3. Prepare follow-up action plan after each meeting and ensure follow-through of action items identified. 4. Collaborate with local MCAH to determine if congenital syphilis cases are eligible to be included in existing Fetal Infant Mortality Reviews (FIMR) and share resources between CS M&M review boards & FIMR.	• Meeting frequency • Description of staff in attendance • Number of cases reviewed • Proportion of cases reviewed • Description of local criteria used for case selection • Number of missed opportunities identified • Description of missed opportunities identified • Number of action items identified • Description of action items identified • Number of follow-up items conducted • Description of collaboration with local MCAH program on congenital syphilis case reviews	07/01/26 - 02/28/27
D. Strengthen partnerships with local correctional settings or EDs to enhance syphilis case finding.	• Data elements delineated in the data dictionary for syphilis screening and treatment activities	07/01/26 - 02/28/27

Exhibit A
Grant Activities

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
1. Enhance awareness of correctional staff regarding syphilis and CS increases, highlighting links to correctional setting. 2. Implement routine syphilis screening for females of childbearing age booked into local jail facilities. 3. Implement routine syphilis screening for males booked into local jail facilities. 4. Collaborate with EDs funded through Bridge/PHI to ensure successful implementation of routine screening and treatment for syphilis, HIV, HCV.	• Proportion of females of childbearing age who are screened for syphilis in jail facility* • Proportion of females of childbearing age who are positive for syphilis in jail facility* • Proportion of females of childbearing age who are identified to be new syphilis infections via matching to surveillance data* • Proportion of females of childbearing age who are treated for syphilis in jail facility* • Treatment timeliness and adequacy among females of childbearing age in jail facility* • Proportion of females partially treated in the correctional facility that complete treatment outside facility • Number of EDs collaborating with LHJ • Description of how the LHJ is collaborating with the ED	
E. Enhance awareness and the quality of care for syphilis and CS in high priority prenatal care clinics and birthing hospitals. 1. Collaborate with STDCB in the development of a provider engagement and targeted evaluation plan. 2. Implement provider engagement, including but not limited to provider detailing, in-service or grand rounds presentations, and/or clinical trainings. 3. Evaluate the activities through mechanisms such as monitoring surveillance outcomes pre-post intervention and surveying providers to assess changes in knowledge and practice. 4. Collaborate with local MCAH program to include Comprehensive Perinatal Services Program (CPSP) providers in provider engagement efforts.	• Number of providers engaged • Description of provider selection criteria • Type of providers visited • Goals and objectives of training/detailing • Reported change in provider knowledge/practices • Description of collaboration with local MCAH program on provider engagement efforts • Proportion of females with timely and adequate syphilis treatment, pre-post intervention*	07/01/26 - 02/28/27

Exhibit A
Grant Activities

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
F. Participate in syphilis and congenital syphilis prevention forums, trainings, and web meetings in order to build capacity and enhance cross-jurisdictional communication.	- Attendance of at least one representative at annual, statewide in-person meetings (e.g., Syphilis Summit, joint meetings with Maternal, Child and Adolescent Health partners)* - Number of cross-jurisdictional communications (e.g., informal meetings, work group meetings)*	07/01/26 - 02/28/27
OPTIONAL ACTIVITY: G. Increase access to syphilis testing and prevention (e.g., doxy-PEP) for people at risk for syphilis (may also integrate testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination for people at risk for syphilis).	- Number of tests ordered by gender identity/sex at birth - Number/percent of positive tests, by STI and gender identity/sex at birth - Where possible, number/percent of people with positive tests who received treatment, by STI and gender identity/sex at birth - Average time to treatment from diagnosis by STI and gender identity/sex at birth	07/01/26 - 02/28/27
OPTIONAL ACTIVITY: H. Provide client incentives to increase access to testing, treatment, follow-up/enhanced case management activities, partner services activities, and/or prenatal care visits (e.g., transportation vouchers/tokens, food vouchers, gift cards, hygiene kits).	- Number and type of incentive provided through electronic tracking sheets to ensure appropriate utilization of incentives, as needed per CDPH guidelines. - Number/percent of incentive resulting in successful access to care for any of the following testing, treatment, or follow-up (where feasible)	07/01/26 - 02/28/27
OPTIONAL ACTIVITY: I. Implement a social marketing campaign to increase awareness of syphilis, prenatal and family planning services available for people at risk for syphilis.	- Description of social marketing campaign - Campaign outreach and engagement	07/01/26 - 02/28/27
OPTIONAL ACTIVITY: J. Other innovative and impactful approaches that increase access to syphilis prevention, testing, treatment, or prenatal services among populations at risk for syphilis.	Please provide indicators for 'other innovative approach'	07/01/26 - 02/28/27

Exhibit A
Grant Activities

5. Summary of Required Reports and Data

Frequency	¹ Timeframe	² Deadline	Activities	Report Recipient
Annual * CDPH/STD Control Branch will provide reporting template.	07/01/2026 - 02/28/2027	04/30/27	A-J	STDLHJContracts@cdph.ca.gov

¹ Timeframe dates are subject to change and will not require an amendment to the grant agreement.

² Deadline dates are subject to change and will not require an amendment to the grant agreement.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically not more frequently than quarterly in arrears to STDLHJInvoices@cdph.ca.gov.

Alternate submittal method is to e-mail invoices to the CDPH Grant manager identified in the CDPH 1229 Grant Agreement.

- C. Invoices shall:
 - 1) Be prepared on the electronic invoice template provided by CDPH and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.
- E. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

6. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local STI program activities and services and shall not supplant local funding. These funds shall not replace existing services and activities, prevent the addition of new services and activities, and shall not be used to duplicate reimbursement of costs and services received from local funds or other sources. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

7. Proper Use of Funds

- A. The funds for this grant agreement may be used for:
 - 1) Local health jurisdiction staff and other relevant staff (listed in the budget as in-kind support) to support STI prevention and control activities.

Exhibit B
Budget Detail and Payment Provisions

- 2) Out-of-state travel to conferences and meetings. Travel costs may include travel and per diem for funded staff to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from CDPH and shall not exceed five (5) percent of the total annual budget of this grant agreement.
 - 3) In-state travel to support local capacity building. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to STI prevention and control.
 - 4) STIs/HIV/HCV and mpox test kits and other testing supplies.
 - 5) STI treatment (i.e., Cefixime, Azithromycin, Bicillin, Ceftriaxone, Doxycycline, Doxy-PEP).
 - 6) STIs/HIV/HCV and mpox prevention supplies (e.g., male and female condoms, lubricant, oral barriers, etc.)
 - 7) Provider education materials.
 - 8) Client education materials.
- B. The funds for this grant agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
- 1) Incentives such as low value restricted gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other STI-related incentives.
 - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STI control and prevention activities. The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g., client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
 - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
 - c. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or drug or cannabis products.
 - d. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
 - 2) The Grantee is responsible for the possession, security (e.g., will keep the BMMs in a secure location), and accountability of the BMMs. The Grantee will prepare a log sheet that will track and identify each of the BMMs, value, transfer date, and recipient. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to the Grantee within a reasonable time frame for the scheduling of said audit.

Exhibit B
Budget Detail and Payment Provisions

- C. The funds for this grant agreement cannot be used for:
- 1) Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events including but not limited to pens, mugs, t-shirts, posters, key chains, or bumper stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
 - 2) Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
 - 3) Cash incentives paid to an individual.
 - 4) Scholarships paid to an individual or a school on behalf of an individual.
 - 5) Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
 - 6) Construction, renovation, improvement, or repair of property.
 - 7) The purchase, lease, or other support of county vehicles or mobile testing units.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D

STD Local Assistance Funds – Standards and Procedures

1. Overview

The California Department of Public Health (CDPH) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH local assistance funds under this Grant agreement.

The local health department has the authority for STD Prevention and Control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California. <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx>

2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH regarding the granting, use and reimbursement of the local assistance funds. Additional consideration should be given to other guidance from the Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, STIs, HCV, and mpox prevention and control strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STD Control Branch (STDCB) website:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Abide by the most recent standards of care for HIV, STIs, HCV, and mpox screening, treatment, control and prevention as promulgated by:
 1. California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
 2. Centers for Disease Control and Prevention
<https://www.cdc.gov/std/>
- D. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance HIV, STIs, HCV, and mpox awareness, prevention, testing, linkage to care, and care coordination funded with these dollars

Exhibit D

STD Local Assistance Funds – Standards and Procedures

with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH upon completion and with the annual progress report, and upon request from CDPH, as relevant.

- E. Submit information and reports as requested by CDPH.
- F. Ensure the use of a competitive bid process in the selection of all subgrantees. If the subgrantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective.

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees, excluding Los Angeles and San Francisco, must enter HIV, STIs, HCV, and mpox provider reports and laboratory results for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Interview and investigation data must be entered into either CalREDIE or the California Confidential Network for Contact Tracing (CalCONNECT). Data must be entered into the appropriate tabs and forms in either CalREDIE or CalCONNECT. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

Exhibit D

STD Local Assistance Funds – Standards and Procedures

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf>

2. Syphilis cases and Congenital Syphilis (CS) case investigations are to be reported according to updated CDPH protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE or CalCONNECT; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will complete and close investigations in CalREDIE or CalCONNECT within 45 days of initial report to local health department.
3. Grantees will participate in syphilis and CS-specific CalREDIE or CalCONNECT trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

For STD case definitions, please visit <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>

For frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx>

Los Angeles and San Francisco Grantees must report the data outlined above to CDPH via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE or CalCONNECT data elements.

Exhibit D

STD Local Assistance Funds – Standards and Procedures

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the Grant Activities, including for subcontracted activities. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

C. Data Security and Confidentiality

To the extent such recommendations are not in conflict with the terms of this Grant agreement, Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs." <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

F. Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days after the end of the budget period. All publications and manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health

CDPH reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to fulfil any material requirements of this Grant or defaults on the performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoice or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further orders or subgrants for materials, services, or facilities.

Exhibit E
Additional Provisions

- 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve

Exhibit E
Additional Provisions

the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. Grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receiving the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons, therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized, or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized, or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all disputes, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs, and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

5. Insurance Requirements

A. General Provisions Applying to All Policies

- 1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2. Policy Cancellation or Termination and Notice of Non-Renewal – Grantee shall provide to the CDPH within five (5) business days following receipt by Grantee a copy of any cancellation or non-renewal of insurance required by this

Exhibit E
Additional Provisions

Contract. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Premiums, Assessments and Deductibles – Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Grantee’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Grantee’s utilization of Subcontractors to complete the contracted scope of work, Grantee shall include all Subcontractors as insured under Grantee’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Grantee.

B. Insurance Coverage Requirements

Grantee shall display evidence of certificate of insurance, evidencing the following coverage:

1. Commercial General Liability – Grantee shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents and employees,

Exhibit E
Additional Provisions

are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. Automobile Liability (when required) – Grantee shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. Worker’s Compensation and Employer’s Liability (when required) – Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4. Sexual Misconduct and Molestation Liability (SMML) (also known as Sexual Abuse and Molestation (SAM) or Sexual Molestation Liability (SML) (when required) – Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. **The policy shall also include an endorsement for physical abuse and child/sexual molestation coverage.** Coverage shall include actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Grantee's limit of liability. Coverage shall include the cost of defense, and the cost of defense shall be provided outside the coverage limit.

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

Exhibit E
Additional Provisions

5. Professional Liability (when required) – Grantee shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
6. Environmental/Pollution Liability (when required) – Grantee shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Grantee's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
7. Aircraft Liability (when required) - Grantee shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH****CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of San Bernardino

Name of Grantee

Dawn Rowe

Printed Name of Person Signing for Grantee

Grant #26-10359

Contract / Grant Number

Signature of Person Signing for Grantee

Chair, Board of Supervisors

Date

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
STD Control Branch
P.O. Box 997377, MS 7320
Sacramento, CA 95899-7377

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Approved by OMB - Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
6. Federal Department/Agency	7. Federal Program Name/Description:		
8. Federal Action Number, if known:	9. Award Amount, if known: \$		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____		
	Print Name: _____		
	Title: _____		
	Telephone No.: (909) 387-3841 Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
San Bernardino County	95-6002748
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Dawn Rowe, Chair, Board of Supervisors	
Executed in the County of	Executed in the State of
San Bernardino	CA
Date Executed	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Bernardino County	95-6002748

By (Authorized Signature)

Printed Name and Title of Person Signing

Dawn Rowe, Chair, Board of Supervisors

Date Executed

Executed in the County of

San Bernardino

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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