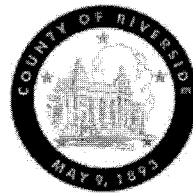


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.38
(ID # 4272)

MEETING DATE:

Tuesday, May 23, 2017

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify Agreement #16-10729 between the California Department of Public Health, Sexually Transmitted Disease Control Branch for the period of performance of July 1, 2016 through June 30, 2019. Districts: ALL [\$241,181 - 100% State Funding] (4/5 vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the agreement #16-10729 with the California Department of Public Health (CDPH), Sexually Transmitted Disease (STD) Control Branch and the County of Riverside Department of Public Health, HIV/STD Program for the performance period of July 1, 2016 through June 30, 2019 for a total amount of \$241,181; and
2. Approve and direct the Auditor-Controller to make budget adjustment as detailed in Schedule A attached; and
3. Authorize the Director of Public Health or designee, as approved by County Counsel, to sign subsequent amendments that do not change the substantive terms of the agreement.

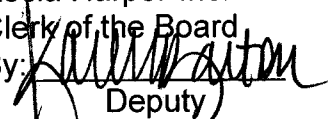
ACTION: 4/5 Vote Required, Policy


Sarah S Mack, Director of Public Health 5/8/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: RUHS-Public Health, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 41,181	\$ 100,000	\$ 241,181	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: Yes	
			For Fiscal Year: 16/17 – 18/19	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The California Department of Public Health, STD Control Branch awarded the Riverside County a total amount of \$241,181 to support expanded STD Control activities for the three (3) years of the contract period.

The STD Program conducts core sexually transmitted disease management and control activities focused primarily on chlamydia (CT), gonorrhea (GC), and syphilis. Activities currently include case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications.

The additional funds received through this grant will be used to:

- Support STD social media outreach
- Conduct field investigations and other STD program activities.
- Support collaboration with Desert AIDS Project (DAP), a community agency, to ensure that individuals seeking syphilis screening and treatment at those agencies are not turned away due to an inability to pay or a lack of syphilis treatment medications. Grant funds will be used to purchase Bicillian L-A and Doxycyline for the treatment of syphilis and to pay for Public Health Laboratory blood sample screening and confirmatory testing.

Impact on Residents and Businesses

This grant will allow the program to continue to increase access to and the use of high-quality screening and clinical services for STD clients and allow an increase in partner evaluation, treatment and counseling services.

SUPPLEMENTAL:

Additional Fiscal Information

The STD Clinical program agreement is 100 percent State funded. The Riverside County will receive funds as follows.

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

FY	New Funding	Total
16/17	\$41,181	\$41,181
17/18	\$100,000	\$100,000
18/19	\$100,000	\$100,000
Total Amount	\$241,181	\$241,181

**ATTACHMENT A:
BUDGET ADJUSTMENT**

SCHEDULE A

**RUHS - Department of Public Health
Fiscal Year 2016/2017**

INCREASE IN APPROPRIATIONS:

10000	4200100000	510040	Regular Salaries	\$	10,183
10000	4200100000	518100	Budgeted Benefits	\$	4,277
10000	4200100000	523700	Office Supplies	\$	654
10000	4200100000	525100	Medical-Lab Services	\$	12,678
10000	4200100000	522860	Medical-Dental Supp	\$	2,945
10000	4200100000	523800	Printing/Binding	\$	51
10000	4200100000	523680	Office Equip Non Fixed	\$	854
10000	4200100000	528920	Car Pool Expense	\$	6,147
10000	4200100000	529540	Utilities	\$	342
10000	4200100000	524500	Admin Support-Direct	\$	3,050
TOTAL INCREASE IN APPROPRIATIONS:				\$	<u>41,181</u>

INCREASE IN ESTIMATED REVENUE:

10000	4200100000	751680	CA-State Grant Rev	\$	41,181
TOTAL INCREASE IN ESTIMATED REVENUE:				\$	<u>41,181</u>

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

Misley Wang
Misley Wang 5/11/2017

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM
Core STD Program Management
Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"
TO
County of Riverside Department of Public Health, hereinafter "Grantee"
Implementing the project "Core STD Program Management," hereinafter "Project"
GRANT NUMBER 16-10729

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 131085(a).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee. The Grantee will implement evidence-based public health activities to proactively address sexually transmitted diseases within the local health jurisdiction, with an emphasis on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection as described and specified in the Scope of Work.

GRANT AMOUNT: The maximum amount payable under this grant shall not exceed two hundred forty-one thousand, one hundred eighty-one dollars (\$241,181).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2016, or upon approval of this grant, and terminates on June 30, 2019. No funds may be requested or invoiced for work 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	Grantee: County of Riverside Department Of Public Health
Name: Biomil Sevilla Grant Manager	Name: Carolyn Lieber Program Director
Address: P.O. Box 997377, MS 7320	Address: 4065 County Circle Drive
City, Zip: Sacramento, CA 95899-7377	City, Zip: Riverside, CA 92503
Phone: (916) 552-9794	Phone: (951) 358-5307
Fax: (916) 552-9777	Fax: (951) 358-5407
Email: Biomil.Sevilla@cdph.ca.gov	Email: Clieber@rivcocha.org

Direct all inquiries to:

California Department of Public Health STD Control Branch	Grantee: County of Riverside Department Of Public Health
Attention: STD Control Branch	Name: Richard Lee Administrative Services Assistant
Address: P.O. Box 997377, MS 7320	Address: 4065 County Circle Drive, #207
City, Zip: Sacramento, CA 95899-7377	City, Zip: Riverside, CA 92503
Phone: (916) 552-9794	Phone: (951) 358-7205
Fax: (916) 552-9777	Fax: (951) 358-5407
Email: Biomil.Sevilla@cdph.ca.gov	Email: RILee@rivcocha.org

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

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

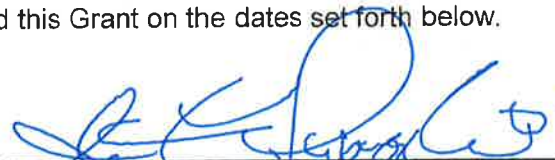
- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS

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, policies, and regulations.

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

Executed By:

Date: MAY 28 2017




John Tavaglione, Chairman
Board of Supervisors
County of Riverside Dept. of Public Health
P.O. Box 7600
Riverside, CA 92503

Date: 6/7/17



Yolanda Murillo, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

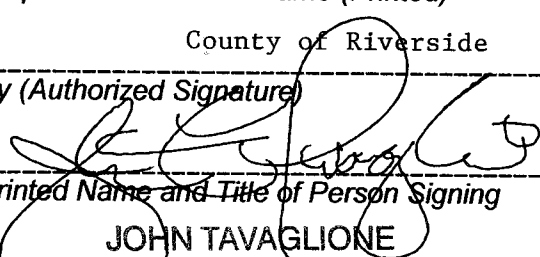
ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

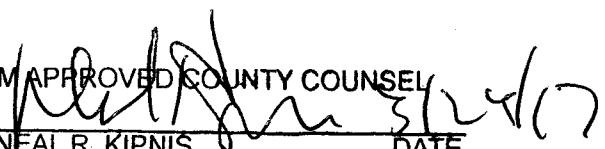
FORM APPROVED COUNTY COUNSEL
BY:  DATE

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 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 Riverside		95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS		
<i>Date Executed</i> 5/23/17	<i>Executed in the County and State of</i> Riverside, California	

FORM APPROVED COUNTY COUNSEL
 BY:  5/24/17
 NEAL R. KIPNIS DATE

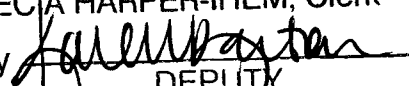
ATTEST:
 KECIA HARPER-IHEM, Clerk
 By: 
 DEPUTY

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement evidence-based public health activities to proactively address Sexually Transmitted Diseases (STD) within the local health jurisdiction. Particular emphasis should be placed on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea (GC), and chlamydia trachomatis (CT) infection.

Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, medical providers, and other service providers within the community.

Funding for the grantees are from a one-time Fiscal Year 2016/2017 appropriation which can be expended or encumbered until June 30, 2019 per 4265-111-0001, Provision 6 of the Budget Act 2016/2017, Senate Bill 826, Chapter 23.

2. Service Location

The services shall be performed at applicable facilities in the County of Riverside.

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.

Exhibit A
Scope of Work

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	County of Riverside Department of Public Health
Matt Ayson Chief, Business Operations Support Section STD Control Branch Telephone: (916) 552-9819 Fax: (916) 440-5106 Email: Matt.Ayson@cdph.ca.gov	Carolyn Lieber Program Director County of Riverside Department of Public Health Telephone: (951) 358-5307 Fax: (951) 358-5407 Email: clieber@rivcocha.org

B. Direct all inquiries to:

California Department of Public Health	County of Riverside Department of Public Health
STD Control Branch Attention: Biomil Sevilla, Grant Manager 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9794 Fax: (916) 552-9777 Email: Biomil.Sevilla@cdph.ca.gov	Carolyn Lieber Program Director County of Riverside Department of Public Health 4065 County Circle Drive Riverside, CA 92503 Telephone: (951) 358-5307 Fax: (951) 358-5407 Email: clieber@rivcocha.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement. Subgrantees must comply with the State Contracting Manual Volume I, 3.17.2.D.

Exhibit A
Scope of Work

5. Services to be Performed

Part 1: Core STD Program Management

Goal: To provide local assistance funding to local health jurisdictions (LHJs) to build local infrastructure and workforce capacity to conduct STD surveillance and implement evidence-based, effective interventions to reduce the transmission and negative health effects of sexually transmitted infections. Core STD program management is focused on the prevention of CT, GC, and syphilis through health education; promotion and outreach; assurance of quality local STD clinical services; disease investigation; and policy development and communication.

The Grantee is responsible for completing the activities that have been selected by the placement of an "X" in the check box. A number of these activities are mandatory requirements for funding, indicated with an "X." Other activities are optional, based upon local program need and resources. Please indicate which of these additional activities your local health jurisdiction will pursue by placing an "X" in the appropriate check box. End-of-Year reports should be submitted to STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this grant. The report for the period of July 1, 2016 through June 30, 2019 will be due on June 30, 2019.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Assure quality case-based surveillance for syphilis, GC, and CT.		
<input checked="" type="checkbox"/> A. Adhere to all data security standards and guidelines in accordance with state and federal guidance. (Required activity).	Data security standards and guidelines are in compliance with state and federal guidance.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> B. Provide case-based data to the California Department of Public Health (CDPH) through the use of the California Reportable Disease Information Exchange (CalREDIE). <i>If CalREDIE is not available, provide case-based data through other means per agreement between the local STD Control Officer and the STD Control Branch (STDCB) Chief of the Surveillance and Epidemiology Unit.</i> (Required activity).	Completion and closure of syphilis, GC, and CT cases diagnosed in January – June by August 30 of that year in CalREDIE*. Completion and closure of syphilis, GC, and CT cases diagnosed in July – December by February 28 of that year in CalREDIE*.	7/1/16 – 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input checked="" type="checkbox"/> C. Assure completeness and accuracy of key variables through local review of surveillance reports and provider follow-up of select GC and early syphilis cases. (Required activity).	Proportion of GC and early syphilis cases with complete data for the following key variables in CalREDIE: <ul style="list-style-type: none"> • Treatment Date* • Medication and Dosage* • Race/Ethnicity* • Patient Address* • Provider Name and Address* • Gender of Sex Partners* • HIV Status* • Partner Treatment* Proportion of female syphilis cases with complete provider-confirmed pregnancy status*.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> D. Assure provider reporting of syphilis and GC cases in accordance with state regulations. (Required activity).	Case reporting by providers within 14 days of specimen collection for syphilis and GC*.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> E. Utilize case-based surveillance data through, at a minimum, routine examination of rates and trends by age, gender, race/ethnicity, and other key variables. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> F. Conduct enhanced surveillance for all priority syphilis cases using medical record data and case interviews as necessary. (Required activity).	Completed interview records for enhanced surveillance on priority syphilis cases: <ul style="list-style-type: none"> • Early syphilis* • Congenital syphilis* Completion and closure of cases as described in I.B.	7/1/16 – 6/30/19 Semi-annual case closure
<input checked="" type="checkbox"/> G. Conduct enhanced surveillance on GC cases as part of an investigation of a strain with resistance or decreased susceptibility to antibiotics. (Required activity).	Completed interview records for CA-GISP-assigned GC cases*. Completion and closure of cases as described in I.B.	7/1/16 – 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> C. Provide technical assistance, training, resources, and referrals to <u>school districts and other school-based partners</u> on delivering quality sexual health education and confidential sexual health services in accordance with state regulations. ¹	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> D. Provide technical assistance and training for building capacity among <u>youth-serving community-based organizations</u> to ensure youth have access to medically accurate information, prevention tools, and sexual and reproductive health clinical services. ¹	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> E. Act as a local resource to plan and implement the California Youth Risk Behavioral Survey (YRBS) in CDC-selected schools (selection by CDC to be determined). Examples of this include contacting local school districts to encourage participation, promoting the survey with parent and teacher groups, or having local staff trained to administer the survey in selected schools.	Proportion of local schools participating in YRBS among schools selected for YRBS (number and locations vary between survey cycles, which occur every other year beginning in 2016.	Every other year, beginning in 2016.
<input type="checkbox"/> F. Act as a local resource for school districts, partnering with CDPH on the Division of Adolescent Sexual Health (DASH)-funded activities.	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> G. Support local implementation and expansion of statewide health promotion activities, such as: implementing the “I Know” project (select LHJs only); recruiting new Condom Access Project (CAP) sites (minimum 3 per LHJ; maximums apply). ¹	Description of activities will be included in the End-of-Year report, including the number of CAP sites and, if applicable, a description of “I Know” promotion activities and outcomes.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> H. Promote web-based sexual health promotion programs (e.g., Hook Up, Teensource.org, TalkWithYourKids.org) with local schools, parents, providers, community-based organizations, and other key stakeholders serving at-risk populations. ¹	Description of activities will be included in the End-of-Year report, including methods of promoting resources.	7/1/16 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> I. Utilize available promotional materials and outreach opportunities during STD Awareness Month (April) to promote the national Get Yourself Tested (GYT) campaign. ¹	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/17 Report due annually by 7/31
Optional: Place a checkmark in the box only if Grantee plans to subcontract. <input type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). ¹	Subcontract with community or other organizations, if needed.	7/1/16 – 6/30/19
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section II activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>Not applicable.</p>		
Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>III. Assure high quality STD screening and treatment services are available in the LHJ.</p>		
<input checked="" type="checkbox"/> A. Assess major sources of STD clinical care and characterized by patient census, clinic type (reference list to be provided by STDCB), and location and population served to identify potential gaps in access to STD services. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> B. Assess quality of care among providers in high volume clinics or serving high morbidity areas including competency providing services to youth; diverse racial/ethnic groups; and lesbian, gay, bisexual, and transgender (LGBT) patients, as appropriate.	Description of activities will be included in the End-of-Year report. As applicable, description of: <ul style="list-style-type: none"> • STD screening practices • Adherence to STD treatment recommendations • Cultural competency to service at-risk groups 	7/1/16 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> C. Work with the highest level of local clinic leadership for public and private providers in the community to establish policies related to clinical quality improvement (QI) activities focused on expanded screening, diagnosis, and presumptive treatment; public health reporting; timely and effective management; partner treatment; and repeat testing. Provide technical assistance related to implementation of clinical QI activities.	Description of activities will be included in the End-of-Year report, including tools and protocols that may be shared with other LHJs, as applicable	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> D. Work with the highest level of local clinic leadership for public and private providers in the community, including STD clinic settings, to establish policies related to clinical QI activities focused on HIV screening among syphilis and gonorrhea cases.	Proportion of early syphilis cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*. Proportion of GC cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> E. Establish protocols and implement provider feedback mechanisms for management of inadequate or delayed treatment.	Develop protocol to monitor provider treatment practices and for targeting interventions at low-performing providers. For GC and early syphilis, proportion with recommended treatment documented in CaREDIE, and proportion who received recommended treatment within 7 days and within 14 days of specimen collection*.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> F. Implement public health detailing programs targeted to providers in high volume clinics or serving high morbidity areas (e.g., family planning settings, HIV care providers, Federally Qualified Health Centers, school-based health centers, obstetrics/gynecology offices, pediatric offices, family practice and primary care, and prenatal care providers). Programs may include training, dissemination of resources, and technical assistance. ¹	Description of activities will be included in the End-of-Year report. Measures include total number of provider visits/trainings, number and types of providers visited/trained, and number and types of resources disseminated.	7/1/16 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> G. Monitor quality of local health department STD clinical services including screening rates, treatment, HIV testing of STD cases, partner referral/treatment, epidemiologic treatment of Disease Intervention Specialist (DIS)-referred contacts, and repeat testing rates. (Required activity for local health jurisdictions with health department based STD clinical services.)	Description of activities will be included in the End-of-Year report. Percent of patients diagnosed with GC and early syphilis in STD clinics who were tested for HIV within 30 days prior to or after STD diagnosis*. Percent of those tested (above) who are newly-diagnosed as HIV-infected*. Proportion of GC cases that are retested in 3 months.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> H. Monitor quality of local health department STD clinical services, including linkage to HIV care for newly identified patients with HIV and re-engagement in HIV care for those out of care.	Description of activities will be included in the End-of-Year report. Percent of those newly diagnosed (above) who are linked to HIV care within 90 days of the date of HIV test*.	7/1/16 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> I. Assess availability of and promote or provide patient-delivered partner therapy (PDPT) for patients diagnosed with CT/GC.	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31
Optional: Place a checkmark in the box only if Grantee plans to subcontract. <input checked="" type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). ¹	Subcontract with community or other organizations, if needed.	7/1/16 – 6/30/19
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section III activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>The LHJ is proposing to subcontract with two community-based organizations (Desert AIDS Project and Planned Parenthood) to provide syphilis medication (BIC-LA) and laboratory services to ensure that individuals seeking syphilis screening and treatment services at those agencies receive them and are never</p>		

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>turned away due to an inability to pay or the CBO's lack of BIC-LA. The Contractor will establish /update MOUs with each CBO and developing policies and procedures to supply each CBO with BIC-LA and to pay lab fees for syphilis screening/conformatory blood samples processed through the Riverside County Public Health Laboratory.</p> <p>Deliverables will include a report of the number of individuals screened/confirmed and number of doses of BIC-LA used per month by each CBO.</p> <p>The projected timeline is 7/1/16 – 6/30/19 with funds adjusted annually based on usage. If the need is less than initially anticipate, additional CBOs may be included.</p>		
<p>IV. Conduct disease intervention activities, including partner services, for priority STDs to prevent further transmission in the community or from mother-to-child.</p>		
<p><input checked="" type="checkbox"/> A. Process incoming syphilis reactors to determine prioritization for public health action, conduct record searching, and data entry. (Required activity).</p>	<p>Median number of days between report and initiation of reactors, stratified by priority alert value.</p>	<p>7/1/16 – 6/30/19</p>
<p><input checked="" type="checkbox"/> B. <i>For priority syphilis reactors (Alert codes red and orange):</i> Contact providers and patients, as needed, to verify diagnosis and treatment and refer untreated patients to care. For females of child-bearing age (ages 15-44) with reactive serological tests, determine pregnancy status and assure timely and appropriate treatment. (Required activity).</p>	<p>Proportion of early syphilis cases, stratified by gender, treated within 14 days of specimen collection*.</p> <p>Proportion of female syphilis cases with complete provider-confirmed pregnancy status*.</p> <p>Proportion of pregnant females with syphilis treated greater than 30 days prior to delivery*.</p>	
<p><input checked="" type="checkbox"/> C. <i>For early syphilis cases with unknown or negative HIV status:</i> Conduct confirmation of HIV status or facilitation of HIV testing and linkage or re-engagement to care. (Required activity).</p>	<p>Proportion of early syphilis cases with documented HIV test within 30 days before or after syphilis diagnosis*.</p> <p>Of those early syphilis cases tested and newly diagnosed with HIV from above, proportion with a confirmed HIV care medical visit within 90 days of HIV test*.</p>	<p>7/1/16 – 6/30/19</p>

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>= CDPH will provide biannual reports with indicator</small>	Timeline
<input checked="" type="checkbox"/> D. <i>For early syphilis cases that are HIV-infected:</i> Confirm engagement in HIV care or facilitate re-engagement to care. (Required activity).	Proportion of early syphilis/HIV co-infected cases with confirmation of current HIV medical care visit*. Of patients who are known to be HIV-infected and are out of HIV care, proportion who are re-engaged in care through confirmed HIV care medical visit within 90 days of STD diagnosis*.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> E. <i>For <u>all</u> early syphilis cases:</i> Conduct client interview and case management including collection of medical information and client risk information; risk reduction counseling; elicitation of sexual and social network partners; and referral for other services as relevant. (Required activity).	Proportion of early syphilis cases interviewed within 14 and 30 days of specimen collection*. Proportion of early syphilis cases interviewed with at least one partner initiated for notification of exposure*.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> F. <i>For partners of <u>all</u> early syphilis cases:</i> Assure testing and appropriate treatment of sexual and social network partners including notification of exposure to syphilis and HIV and facilitate STD and HIV testing, treatment and linkage or re-engagement to HIV care, as relevant. (Required activity).	Proportion of initiated partners of early syphilis cases that are: <ul style="list-style-type: none"> • Newly tested for syphilis (among initiated partners)*. • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Newly diagnosed with syphilis (among syphilis tested above)*. • Confirmed syphilis treatment within 14 days of syphilis test (among newly diagnosed above)*. • Newly tested for HIV (among initiated partners)*. • Newly identified HIV positive (among HIV tested above)*. • Confirmed HIV medical care visit within 90 days of HIV test (among newly diagnosed with HIV)*. • Re-engaged in care through confirmed HIV care medical visit within 90 days of STD test/diagnosis (among initiated partners) 	

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input checked="" type="checkbox"/> G. <i>For early syphilis cases among females of child-bearing age (ages 15-49):</i> In addition to interview and case management, provide partner services to assure testing and appropriate treatment of partners. (Required activity).	known to be HIV-infected and out of HIV care)*. Proportion of female syphilis cases ages 15-49 with at least one partner who was: <ul style="list-style-type: none"> • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Treated as a new case of syphilis within 30 days before or after specimen collection of the original patient*. 	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> H. <i>For congenital syphilis cases:</i> Contact provider to assure needed clinical evaluation, case reporting, and correct treatment. Involve subject matter experts, as needed. (Required activity).	Proportion with appropriate case management documentation (e.g., congenital syphilis case report) and documented treatment, where appropriate*. Proportion of confirmed and probable congenital syphilis cases where neonate was <ul style="list-style-type: none"> • Appropriately medically evaluated within 14 days • Appropriately treated within 14 days* 	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> I. <i>Conduct follow-up for suspected drug-resistant GC cases:</i> Known or suspected treatment failures and/or decreased susceptibility to treatment (i.e., high MIC). (Required activity).	Number and proportion of cases with suspected treatment failures that were interviewed. Number and proportion of cases with high MICs that were interviewed and brought to care for test-of-cure.	7/1/16 – 6/30/19
<input type="checkbox"/> J. <i>Conduct follow up for selected GC cases:</i> Persons with increased risk of transmission (e.g., repeat cases, HIV- infected cases) and/or pregnant females.	Proportion of GC cases that are retested in 3 months. Number and proportion of GC cases with documented GC testing and/or appropriate treatment for at least one partner.	7/1/16 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
	Proportion of initiated partners of GC/HIV co-infected cases that are: <ul style="list-style-type: none"> • Newly tested for HIV • Newly identified HIV positive • Confirmed linkage to HIV care within 90 days of HIV-positive test* 	
<input type="checkbox"/> K. <i>Conduct follow-up for selected GC cases:</i> Persons located in geo-targeted areas with concentrated morbidity.	Number and proportion of GC cases interviewed from geo-targeted locations. Number and proportion of GC cases with at least one partner was tested and/or treated appropriately for GC.	7/1/16 – 6/30/19
<input type="checkbox"/> L. Conduct disease investigation for clusters or outbreaks of less common STDs, such as chancroid or lymphogranuloma venereum (LGV). (Required activity).	Description of activities will be included in the End of Year Report.	7/1/16 – 6/30/19 as needed Report due annually by 7/31
<input type="checkbox"/> M. Ensure data entry in CalREDIE to reflect disease intervention and partner services activities for syphilis, GC, and other STDs determined a priority for public health action. <ol style="list-style-type: none"> 1. Enter client level demographic, laboratory, clinical, and case investigation activities on relevant CalREDIE systems tabs. 2. Enter client interview records with enhanced surveillance data, including syphilis interview record and CGSS provider report and patient interview forms. 3. Enter congenital syphilis case report forms, according to guidance and algorithm. 4. Enter sexual and social network partner information and investigation/notification outcomes. (Required activity). 	Completion and closure of case report forms, interview records, and partner investigation outcomes in CalREDIE*.	7/1/16 – 6/30/19 Ongoing data entry Case closures as described in I.B.

Exhibit A
Scope of Work

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
Optional: Place a checkmark in the box only if Grantee plans to subcontract. <input type="checkbox"/> N. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).		Subcontract with community or other organizations, if needed.	7/1/16 – 6/30/19
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part IV activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>The LHJ is proposing to use one-time funds to lease an automobile for use by DIS in the conduct of field investigations and other STD program activities. Riverside County is challenged in conducting efficient syphilis investigations by the geographic size of the county. An individual DIS may travel 500 – 1,000 miles per month. DIS and supervisory staff also work from two separate locations 65 miles apart posing a challenge to bringing staff together for meetings and trainings. Currently all DIS and supervisory staff use their own vehicles to conduct STD activities. A problem with a personal vehicle can halt field activities for an investigator and cause delays in case closures. The availability of a leased vehicle will provide an alternative means of conducting field activities, decrease mileage reimbursements and expand opportunities for staff collaborations. The vehicle will be leased starting in December 2016 then for the duration of the funding period.</p>			
V. Assure that local STD policies and communications are effective.			
<input checked="" type="checkbox"/> A. Promote the presence, relevancy, and accuracy of webpage(s) on health department website with data, links to provider resources, and sexual and reproductive health education materials. (Required activity).		Presence on website, social media, etc.	7/1/16 – 6/30/19
<input checked="" type="checkbox"/> B. Identify and respond to opportunities to educate community partners, policy makers, and the media. (Required activity).		Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input checked="" type="checkbox"/> C. Participate in relevant community coalitions focused on sexual health. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 – 6/30/19 Report due annually by 7/31
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	7/1/16 – 6/30/19
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part V activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>One-time funds will be used to support the Contractor’s STD webpage development and maintenance. Funds will support 0.3 FTE of web developer time. Web developer will ensure all information on the STD webpage is kept up-to-date and that all links are active. They will also work with staff to develop innovative content that encourages interaction with the information.</p>		

¹ The Grantee may use funds to print or duplicate posters, brochures, pamphlets, and other materials to promote STD awareness, testing, and treatment of at-risk populations.

Exhibit A
 Scope of Work

6. Summary of Required Reports and Data

Frequency	Time Frame	Deadline	Program	Report Recipient
Once	7/01/16 – 6/30/19	6/30/19	Core STD Program Management	STDLHJContracts@cdph.ca.gov
Biannual	7/1/16 – 12/31/16 1/1/17 – 6/30/17 7/1/17 – 12/31/17 1/1/18 – 6/30/18 7/1/18 – 12/31/18 1/1/19 – 6/30/19	2/28/17 8/31/17 2/28/18 8/31/18 2/28/19 6/30/19	STD Case Closure	CaREDIE data system

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A, Scope of Work, 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 in duplicate not more frequently than quarterly in arrears to:

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

C. Invoices shall:

- 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by your CDPH Grant Manager.
- 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required.
- 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 agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement 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 the 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 sixty (60) 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 be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

6. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local STD 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 B, Attachment I
Budget**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Mabee, Kerri - Public Info Specialist	\$4,559	0.30	30	\$41,028
Vacant - Health Services Asst.	\$2,215	0.28	30	\$18,608
Total Personnel				\$59,636
Fringe Benefits @	42%			\$25,047
Total Personnel & Benefits				\$84,683

OPERATING EXPENSES

General Office Expense (paper, pens, pencils)				\$3,830
Lab Services (\$27 per RPR & TPPA combined)				\$74,250
Screening and Confirmatory)	\$27 Per Test		2750	\$74,250
Medications BIC LA- \$23 per dose approximately 750 doses	\$23 Dose		750	\$17,250
Duplication/Printing (educational materials)				\$300
Rent (\$0.25/sq. ft. x 320 sq. ft.)				\$0
Minor Equipment (printers, software licenses)				\$5,000
Lease vehicle	\$1200 per month x 30-months			\$36,000
Total Operating Expenses				\$136,630

MAJOR EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL (meetings, site visits) 3704 miles X \$.54 Per mile **\$2,000**

SUBCONTRACTORS

Name of subcontractor or service to be performed **\$0**

Total Subcontractors **\$0**

OTHER COSTS **\$0**

INDIRECT COSTS (21.10% OF PERSONNEL AND BENEFITS) **\$17,868**

BUDGET GRAND TOTAL **\$241,181**

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.

Exhibit C

Standard Grant Conditions

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 GRANTEE:** 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.

Exhibit C

Standard Grant Conditions

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.
 - 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 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, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to

Exhibit C

Standard Grant Conditions

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 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.

**Exhibit D
Additional Provisions**

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.
- 3) Upon the effective date of termination of the grant and the payment by CDPH of all items properly chargeable 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 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.

**Exhibit D
Additional Provisions**

- 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.

3. 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) 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 – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor 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 – Contractor 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.

**Exhibit D
Additional Provisions**

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 Contractor 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 Contractor’s obligations under the agreement.
8. Use of Subcontractors – In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured under Contractor’s insurance or supply evidence of the subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor 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 Contractors, 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 Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor 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

Exhibit D
Additional Provisions

shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." 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) – Contractor 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) Professional Liability (when required) – Contractor 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.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor'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, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor 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, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.