



AGENDA January 15, 2019

OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

December 3, 2018

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

**SUBJECT: ACCEPT HIV PREVENTION STATE GRANT FROM CALIFORNIA DEPARTMENT OF
 PUBLIC HEALTH FOR ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, OFFICE OF
 AIDS ADMINISTRATION**

Dear Board Members:

RECOMMENDATIONS

- A. Accept and execute the HIV Prevention State grant with California Department of Public Health for the Alameda County Public Health Department to provide HIV integrated surveillance, testing, prevention and support services in Alameda County in the amount of \$180,989, with no County matching required, for the period 11/1/18 – 6/30/19;
- B. Approve spending authority of up to \$1,000 to purchase up to 4 Target gift cards, for use as incentive for the targeted population of Men Having Sex with Men and Transgenders to participate in the “PrEP in Alameda County” survey to collect information relating to Pre-Exposure Prophylaxis program including impressions, experiences, access and perceived needs in healthcare and support services; and
- C. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$180,989 as outlined in the attached Financial Recommendation.

DISCUSSION/SUMMARY

The Alameda County Public Health Department received one-time grant of \$180,989 to fund evidence-based public health activities to address HIV prevention within the County from the California Department of Public Health (CDPH). This funding comes from the Centers for Disease Control (CDC) HIV block grant for health departments to strengthen implementation of CDC's high-impact surveillance and prevention program by aligning resources to better match the geographic burden of HIV infections within local health jurisdictions and improve collection and use of quality data for public health action. CDPH distributes funds to local health jurisdictions with mandate of reducing new HIV infections with enhanced emphasis on achieving viral suppression for people living with HIV by using surveillance-based strategies embodied in its 2019 Guide to HIV prevention and Surveillance consist of the following:

- Improve pre-exposure prophylaxis (PrEP) utilization to prevent infection by HIV negative-tested but highly at-risk individuals that include African-American and Hispanic/Latino men having sex with men (MSM), all young MSM, and transgender women.
- Increase and improve HIV testing, both routine and opt-out, to detect contamination and immediately link to care attention and treatment upon conclusive identification.
- Expand partner services to effectively intervene and identify people who are unaware of their HIV status, test for HIV acquisition, and immediately link to care (if positive) or PrEP medication regimen (if negative).
- Improve linkage to care to assist HIV diagnosed individuals promptly engage with a HIV specialist, begin antiretroviral therapy for viral suppression, and enter into proper medical care and treatment program.
- Increase and improve HIV prevention and support services for people who use drugs by facilitating access to non-prescription syringe sales through pharmacies and syringe services programs.

SELECTION CRITERIA/PROCESS

Not applicable.

FINANCING

Funding for this grant agreement is not included in FY 2018-19 approved budget. Therefore, budget adjustments are necessary to reflect increase in appropriation and revenue of \$180,989. There is no impact to net County cost from approving the above recommendations.

VISION 2026 GOAL

HIV prevention, care, and treatment services meet the 10X goal pathways of **Healthcare for All** in support of our shared visions of **Thriving and Resilient Population** and **Healthy Environment**.

Sincerely,

DocuSigned by:


Colleen Chawla, Director
Health Care Services Agency

FINANCIAL RECOMMENDATION	AGENDA DATE:	1/15/2019
Subject of Board Letter:		
	ACCEPT HIV PREVENTION STATE GRANT FROM CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, OFFICE OF AIDS ADMINISTRATION	

BY: 2019

FUND:

1/15/2019

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i>	
			PROJ/GR	
			ORG TOTAL	\$ -
			GRAND TOTAL ANTICIPATED REVENUE	\$ 180,989

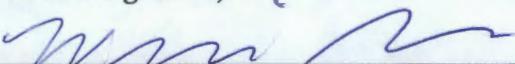
The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
				ORG TOTAL \$ -
				GRAND TOTAL APPROPRIATION \$ 180.989

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.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
County of Alameda	94-6000501
<i>By (Authorized Signature)</i>	
	
<i>Printed Name and Title of Person Signing</i>	
Wilma Chan - President, Board of Supervisors	
<i>Date Executed</i>	<i>Executed in the County of</i>
JAN 25 2019	Alameda

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.

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.	<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> County of Alameda	94-6000501
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Wilma Chan - President of the Board of Supervisors	
<i>Date Executed</i> JAN 25 2019	<i>Executed in the County and State of</i> Alameda California

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. WR
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

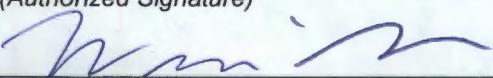
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	Federal ID Number
County of Alameda	94-6000501
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Wilma Chan - President, Board of Supervisors	
Date Executed	Executed in the County and State of
JAN 25 2019	Alameda, California



CLERK, BOARD OF SUPERVISORS

DATE: 1/31/19
TO: Mario Sambilo
ADDRESS / QIC: 21921

BOARD OF SUPERVISORS AGENDA DATE: 1/15/19

ENCLOSED ARE CONTRACTS REQUIRING SIGNATURE, SUBMITTED FOR APPROVAL BY THE BOARD OF SUPERVISORS ON THE ABOVE AGENDA DATE.

- WE RETAINED THE ORIGINAL CONTRACT FOR THE BOARD'S OFFICIAL RECORD AND FORWARDED ONE COPY TO THE AUDITOR-CONTROLLER. ALL REMAINING COPIES ARE RETURNED TO THE INITIATING AGENCY/DEPARTMENT FOR DISTRIBUTION.
- WE RETAINED THE ORIGINAL CONTRACT AND ARE RETURNING ALL REMAINING COPIES THE INITIATING AGENCY/DEPARTMENT FOR DISTRIBUTION.
- WE ARE RETURNING ALL ORIGINAL CONTRACTS REQUIRING EXECUTION TO YOU. WHEN THE CONTRACTS ARE SIGNED – PLEASE RETURN THIS FORM AND THE ORIGINALLY SIGNED DOCUMENTS TO: CLERK OF THE BOARD, 1221 OAK STREET, SUITE 536, OAKLAND, CA 94612. WHEN THE SIGNED ORIGINAL(S) ARE RETURNED, THE CLERK'S OFFICE WILL RETAIN ONE FOR OUR RECORDS, FORWARD ONE TO THE AUDITOR-CONTROLLER, ANY REMAINING COPIES ARE RETURNED TO THE INITIATING AGENCY/DEPARTMENT FOR DISTRIBUTION.

CC: N/A

CONTRACT NO(S): C-2019-2 ITEM: 12

FILE: 30258

PREPARED BY: Maylene Mojica *dmh*
PHONE\EXTENSION: (510) 272-2-6349
QIC: 20101

HIV Prevention State Grant

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Alameda, hereinafter “Grantee”

Implementing the project, HIV Prevention State Grant, hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10574

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, Section 131085a.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide activities from the Office of AIDS, HIV Prevention Strategies in *Strengthening Our Guidance Through Integration: 2019 Guide to HIV Prevention and Surveillance*, including:

- Strategy A: Improve Pre-Exposure Prophylaxis Utilization
- Strategy B: Increase and Improve HIV Testing (routine, opt-out HIV testing only)
- Strategy C: Expand Partner Services
- Strategy D: Improve Linkage to Care
- Strategy K: Increase and Improve HIV Prevention and Support Services for People Who Use Drugs

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$180,989.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on November 1, 2018 or upon approval of this grant, and terminates on June 30, 2019. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2019.

PROJECT REPRESENTATIVES:

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

California Department of Public Health	County of Alameda
Schenelle Flores, HIV Prevention Implementation Section Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5831 Email: schenelle.flores@cdph.ca.gov	Wilma Chan, President, Board of Supervisors 1221 Oak Street, #536 Oakland, CA 94612 Telephone: (510) 272-6693 Email: wilma.chan@acgov.org

C-2019-2

Direct all inquiries to:

California Department of Public Health	County of Alameda
Cheryl Austin, Prevention Program Advisor	Steven Gibson, Director, HIV Prevention
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	1000 Broadway, Suite 500 Oakland, CA 94607
Telephone: (916) 449-5810 Email: cheryl.austin@cdph.ca.gov	Telephone: (510) 268-7644 Email: steven.gibson@acgov.org

Either party may change its Project Representative upon written notice to the other party.

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

Remittance Address
County of Alameda
FI\$CAL ID: 0000011628
Cashier – Elenita Deleon – Supervisor
1000 Broadway, Suite 500
Oakland, CA 94607
Telephone: (510)268-2326
Email: elenita.deleon@acgov.org

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by this reference:

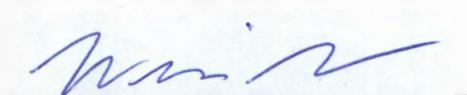
- EXHIBIT A LETTER OF AWARD
- EXHIBIT AI LIST OF ALLOCATIONS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS
- EXHIBIT D ADDITIONAL PROVISIONS

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 contractors and subcontractors to comply with all applicable laws, polices, and regulations.

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

Executed By:

Date: JAN 25 2019



Wilma Chan, President
County of Alameda
1000 Broadway, Suite 500
Oakland, CA 94607

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By K. Joondoh

Print Name K. Joondoh
K. Joondoh

Date: _____

Marshay Gregory, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

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



EDMUND G. BROWN JR.
Governor

Exhibit A
Letter of Award

August 14, 2018

Nicholas Moss
AIDS Director
Alameda County Public Health Department
Office of AIDS Administration
1000 Broadway, Suite 310
Oakland, CA 94607

Dear AIDS Director:

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to your local health jurisdiction (LHJ) for HIV prevention activities. These funds will be available to your health department for State Fiscal Year 2018-2019. For the one-year budget period of July 1, 2018 through June 30, 2019 your award amount is \$180,989.

The funds must be used for evidence-based public health activities to address HIV prevention within your LHJ. To secure these funds, OA will develop and execute a grant agreement between your LHJ and CDPH. The scope of work (SOW) for these funds can include activities from the OA HIV prevention strategies in Strengthening Our Guidance Through Integration: 2019 Guide to HIV Prevention and Surveillance:

- Strategy A: Improve PrEP Utilization
- Strategy B: Increase and Improve HIV Testing (routine, opt-out HIV testing only)
- Strategy C: Expand Partner Services
- Strategy D: Improve Linkage to Care
- Strategy K: Increase and Improve HIV Prevention and Support Services for People Who Use Drugs



Activities from the Laying the Foundation for Getting to Zero: California's Integrated HIV Surveillance, Prevention, and Care Plan are also allowable:

- Strategy H: Improve Integration of HIV Services with STD, TB, Dental, and Other Health Services

By August 17, 2018, OA will send your LHJ a brief, web-based application to complete and return by Friday, August 31, 2018. The application will include a spreadsheet of allowable activities for all strategies. The application will require your LHJ to describe the specific activities your LHJ intends to fund, the performance indicators/deliverables your LHJ expects to achieve, and timelines for activity implementation and funding expenditure.

Your LHJ will return a budget detail on the template sent with the application link. The budget detail should be sent to OA.Prevention.Contracts@cdph.ca.gov. Eligible LHJs choosing not to apply for any or all funds will not be penalized if future funding opportunities become available. The application will require your LHJ to affirm that all requested funds will be spent by June 30, 2019.

Applications will be due on Friday, August 31, 2018. OA acknowledges the quick turnaround time; however, LHJs cannot begin work on the activities covered under this grant agreement until it is fully executed. All dollars from this funding opportunity must be spent by June 30, 2019.

If you have any questions, please feel free to contact me at 916-449-5831, or Kama Brockmann at 916-449-5964 or Kama.Brockmann@cdph.ca.gov via email.

Sincerely,

Schenelle Flores

Schenelle Flores, Chief
HIV Prevention Implementation Section
Office of AIDS

Exhibit A1
List of Allocations

State Fiscal Year 2018 - 19 General Fund (11/01/2018 - 06/30/2019)		
HIV Prevention Augmentation Allocations		
LHJ	FY 18-19 Allocation	
Alameda	\$	180,989
Berkeley	\$	25,000
Butte		Declined
Contra Costa	\$	76,776
Fresno	\$	121,252
Imperial	\$	25,000
Kern		Declined
Long Beach	\$	136,283
Los Angeles	\$	1,671,166
Marin	\$	25,000
Merced	\$	25,000
Monterey	\$	25,000
Napa		Declined
Orange	\$	238,870
Pasadena	\$	25,000
Placer	\$	25,000
Riverside	\$	229,734
Sacramento	\$	150,252
San Bernardino	\$	150,290
San Diego	\$	424,382
San Francisco	\$	467,082
San Joaquin	\$	137,905
San Luis Obispo	\$	25,000
San Mateo	\$	46,924
Santa Barbara	\$	25,000
Santa Clara	\$	126,717
Santa Cruz	\$	25,000
Solano		Declined
Sonoma	\$	45,635
Stanislaus	\$	43,345
Tulare	\$	25,000
Ventura	\$	33,398
Yolo	\$	25,000
Total	\$	4,581,000

This formula includes an equal weight for early syphilis incidence and HIV prevalence as well as using 0.2% HIV prevalence as the cutoff for which counties were funded. In addition, to balance the need to fund as many LHJs as possible with administrative burden and the need to provide meaningful services, the minimum award for LHJs was set at \$25,000. Each county was allocated the base amount of \$25,000 and the remaining funds were divided based on the 50/50 weighting.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in the 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.
- B. Invoices shall include the Grant Number and shall be submitted quarterly to:

OA.Prevention.Invoices@cdph.ca.gov

Or

Invoice Desk
California Department of Public Health
Prevention Program
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426

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 the Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Be prepared using the required invoice template, which will be provided by your CDPH HIV Prevention Program Advisor.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) 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.

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. 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. Due dates for services provided during this Grant are:

Quarter	Service Period	Invoice Due Date
Second Quarter	11/01/2018 – 12/31/2018	02/15/2019
Third Quarter	01/01/2019 – 03/31/2019	05/15/2019
Fourth Quarter	04/01/2019 – 06/30/2019	08/15/2019

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 be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

6. Use of Funds

These funds shall be used to supplement and enhance existing local HIV prevention program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

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 and the Grant Application.
 - 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: 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
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:
 - 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.

Exhibit D
Additional Provisions

- 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 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.

Exhibit D
Additional Provisions

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).
- 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.