

CALIFORNIA HIV Surveillance PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of San Bernardino, hereinafter “Grantee”

Implementing the project, “Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States”, hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 20-10751 A2

The Department amends 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, Section 131085.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to add additional funding and extend the term of the grant by (2) months to continue providing services without any disruption; and aligns the grant term with the federal award for Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States. Also revises Exhibit A1 - Funding Allocations, Exhibit B – Budget Detail and Payment Provisions, and Exhibit D – Additional Provisions.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$167,245 and is amended to read: ~~\$2,125,371~~ **\$2,292,616 (Two Million Two Hundred Ninety two Thousand Six Hundred Sixteen Dollars)**

AMENDED TERM OF GRANT: The term of this Grant shall be amended to read as August 1, 2020 and terminates on ~~May 31, 2024~~ **July 31, 2024**. No funds may be requested or invoiced for work performed or costs incurred after ~~May 31, 2024~~ **July 31, 2024**.

EXHIBIT A LETTER OF AWARD

EXHIBIT A1 FUNDING ALLOCATIONS

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

EXHIBIT D ADDITIONAL PROVISIONS

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

California Department of Public Health	County of San Bernardino
Marisa Ramos, Division Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5895 Email: marisa.ramos@cdph.ca.gov	Dawn Rowe, Chair, Board of Supervisors 385 N. Arrowhead Avenue, Fifth Floor San Bernardino, CA 92415 Telephone: (909) 387-4855 Email: supervisor.rowe@bos.sbcounty.gov

Direct all inquiries to:

California Department of Public Health	County of San Bernardino
Angelique Skinner, Program Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 319-9730 Email: angelique.skinner@cdph.ca.gov	Heather Cockerill, Public Health Program Manager 340 N. Mountain View Avenue San Bernardino, CA 92415-000 Telephone: (909) 387-4557 Email: hcockerill@dph.sbcounty.gov

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

Remittance Address
County of San Bernardino Cashier – Trent Chandler, Accountant III 451 E. Vanderbilt Way, Suite 200 San Bernardino, CA 92408 Telephone: (909) 387-6295 Email: trent.chandler@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.

All other terms and conditions of this Grant shall remain the same.

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 N. Arrowhead Avenue, Fifth Floor
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



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

February 23, 2024

TO: CALIFORNIA PHASE I LOCAL HEALTH JURISDICTIONS ASSIGNED TO CALIFORNIA DEPARTMENT OF HEALTH, CENTER FOR INFECTIOUS DISEASES, OFFICE OF AIDS (PS20-2010)

SUBJECT: **REVISED and FINAL AWARD LETTER:** FY 2023-24 INTEGRATED HIV PROGRAM TO SUPPORT ENDING THE HIV EPIDEMIC IN THE UNITED STATES

The California Department of Public Health (CDPH), Office of AIDS (OA) is pleased to announce the availability of additional funding of \$1,193,075 million in Centers for Disease Control and Prevention (CDC) Federal Funds (PS20-2010) in fiscal year (FY) 2023-2024 for integrated HIV programs at the local level to support the six Phase I counties ending the HIV epidemic in the United States. Ending the HIV epidemic (EtHE) local program activities focus on the following goals:

Diagnose

- Increase HIV diagnoses by expanding routine opt-out HIV screening in healthcare settings.
- Develop locally-tailored HIV testing programs to reach persons in non-healthcare settings.
- Increase at least yearly re-screening of persons at elevated risk for HIV in healthcare and non-healthcare settings.

Treat

- Ensure rapid linkage to HIV medical care and antiretroviral therapy initiation for all persons with newly diagnosed HIV.
- Support re-engagement and retention in HIV medical care and treatment adherence.

Prevent

- Accelerate efforts to increase pre-exposure prophylaxis (PrEP) use



- Increase availability, use, and access to and quality of comprehensive syringe services programs.

Respond

- Develop partnerships, processes, data systems, and policies for cluster detection and response
- Investigate and intervene in networks with active transmission
- Identify and address gaps in programs and services services by cluster detection and response.

The funding amount for the final PS 20-2010, FY 2023-2024 (Year 4) will include funding for an additional two months, ending the grant period on July 31, 2024. The table below lists the annual award amounts, the actual amount spent, and the total amount allocated for each of the six EtHE jurisdictions over the duration of the grant. Funding from previous fiscal years (carryover) are not available for the final year of this grant (8/1/2023-7/31/2024).

This final allocation table reflects the total funding across the entire grant award period (8/1/2020 – 7/31/2024).

County / City	FINAL FY 20/21 Allocation	AMOUNT SPENT FY 20/21	FINAL FY 21/22 Allocation	AMOUNT SPENT FY 21/22	FINAL FY 22/23 Allocation	Carryover thru 7/31/2023	FINAL FY 23/24 Allocation	TOTAL ALLOCATION with CARRYOVER
Alameda	\$902,198	\$116,171	\$902,198	\$556,634	\$902,198	\$158,640	\$902,198	\$2,635,841
Orange	\$1,263,239	\$326,546	\$1,263,239	\$518,028	\$1,263,239	\$325,595	\$1,263,239	\$3,696,647
Riverside	\$1,290,390	\$167,247	\$1,290,390	\$549,484	\$1,290,390	\$743,000	\$1,290,390	\$4,040,511
Sacramento	\$760,424	\$252,037	\$760,424	\$648,111	\$760,424	\$219,389	\$760,424	\$2,640,386
San Bernardino	\$1,003,464	\$25,728	\$1,003,464	\$73,087	\$1,003,464	\$186,872	\$1003,464	\$2,292,616
San Diego	\$1,938,734	\$59,925	\$1,938,734	\$319,004	\$1,938,734	\$2,110,578	\$1,938,734	\$6,366,974
TOTAL	\$7,158,449	\$947,654	\$7,158,449	\$2,664,348	\$7,158,449	\$3,744,074	\$7,158,449	\$21,672,975

The funds must be used to provide allowable ending the EtHE program activities at the local level. For guidance, please see the Scope of Work: (https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_div_EtE.aspx). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA.

In order to receive for these funds, you must return your revised 12-month budget documents by March 8, 2024. Any subsequent budget modifications should be e-mailed to Angelique.Skinner@cdph.ca.gov. Please cc. LeRoy.Blea@cdph.ca.gov and Jessica.Heskin@cdph.ca.gov.

If you have any questions or concerns, please email Jessica.Heskin@cdph.ca.gov or Marisa.Ramos@cdph.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marisa Ramos', is positioned below the word 'Sincerely,'.

Marisa Ramos, PhD.
Office of AIDS Chief
Center for Infectious Diseases
California Department of Public Health

Cc: Jessica Heskin
Office of AIDS, Assistant Division Chief
Center for Infectious Diseases
California Department of Public Health

Joseph Gonzales
Office of AIDS, Support Branch Chief
Center for Infectious Diseases
California Department of Public Health

LeRoy Blea
Office of AIDS, Ending the Epidemics Project Manager
Center for Infectious Diseases
California Department of Public Health

Angelique Skinner
Office of AIDS, Health Program Specialist
Center for Infectious Diseases
California Department of Public Health

**Exhibit AI
Funding Allocations**

GRANT #	GRANTEE	ALLOCATION AMOUNT							
		Amended FY 20/21 Allocation	Amended FY 21/22 Allocation	FY 22/23 Allocation	Carryover available through 7/31/2023	Amended FY 23/24 Allocation	AMENDED- Total 4 Year Allocation	<u>Additional Funding for FY 23/24 and FY 24/25</u>	<u>Amended Total 4 Year Allocation</u>
20-10689	Alameda	\$116,171	\$556,634	\$902,198	\$158,640	\$751,832	\$2,485,475	<u>\$150,366</u>	<u>\$2,635,841</u>
20-10748	Orange	\$326,546	\$518,028	\$1,263,239	\$325,595	\$1,052,699	\$3,486,107	<u>\$210,540</u>	<u>\$3,696,647</u>
20-10749	Riverside	\$167,247	\$549,484	\$1,290,390	\$743,000	\$1,075,325	\$3,825,446	<u>\$215,065</u>	<u>\$4,040,511</u>
20-10750	Sacramento	\$252,037	\$648,111	\$760,424	\$219,389	\$633,687	\$2,513,648	<u>\$126,738</u>	<u>\$2,640,386</u>
20-10751	San Bernardino	\$25,728	\$73,087	\$1,003,464	\$186,872	\$836,220	\$2,125,371	<u>\$167,245</u>	<u>\$2,292,616</u>
20-10752	San Diego	\$59,925	\$319,004	\$1,938,734	\$2,110,578	\$1,615,612	\$6,043,853	<u>\$323,121</u>	<u>\$6,366,974</u>
	TOTAL	\$947,654	\$2,664,348	\$7,158,449	\$3,744,074	\$5,965,375	\$20,479,900	<u>\$1,193,075</u>	<u>\$21,672,975</u>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A **Grant Application**, 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 ~~costs specified herein.~~ **total amount of this agreement.**
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:
- Invoice Desk
California Department of Public Health
Surveillance Program
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95814
- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices 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. 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.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

1) ~~\$2,125,371~~ **2,292,616** for the budget period of 08/01/20 through ~~05/31/24~~ **07/31/24**.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) 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.

6. 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 (CalHR). **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.**

Exhibit D
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 perform any material requirement of this Grant or defaults in 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, invoicing 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:

Exhibit D
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 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.

Exhibit D
Additional Provisions

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 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. The 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 receipt of 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 D
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 dispute, 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.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://dgs.ca.gov/office-of-legal-services/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.