

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



**ITEM: 3.32  
(ID # 21369)**

**MEETING DATE:**  
Tuesday, April 18, 2023

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and approve Grant Agreement No 22-10842 with the California Department of Public Health (CDPH) to implement the STD Program Management and Collaboration Project for the period of performance of July 1, 2022, through June 30, 2024, and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9364 submitted herewith. All Districts [Total aggregate amount: \$1,329,188; up to \$132,919 in additional compensation - 100% State] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve Grant Agreement No 22-10842 with the California Department of Public Health (CDPH) for the implementation of the STD Program Management and Collaboration Project, for a total aggregate amount of \$1,329,188 for the period of performance of July 1, 2022, through June 30, 2024;

Continued on Page 2

**ACTION:Policy, 4/5 Vote Required, A-30**

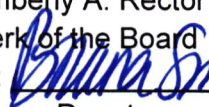
  
Kim Saruwatari, Director of Public Health 4/10/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 18, 2023  
xc: RUHS-PH, H.R.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Authorize the Chair of the Board to sign Grant Agreement on behalf of the County;
3. Authorize the Chair of the Board to sign the Contractor Certification Clause (CCC 042017);
4. Approve and direct the Auditor-Controller to make the budget adjustment as detailed on the attached Schedule A;
5. Amend Salary Ordinance No. 440 pursuant to Resolution No.440-9364 submitted herewith; and
6. Authorize the Director of Public Health, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign all reports, certifications, forms, and subsequent amendments to the Grant Agreement that exercise the options of the agreement, including modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate award amount.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$664,594	\$664,594	\$1,329,188	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% State			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 22/23-23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch has awarded Local Health Jurisdictions (LHJs) through the STD Prevention and Collaboration Grant. Riverside University Health System – Public Health (RUHS-PH) was awarded an allocation for two years to be used for the implementation of public health activities to monitor, investigate, and prevent STDs in collaboration with community-based organizations (CBOs) or nonprofit health care providers within the LHJ.

The STD Prevention and Collaboration Program provides and promotes awareness and prevention of Sexually Transmitted Diseases, including Chlamydia trachomatis (CT), Gonorrhea (GC), Syphilis and other STDs. In Riverside County, the rates of both CT and GC are among the highest in the State within the adolescent and young adult populations. Key strategies for STD prevention and control include: 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 in patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; outreach to medical providers; and, health education



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

and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STDs, medical providers, and other service providers within the community.

**Impact on Residents and Businesses**

This grant will allow RUHS-PH's STD branch 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.

**Additional Fiscal Information**

The total allocated funding for Riverside County is \$1,329,188. There is no impact to County General Funds. The allocation will be distributed as follows:

<b>Fiscal Year</b>	<b>Cost Per Year</b>
22/23	\$664,594
23/24	\$664,594
<b>Total</b>	<b>\$1,329,188</b>

RUHS-PH requests to amend Ordinance No. 440 and add the following positions: one (1) Health Education Assistant II (Job Code: 73458), one (1) Program Coordinator II (Job Code: 37566), and one (1) Communicable Diseases Specialist II (Job Code: 73956). Pursuant to Board Policy A-30, these positions will be eliminated in the event funding is no longer available. However, every effort will be made to pursue other funding sources to maintain these positions.

**ATTACHMENTS:**

**ATTACHMENT A:** Grant Agreement No. 22-10842 with CDPH

**ATTACHMENT B:** Grant Agreement No. 22-10842 Exhibits A-I

**ATTACHMENT C:** Grant Agreement No. 22-10842 Contractor Certification Clause

**ATTACHMENT D:** CDPH Award Letter

**ATTACHMENT E:** RUHS-PH Letter of Intent to CDPH

**ATTACHMENT F:** Schedule A

**ATTACHMENT G:** Resolution No. 440-9364

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

*Heydee Koury*  
Heydee Koury, Sr Accountant - Auditor 4/10/2023

*Douglas Cardonez Jr*  
Douglas Cardonez Jr. 4/12/2023

*Michael Bowers*  
Michael Bowers, Assistant HR Director 4/10/2023

*Gregg Gu*  
Gregg Gu, Chief Deputy County Counsel 4/12/2023

*Esen Sainz*  
Esen Sainz 4/11/2023





OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KIMBERLY A. RECTOR**  
Clerk of the Board of Supervisors

**APRIL BOYDD**  
Assistant Clerk of the Board

April 20, 2023

VASUMATHI VIJAYRAGHAVAN  
1968 S. COAST HIGHWAY, #169  
LAGUNA BEACH, CA 92651

**RE: NOTICE OF RETURN OF PORTIONS OF CLAIM AS UNTIMELY**

**Claimant:** VIJAYRAGHAVAN, Vasumathi  
**Date of Loss:** 04/20/2021  
**Claim No.:** 163-23  
**Date Received:** 03/30/2023

Notice is hereby given that the claim you presented to the Clerk of the Board of Supervisors dated March 29, 2023 and received on March 30, 2023, alleges events on more than one date and alleges causes of action with more than one date of accrual, and as a result, portions of the claim are timely and portions are untimely.

The following portions of the claim are returned as untimely: : All portions of the claim which are not expressly based on the filing and prosecution of People v. Vijayraghavan, Riverside Superior Court No. RIF2101652. **Because those portions of the claim were not presented within the time allowed by law, no action was taken on those portions of the claim.**

For those portions of the claim the following notice applies:

Notice is hereby given that the claim you presented is being returned pursuant to Government Code section 911.2 because the claim was not presented within six months after the event or occurrence as required by law. See sections 901 and 911.2 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on the claim.

As to those portions of the claim, the following warning applies:

Your only recourse at this time is to apply without delay to the Board of Supervisors of the County of Riverside for leave to present a late claim. See sections 911.4 to 912.2 inclusive, and section 946.6 of the Government Code. Under some circumstances, leave to present a late claim will be granted. See section 911.6 of the Government Code.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Kimberly A. Rector, Clerk to the Board of Supervisors

By

Joseph Sheinin, Clerk of the Board Assistant

I declare that my business address is 1<sup>st</sup> Floor, County Administrative Center, 4080 Lemon Street, Riverside California, that I am a citizen of the United States of America, employed by the County of Riverside and am not a party to the action. On the date stated below I mailed the foregoing notice by depositing a copy thereof in the outgoing mail at Riverside, California, in a sealed envelope, with postage prepaid, addressed to the person(s) listed above. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, California on April 20, 2023.

Joseph Sheinin, Clerk of the Board Assistant

cc: RISK MGMT 202238688  
GL091



RESOLUTION NO. 440-9364

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on April 18, 2023, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Director of Public Health is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
73956	+ 1	4200101600	Communicable Diseases Specialist II
73458	+ 1	4200101600	Health Education Assistant II
37566	+ 1	4200101600	Program Coordinator II

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
 Nays: None  
 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of said Board

By:   
Deputy

04.18.2023 3.32

**CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM**

**STD Program Management**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**County of Riverside, hereinafter "Grantee"**

**Implementing the "STD Program Management and Collaboration Project," hereinafter  
"Project"**

**GRANT AGREEMENT NUMBER 22-10842**

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 award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to monitor, investigate, and prevent sexually transmitted diseases (STD) in collaboration with community-based organizations (CBOs), or nonprofit health care providers within the local health jurisdiction (LHJ). Funds allocated to the LHJs shall be used for innovative and impactful STD prevention and control activities including, but not limited to, the following: voluntary screening for STDs among inmates and wards of county adult and juvenile correctional facilities; technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment; state-of-the-art testing modalities that ensure swift and accurate screening for and diagnosis of STDs; community-based testing and disease investigation; integrated services for STIs, viral hepatitis, human immunodeficiency virus (HIV) infection, and drug overdose, to the extent they improve health outcomes; and material support including, but not limited to sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs. Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STDs; and implementation of community-based services through partnerships between LHJs, CBOs and nonprofit health care providers.



**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,329,188.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminate on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

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

<b>California Department of Public Health</b>	<b>Grantee: County of Riverside</b>
Name: Karlo Estacio, Assistant Branch Chief STD Control Branch	Name: Lea Morgan, Branch Chief
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Riverside, CA 92503
Phone: (916) 552-9820	Phone: (951) 358-5307
E-mail: <a href="mailto:Karlo.Estacio@cdph.ca.gov">Karlo.Estacio@cdph.ca.gov</a>	E-mail: <a href="mailto:Leamorgan@ruhealth.org">Leamorgan@ruhealth.org</a>

Direct all inquiries to the following representatives:

<b>California Department of Public Health, STD Control Branch</b>	<b>Grantee: County of Riverside</b>
Attention: Adriana Cervantes, Grant Manager	Attention: Jorge Nieto
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600
City, Zip: Sacramento, CA 95899-7377	City, Zip: Riverside, CA 92503
Phone: (279) 667-1464	Phone: (951) 556-0889
E-mail: <a href="mailto:Adriana.Cervantes@cdph.ca.gov">Adriana.Cervantes@cdph.ca.gov</a>	E-mail: <a href="mailto:j.nieto@ruhealth.org">j.nieto@ruhealth.org</a>

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

<b>Remittance Address</b>	
<b>Grantee:</b>	<b>County of Riverside</b>
<b>Attention:</b>	<b>"Cashier": Sheila Brown</b>
<b>Address:</b>	<b>4065 County Circle Drive</b>
<b>City, Zip:</b>	<b>Riverside, CA 92503</b>
<b>Phone:</b>	<b>(951) 358-7448</b>
<b>E-mail:</b>	<b><u><a href="mailto:sbrown@ruhealth.org">sbrown@ruhealth.org</a></u></b>

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

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

Exhibit A      AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Exhibit A      ATTACHMENT 1 – GRANT ACTIVITIES, this document is the final Grant Activities and shall be incorporated by reference or attached hereto.

**Note:** Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B      BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C      STANDARD GRANT CONDITIONS

Exhibit D      ADDITIONAL PROVISIONS



Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

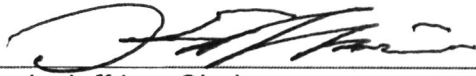
Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

**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: 4/18/23

  
\_\_\_\_\_  
Kevin Jeffries, Chair  
Riverside County Board of Supervisors  
P.O. Box 7600  
Riverside, CA 92503

Date: \_\_\_\_\_

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

FORM APPROVED COUNTY COUNSEL  
BY Esene Sainz  
ESENE SAINZ  
DATE 3-13-23

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
BY Kimberly A. Rector  
DEPUTY

## STD Program Management and Collaboration Project Grant Activities

### 1. Service Overview

The Grantee will implement public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) in collaboration with community-based organizations (CBOs)<sup>1</sup>, or nonprofit health care providers within the local health jurisdiction. California Health and Safety Code (H&SC) Section 120551 requires that the department allocate funds to local health jurisdictions for innovative and impactful STD prevention and control activities, including, but not limited to the following: voluntary screening for STDs among inmates and wards of county adult and juvenile correctional facilities; technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment; state-of-the-art testing modalities that ensure swift and accurate screening for and diagnosis of STDs; community-based testing and disease investigation; integrated services for STIs, viral hepatitis, human immunodeficiency virus (HIV) infection, and drug overdose, to the extent they improve health outcomes for people living with, or at risk for STIs; and material support including, but not limited to sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs for purposes consistent with this section. Local health jurisdictions should use these funds to enhance activities already provided for STD prevention and control, and should not replace existing activities.

H&SC Section 120511 also requires that no less than 50 percent of the funds allocated to the LHJs shall be provided to one or more CBOs or nonprofit health care providers for purposes consistent with this section, provided that there are CBOs or nonprofit health care providers in the jurisdiction that provide these activities and demonstrate the ability to identify priority target populations, satisfactorily describe outreach protocols, include/describe community resources for prevention and control activities, engage representatives from impacted communities in the development of outreach activities and facilitate expanded access to sexually transmitted infection (STI) clinical services, including, but not limited to, LGBTQ+ populations, including those who face confidentiality barriers in using their health coverage to receive STI testing, treatment, and related care. If the Contractor determines that no CBOs or nonprofit health care providers existing within the local health jurisdiction meet the criteria specified in H&SC Section 120511, then the Contractor shall submit written documentation demonstrating this fact to CDPH, which CDPH will review on a case-by-case basis.

California Department of Public Health (CDPH) STD surveillance data indicate that over the past five years, there were continued increases in infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection across the state. The increases in syphilis among women, including pregnant women, and the devastating impact of congenital syphilis is of particular concern.

Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STD; and implementation of community-based services through partnerships between public health and CBOs or nonprofit health care providers.

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<sup>1</sup> A CBO is defined as a private entity that is a nonprofit corporation [Int. Rev Code Section 501(c)] operating at the local level with extensive experience serving persons living with or at risk for STDs. CBOs may include community health centers, syringe service programs, and non-profit drug treatment programs.

## **STD Program Management and Collaboration Project Grant Activities**

All Grantees must adhere to the grant activities, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

### **2. Service Location**

The services shall be performed at applicable facilities within the Grantee's jurisdiction.

### **3. Service Hours**

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

### **4. Services to be Performed: Collaboration with CBOs to implement core STD prevention and control**

See the attached grant activities as follows for a description of the services to be performed.



**STD Program Management and Collaboration Project  
Grant Activities**

**Part I: Supplement to Core STD Public Health Services – Surveillance and Disease Intervention**

LHJs are required to participate in all required activities (A through D), as well as at least one of the optional activities listed (E or F). Place a checkmark in the box for the optional activity you plan to participate in and complete the grant activities narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care.

Please complete the grant activities narrative section indicating whether the LHJ or a subcontracted CBO will complete activities E or F in this section.

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
A. Assure completeness and accuracy of key data variables through review of laboratory and provider reports, local surveillance system documentation (e.g., CalREDIE), and public health follow-up of early syphilis cases.	<ul style="list-style-type: none"> <li>• Percent of female syphilis cases (all stages) with complete data for the following:               <ul style="list-style-type: none"> <li>○ Pregnancy status (females ages 12-44)</li> <li>○ Estimated Date of Delivery (EDD), if pregnant</li> <li>○ Treatment date, stage-appropriate medication and dosage</li> <li>○ HIV status</li> </ul> </li> <li>• Percent of neonates exposed to syphilis with documented birth outcome and appropriate classification on the Congenital Syphilis Case Report Form.</li> <li>• Percent of male primary and secondary syphilis cases with complete data for the following: treatment date, stage-appropriate medication/dosage, HIV status and gender of sex partners.</li> </ul>	7/1/2022 – 6/30/2024
B. Ensure all staff with access to STD data complete the CDPH required confidentiality and data security training and maintain on file the associated confidentiality agreements.	<ul style="list-style-type: none"> <li>• Confidentiality and data security training agreements are maintained in the LHJ.</li> </ul>	7/1/2022 – 6/30/2024
C. Establish a local protocol for conducting case follow up on newly reported cases of syphilis, including reports on neonates, women of childbearing age, and early syphilis among men.	<ul style="list-style-type: none"> <li>• Syphilis case follow-up protocol submitted to CDPH within 90 days of award.</li> </ul>	7/1/2022 – 6/30/2024

**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>D. Ensure timely investigation of all reported reactive serologic tests for syphilis according to local protocol and CDPH recommendations.</p>	<ul style="list-style-type: none"> <li>• Percent of neonates exposed to syphilis with appropriate infant medical evaluation and treatment per CDC recommendations.</li> <li>• Percent of early syphilis cases among prioritized population (pregnant women, men who have sex with women, MSM) with at least one partner treated within 30 days before or after index client specimen collection.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input checked="" type="checkbox"/> E. Use technology, telehealth, and digital platforms and applications to enhance immediate access to partner notification and treatment.</p>	<ul style="list-style-type: none"> <li>• Number of syphilis cases for which digital platforms are used for partner notification.</li> <li>• Number and percent of partners notified of exposure to STD.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> F. Additional innovative and impactful activity you plan to undertake. Complete the SOW Narrative section, ensuring all program activities, including innovative projects, support the outcome measures of increased screening, treatment and linkage to care. (Please describe below.)</p>	<p>Please propose indicators, deliverables and outcomes of success.</p>	<p>7/1/2022 – 6/30/2024</p>
<p><b>Optional:</b></p> <p><input type="checkbox"/> G. Place a checkmark in the box if Grantee plans to subcontract any activities from Part I.</p> <p><b>SOW Narrative:</b> Specify whether the LHJ or a subcontracted CBO will complete the activities and deliverables listed above under Part I Activities E or F by placing a checkmark in the appropriate box under each activity. Describe the approach that will be used to complete the activities selected for this objective, including the approximate beginning and ending month and year for each major activity.</p> <p>Provide the name of the subcontractor if known; otherwise indicate “TBD” for the name of the subcontractor.</p>		



**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>E – Use technology, telehealth, and digital platforms and applications. (OPTIONAL)</p> <p><input type="checkbox"/> Activity will not be conducted  <input checked="" type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>RUHS-PH will acquire access to and utilize new technologies like Manifest MedEx to set alerts for hard to reach cases or cases that have fallen out of care. Manifest MedEx has the capability to notify LHJs when caes of interest receive care in a participating facility.</p> <ul style="list-style-type: none"> <li>- Number of cases for which Manifest MedEx alerts are set up.</li> <li>- Number and percent of cases LHJ is notified of care.</li> <li>- Number and percent of cases LHJ receives alerts for and are linked to care or located.</li> </ul> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>F – Additional innovative and impactful activity (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable: N/A</p>	<p>7/1/2022 – 6/30/2024</p>

**Part II: STD testing, treatment, and referral to other services among vulnerable and underserved clients at high risk for STD**

LHJs are required to participate in all required activities (I through K), as well as at least one of the optional activities listed (A through H). Place a checkmark in the box for the optional activity you plan to participate in and complete the grant activities narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care.

Please complete the grant activities narrative section indicating whether the LHJ or a subcontracted CBO will complete the activities in this section.

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity</b></p> <p><input type="checkbox"/> A. Conduct or ensure the provision of routine, universal testing for gonorrhea and chlamydia among</p>	<p>Per juvenile correctional facility:</p> <ul style="list-style-type: none"> <li>• Number of people booked.</li> <li>• Number who were tested for STDs.</li> <li>• Number and percent of people who tested that were diagnosed with</li> </ul>	<p>7/1/2022 – 6/30/2024</p>

**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>people who are incarcerated in county juvenile correctional facilities, as close to booking as possible.</p>	<p>chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</p> <ul style="list-style-type: none"> <li>• Number and percent of people who tested positive that received CDC recommended treatment, by STD (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity</b></p> <p><input type="checkbox"/> B. Conduct or ensure the provision of routine, universal testing for syphilis among people who are incarcerated in county jails with a positivity of 2% or more, as close to booking as possible.</p>	<p>Per county jail facility:</p> <ul style="list-style-type: none"> <li>• Number of people booked.</li> <li>• Number and percent of people who received STD testing (Target: 80%).</li> <li>• Number and percent of people who tested that were diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</li> <li>• Number and percent of people who tested positive that received CDC recommended treatment, by STD (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> C. Use technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment.</p>	<p>Description of digital platforms submitted to CDPH.</p> <ul style="list-style-type: none"> <li>• Number of people receiving STD tests via platform.</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</li> <li>• Number and percent of people with positive tests that received CDC-recommended treatment, by STD. (Target: at least 90%).</li> <li>• Number of EPT doses dispensed</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> D. Use state-of-the-art testing modalities that ensure swift and</p>	<p>Description of testing modalities used submitted to CDPH.</p> <ul style="list-style-type: none"> <li>• Number of people receiving STD testing via modality</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea,</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>accurate screening for, and diagnosis of, STDs.</p>	<p>or syphilis, by STD (Target: at least 2% for any STD).</p> <ul style="list-style-type: none"> <li>• Number and percent of people with positive tests that received CDC-recommended treatment, by STD. (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input checked="" type="checkbox"/> E. Conduct community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis. Priority populations include people who are African American/Black; lesbian, gay, bisexual, or transgender (LGBT); and people who can become pregnant who are at risk of syphilis.</p>	<p>Description of community-based testing submitted to CDPH, including populations prioritized for screening, STD tests offered, and anatomic sites being tested.</p> <ul style="list-style-type: none"> <li>• Number of people receiving community-based testing for STDs.</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</li> <li>• Number and percent of people with positive tests that received CDC-recommended treatment, by STD (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> F. Conduct STD screening among people who are homeless or unstably housed, including referrals/linkage to family planning, preconception, or prenatal care for pregnant people experiencing homelessness.</p>	<p>Description of outreach and testing submitted to CDPH.</p> <ul style="list-style-type: none"> <li>• Number of people receiving STD testing.</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2%).</li> <li>• Number and percent of people diagnosed with STDs that received treatment, by STD. (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> G. Provide comprehensive case management for pregnant</p>	<ul style="list-style-type: none"> <li>• Description of case management submitted to CDPH. Number of pregnant people diagnosed with syphilis provided referrals.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>

**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>people diagnosed with syphilis, including referrals to prenatal care, housing, drug treatment, syringe exchange programs, transportation, and/or social services.</p>		
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> H. Additional innovative and impactful activity you plan to undertake, and complete the SOW Narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care. (Please describe below in SOW narrative.)</p>	<p>Please propose indicators, deliverables and outcomes of success.</p>	<p>7/1/2022 – 6/30/2024</p>
<p>I. Assess HIV status of people tested for STDs and link to HIV testing, HIV PrEP or HIV care, as appropriate.</p>	<p>Description of process for integrating HIV prevention into STD testing and outreach activities submitted to CDPH.</p>	<p>7/1/2022 – 6/30/2024</p>
<p>J. Facilitate HIV prevention among STD cases.</p>	<p>Indicators measured via CalREDIE:</p> <ul style="list-style-type: none"> <li>• Number and percent of early syphilis cases newly diagnosed with HIV, among those not HIV-positive.</li> <li>• Number and percent of early syphilis cases/partners with new HIV diagnosis that were linked to HIV care within 30 days of HIV test.</li> <li>• Number and percent of HIV-negative early syphilis cases/partners, referred to PrEP.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p><b>Optional:</b></p> <p><input checked="" type="checkbox"/> K. Place a checkmark in the box if Grantee plans to subcontract any activities from Part II.</p> <p><b>SOW Narrative:</b> Specify whether the LHJ or a subcontracted CBO will complete the activities and deliverables listed above under Part II by placing a checkmark in the appropriate box under each activity. Describe the approach that will be used to complete the activities selected for this objective, including the approximate beginning and ending month and year for each major activity.</p> <p>Provide the name of the subcontractor if known; otherwise indicate "TBD" for the name of the subcontractor. TBD</p>		
<p>A – Provision of routine, universal testing for gonorrhea and chlamydia for incarcerated youth (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>B – Provision of routine, universal testing for syphilis for incarcerated people (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>C – Use technology, telehealth, and digital platforms and applications (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>D – Use state-of-the-art testing modalities (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>

**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>E – Community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis (OPTIONAL)</p> <p><input type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: Expand and increase STD testing to high risk persons who would otherwise not elect to test due to various barriers.</p> <p>Indicators:</p> <ul style="list-style-type: none"> <li>• Nubmer of tests conducted</li> <li>• Number of persons treated or linked to treatment</li> <li>• Demographic summary of persons tested</li> </ul> <p>Name of subcontractor, if applicable: TBD</p>	<p>7/1/2022 – 6/30/2024</p>
<p>F – STD screening among homeless or unstably housed people (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>G – Comprehensive case management for pregnant people diagnosed with syphilis (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>H – Additional innovative and impactful activity (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>I - HIV status of people tested for STDs and linkage to HIV testing, HIV PrEP or HIV care (REQUIRED)</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity  <input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: Reported cases of Chlamydia, Gonorrhea and Syphillis will be linked to HIV testing and PrEP or care as appropriate depending on test results.</p>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
	Name of subcontractor, if applicable: TBD	
J – Facilitate HIV prevention among STD cases (REQUIRED)  <input checked="" type="checkbox"/> LHJ will conduct this activity <input checked="" type="checkbox"/> CBO will conduct this activity	Brief description of activity: Targeted STD cases will be provided HIV prevention education and referred to HIV PrEP services or HIV Care services  Name of subcontractor, if applicable: TBD	7/1/2022 – 6/30/2024

**Part III: Partnerships: Increase community-level capacity to deliver STD screening, testing, treatment and linkages to services for vulnerable and underserved clients at high risk for STD**

LHJs are required to participate in all required activities (A and B). Place a checkmark in the box for the optional activity (C) to propose an innovative evidence-based practice. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care.

Please complete the grant activities narrative section indicating whether the LHJ or a subcontracted CBO will complete the activities in this section.

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
A. Develop and maintain local (and, where relevant, regional) partnerships with stakeholders such as public and private health plans, federally qualified health centers, rural health clinics, Indian health organizations, hospitals, labor and delivery, prenatal, and family planning settings, laboratories, pharmacies, substance use and behavioral health treatment programs, syringe exchange programs, housing services programs, HIV/HCV programs,	Summary of barriers identified and strategies developed and implemented through new and existing partnerships, coalitions, task forces, and/or work groups and outcome of those partnerships in improving STD prevention, screening, diagnosis, linkages to care, and treatment for vulnerable and underserved individuals.	7/1/2022 – 6/30/2024

**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>people from populations at risk of STD, correctional partners, and other partners to assess barriers and develop and implement strategies for improving the accessibility of STD prevention, screening, diagnosis, navigation, linkages to care, and treatment for vulnerable and underserved individuals.</p>		
<p>B. Collaborate with programs providing services to people who are pregnant (e.g., Maternal/Child Health Programs, prenatal and labor and delivery providers, outreach programs) to increase access to and engagement with prenatal care for pregnant people at risk for syphilis (e.g., those experiencing homelessness, using drugs, or who are incarcerated).</p>	<p>Summary of barriers identified and strategies developed and implemented to increase engagement with prenatal care for pregnant people at risk for syphilis.</p>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> C. Additional innovative and impactful activity you plan to undertake, and complete the SOW Narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care. (Please describe below.)</p>	<p>Please propose indicators, deliverables and outcomes of success.</p>	<p>7/1/2022 – 6/30/2024</p>
<p><b>Optional:</b></p> <p>✓ Place a checkmark in the box if Grantee plans to subcontract for any activities in Part III.</p> <p><b>SOW Narrative:</b> Specify whether the LHJ or a subcontracted CBO will complete the activities and deliverables listed above under Part II by placing a checkmark in the appropriate box for each activity. Describe the approach that will be used to complete the activities selected for this objective, including the approximate beginning and ending month and year for each major activity.</p> <p>Provide the name of the subcontractor if known; otherwise indicate “TBD” for the name of the subcontractor.</p>		



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
A – Local/regional partnerships with stakeholders (REQUIRED)  <input checked="" type="checkbox"/> LHJ will conduct this activity <input type="checkbox"/> CBO will conduct this activity	Brief description of activity: LHJ will participate in local and regional colaboratives with stakeholders.  Name of subcontractor, if applicable:	7/1/2022 – 6/30/2024
B – Collaborate with programs providing services to people who are pregnant (REQUIRED)  <input checked="" type="checkbox"/> LHJ will conduct this activity <input checked="" type="checkbox"/> CBO will conduct this activity	Brief description of activity: LHJ and CBO will develop and expand partneships with traditional and non-traditional partners.  Name of subcontractor, if applicable: TBD	7/1/2022 – 6/30/2024
C – Additional innovative and impactful activity (OPTIONAL)  <input checked="" type="checkbox"/> Activity will not be conducted <input type="checkbox"/> LHJ will conduct this activity <input type="checkbox"/> CBO will conduct this activity	Brief description of activity:   Name of subcontractor, if applicable:	7/1/2022 – 6/30/2024

**Part IV: Fund Community-Based Organizations for STD prevention activities**

LHJs are required to subcontract out no less than 50 percent of the funds to one or more CBOs or **nonprofit health care providers**, provided that there are CBOs or **nonprofit health care providers** in the jurisdiction that provide these activities and demonstrate the ability to identify priority target populations, satisfactorily describe outreach protocols, include/describe community resources for prevention and control activities, **engage representatives from impacted communities in the development of outreach activities and facilitate expanded access to sexually transmitted infection (STI) clinical services, including, but not limited to, LGBTQ+ populations, including those who face confidentiality barriers in using their health coverage to receive STI testing, treatment, and related care.** If the Grantee determines that no CBOs or **nonprofit health care providers** existing within the local health jurisdiction meet the criteria specified in H&SC Section 120511, then the Grantee shall submit written documentation demonstrating this fact to CDPH, which CDPH will review on a case-by-case basis.

**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>A. Develop a mechanism for selecting and funding CBO(s) with capacity to reach priority target populations, satisfactorily describe outreach protocols, and include community resources for prevention and control activities.</p>	<ul style="list-style-type: none"> <li>• Selection method submitted to CDPH in writing.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p>B. Develop and implement a program evaluation plan to monitor CBO performance. Collect data on required metrics, monitor performance, and provide quality assurance and quality improvement assistance where needed.</p>	<ul style="list-style-type: none"> <li>• Program evaluation plan developed and submitted to CDPH. LHJs must demonstrate that the CBO has (1) identified and reached priority target populations, (2) satisfactorily described its outreach protocols, and (3) included community resources for prevention and control activities.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

**5. Summary of Required Reports and Data**

<b>Frequency</b>	<b><sup>2</sup>Timeframe</b>	<b><sup>3</sup>Deadline</b>	<b>Activities</b>	<b>Report Recipient</b>
Semi-Annual (Narrative summary reports)	Fiscal Year 1 07/01/22 – 12/31/22 01/01/23 – 06/30/23	Fiscal Year 1 07/31/23	Part I - IV	<a href="mailto:STDLHJContracts@cdph.ca.gov">STDLHJContracts@cdph.ca.gov</a>
	Fiscal Year 2 07/01/23 – 12/31/23 01/01/24 – 06/30/24	Fiscal Year 2 12/31/23 6/30/24		
Quarterly (Aggregate client services data reports)	Year 1 01/01/23 – 03/31/23 04/01/23 – 06/30/23	Year 1 04/15/23 07/31/23	Part II	Secure file transfer protocol; CalREDIE
	Year 2 07/01/23 – 09/30/23 10/01/23 – 12/31/23	Year 2 10/31/23 12/31/23		
	01/01/24 – 03/31/24	04/15/24		
	04/01/24 – 06/30/24	06/30/24		

<sup>2</sup> Timeframe dates are subject to change and will not require an amendment to the grant agreement.

<sup>3</sup> Deadline dates are subject to change and will not require an amendment to the grant agreement.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

A. Upon completion of project activities as provided in Exhibit A – Attachment 1, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than quarterly in arrears to:

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

Electronic invoice submissions can be transmitted via email to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A – Attachment 1 under this Grant.
- 2) Be submitted electronically. Mailed hard copies are not required.
- 3) Bear the Grantee's name as shown on the Grant.
- 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.

D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

E. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**Exhibit B**  
Budget Detail and Payment Provisions

**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.

**4. Timely Submission of Final Invoice**

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

**5. Travel and Per Diem Reimbursement**

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

**Exhibit B**  
Budget Detail and Payment Provisions

- B. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:
1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression.
  2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.
  3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.

The California Attorney General's webpage lists the states to where travel is prohibited.

- C. The total budget amount for out-of-state travel shall not exceed five (5) percent of the total annual budget of this grant agreement.

**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. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

**7. Proper Use of Funds**

- A. The funds for this grant agreement **may be used** for:
1. Local health jurisdiction staff to support STD prevention and control activities.
  2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 5.B. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.



**Exhibit B**  
Budget Detail and Payment Provisions

3. In-state travel to support local capacity building, except to prohibited states as provided in 5.B. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to STD prevention and control.
  4. STD test kits and other testing supplies.
  5. STD treatment (i.e., Suprax, Azithromycin, Bicillin, Ceftriaxone, Doxycycline)
  6. Condoms.
  7. Provider education materials.
  8. Client education materials.
- B. The funds for this grant agreement **may be used for the following items, with supportive justification, tracking, and reporting of outcomes:**
1. Incentives such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives.
    - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g. client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
    - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution and client outcomes.
    - c. Incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
    - d. There is no prepayment for incentives. The LHJ will only be reimbursed for the amount of incentives distributed during each quarter.
    - e. The use of incentives must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
  2. Material support items, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs.
    - a. The use of material support items must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
  3. BMMs and material support items are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STD control and prevention activities. Receipt of a BMM and/or material support items requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs and/or material support items in a secure location), and accountability of the BMMs and/or material support items. The Grantee will prepare a log sheet that will track and identify each of the BMMs and/or material support items, value, transfer date, and recipient.

**Exhibit B**  
Budget Detail and Payment Provisions

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

**EXHIBIT C**  
**STANDARD GRANT CONDITIONS**

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



- 7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 8. GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

**15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

**16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

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

**19. STATE-FUNDED RESEARCH GRANTS:**

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



**Exhibit D**  
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.

**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 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 Grant Activities 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.

**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. 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.



**Exhibit D**  
Additional Provisions

- 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.

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

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

**Exhibit D**  
Additional Provisions

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

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

## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

#### 1. Overview

The California Department of Public Health (CDPH) STD Control Branch (STDCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB local assistance funds.

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

#### 2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful STD, HIV and/or HCV prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB website:  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for STD screening, treatment, control and prevention as promulgated by:
  1. California Department of Public Health  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
  2. Centers for Disease Control and Prevention  
<https://www.cdc.gov/std/>



**Exhibit E**

**STD Local Assistance Funds – Standards and Procedures**

- E. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance STD awareness, prevention, testing, linkage to care, and care coordination funded with these dollars with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful STD interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH STDCB upon completion and with the annual progress report, and upon request from CDPH, as relevant.
- F. Submit information and reports as requested by the CDPH STDCB.
- G. Ensure the use of a competitive bid process in the selection of all subcontracts. If the subcontract is one where the LHJ has a current agreement with, indicate the date the agreement was effective. If the CBO is a non-profit agency as defined by Internal Revenue Code 501(c), ensure the LHJ has a current letter on file from the Internal Revenue Service for the CBO.

**3. Reporting Requirements**

**A. Case Report, Laboratory, and Interview Record**

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

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

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

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the

## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

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

2. Syphilis cases and congenital syphilis case investigations are to be reported according to updated CDPH STDCB protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will complete and close investigations in CalREDIE within 45 days of initial report to local health department.
3. Chlamydia and gonorrhea reports are automatically initiated through CalREDIE with electronic laboratory report information, data entry of laboratory, or provider report.
4. Cases of gonorrhea with suspected treatment failure or with high minimum inhibitory concentrations (MIC) to CDC-recommended treatment should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
5. Suspected or confirmed cases of lymphogranuloma venereum, and chancroid should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
6. Grantees will participate in STD-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email [STDCalREDIE@cdph.ca.gov](mailto:STDCalREDIE@cdph.ca.gov).

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

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



## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

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

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

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

#### **B. Performance Measurement and Program Evaluation**

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

#### **C. Data Security and Confidentiality**

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to STD data.

#### **D. Outbreak Reporting**

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

#### **E. Financial Expenditures and Reporting**

Grantees must maintain records reflecting actual expenditures. Please see the CDPH STDCB Use of Local Assistance Funds document for guidance on allowable and non-allowable expenditures.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UseofLocalAssistanceFunds.pdf>. The CDPH STDCB reserves the



## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

#### **F. Performance Progress Reporting**

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov).

#### **G. Reporting Use of Incentives**

Acceptable incentives include items such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification material, and accompanied by a targeted distribution plan and tracking/reporting/outcome log. When using incentives to achieve the goals and objectives outlined in the Grant Activities, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.

**Exhibit E**

**STD Local Assistance Funds – Standards and Procedures**

5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.

**H. Reporting Use of Material Support**

Acceptable material support includes, but it is not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits. All proposals for material support items must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use, targeted distribution plan and tracking/reporting/outcome log. When using material support items to achieve the goals and objectives outlined in Exhibit A – Attachment 1 - Grant Activities, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the material support item name, denomination, date purchased, reason for disbursement, the recipient of the material support item, and the issue date (see attached log).
2. Each participant receiving material support item must complete a Subject Payment Receipt at the time the material support item is issued. The Subject Payment Receipt must be kept in a secure location.
3. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.
4. The Subject Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.

**4. Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**

- A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
- B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach:

"Breach" means:

    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
  - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
  4. a description of the probable and proximate causes of the breach or security incident; and
  5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.



**Exhibit F**

Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413  Email: <a href="mailto:CDPH.InfoSecurityOffice@cdph.ca.gov">CDPH.InfoSecurityOffice@cdph.ca.gov</a> Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)****Attachment 1****Contractor Data Security Standards****I. Personnel Controls**

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. *System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

**III. Audit Controls**

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

**V. Paper Document Controls**

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

**Exhibit F**

Information Privacy and Security Requirements

(For Non-HIPAA/HITECH Act Contracts)

- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

# Sexually Transmitted Disease (STD) and Hepatitis C Virus (HCV) Grant Contacts

California Department of Public Health, Sexually Transmitted Diseases Control Branch

## Regional Capacity Building Coordinators

### Northern Region

Jasmin Delgado [Jasmin.Delgado@cdph.ca.gov](mailto:Jasmin.Delgado@cdph.ca.gov)

### Bay Area Region

Cary Escovedo [Cary.Escovedo@cdph.ca.gov](mailto:Cary.Escovedo@cdph.ca.gov)

### Central Inland Region

Sophie Lyons [Sophie.Lyons@cdph.ca.gov](mailto:Sophie.Lyons@cdph.ca.gov)

### Southern Region

Danelle Del Rincon [Danelle.DelRincon@cdph.ca.gov](mailto:Danelle.DelRincon@cdph.ca.gov)

## Grant Managers

### STD Core Grant

Rachel Piper [Rachel.Piper@cdph.ca.gov](mailto:Rachel.Piper@cdph.ca.gov)

Michelle Bull [Michelle.Bull@cdph.ca.gov](mailto:Michelle.Bull@cdph.ca.gov)

### STD Prevention and Collaboration Grant

Adriana Cervantes [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov)

### Syphilis Outbreak Strategy (SOS) Grant

Adriana Cervantes [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov)

### HCV Prevention and Collaboration Grant

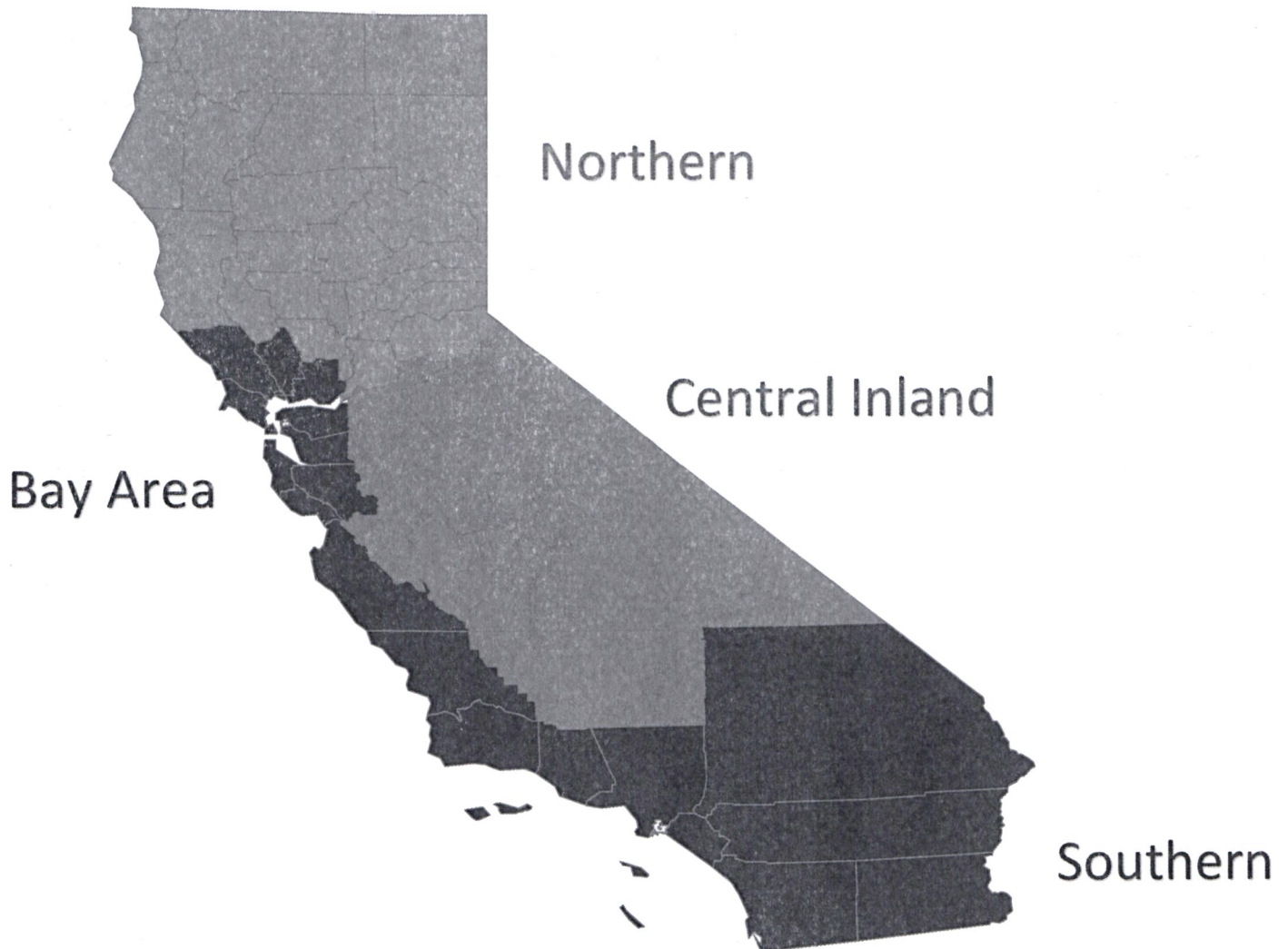
Mike Phan [Mike.Phan@cdph.ca.gov](mailto:Mike.Phan@cdph.ca.gov)

### Congenital Syphilis Grant

Christine Johnson [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov)

### Disease Intervention Specialist Workforce Grant

Christine Johnson [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov)





## Regional Capacity Building Coordinators by LHJ

Local Health Jurisdiction	Region	Capacity Building Coordinator
Alameda	Bay Area	Cary Escovedo
Alpine	Central Inland	Sophie Lyons
Amador	Central Inland	Sophie Lyons
Berkeley	Bay Area	Cary Escovedo
Butte	Northern	Jasmin Delgado
Calaveras	Central Inland	Sophie Lyons
Colusa	Northern	Jasmin Delgado
Contra Costa	Bay Area	Cary Escovedo
Del Norte	Northern	Jasmin Delgado
El Dorado	Northern	Jasmin Delgado
Fresno	Central Inland	Sophie Lyons
Glenn	Northern	Jasmin Delgado
Humboldt	Northern	Jasmin Delgado
Imperial	Southern	Danelle Del Rincon
Inyo	Central Inland	Sophie Lyons
Kern	Central Inland	Sophie Lyons
Kings	Central Inland	Sophie Lyons
Lake	Northern	Jasmin Delgado
Lassen	Northern	Jasmin Delgado
Long Beach	Southern	Danelle Del Rincon
Los Angeles	Southern	Danelle Del Rincon
Madera	Central Inland	Sophie Lyons
Marin	Bay Area	Cary Escovedo
Mariposa	Central Inland	Sophie Lyons
Mendocino	Northern	Jasmin Delgado
Merced	Central Inland	Sophie Lyons
Modoc	Northern	Jasmin Delgado
Mono	Central Inland	Sophie Lyons
Monterey	Bay Area	Cary Escovedo
Napa	Bay Area	Cary Escovedo
Nevada	Northern	Jasmin Delgado

Local Health Jurisdiction	Region	Capacity Building Coordinator
Orange	Southern	Danelle Del Rincon
Pasadena	Southern	Danelle Del Rincon
Placer	Northern	Jasmin Delgado
Plumas	Northern	Jasmin Delgado
Riverside	Southern	Danelle Del Rincon
Sacramento	Northern	Jasmin Delgado
San Benito	Central Inland	Sophie Lyons
San Bernardino	Southern	Danelle Del Rincon
San Diego	Southern	Danelle Del Rincon
San Francisco	Bay Area	Cary Escovedo
San Joaquin	Central Inland	Sophie Lyons
San Luis Obispo	Southern	Danelle Del Rincon
San Mateo	Bay Area	Cary Escovedo
Santa Barbara	Southern	Danelle Del Rincon
Santa Clara	Bay Area	Cary Escovedo
Santa Cruz	Bay Area	Cary Escovedo
Shasta	Northern	Jasmin Delgado
Sierra	Northern	Jasmin Delgado
Siskiyou	Northern	Jasmin Delgado
Solano	Bay Area	Cary Escovedo
Sonoma	Bay Area	Cary Escovedo
Stanislaus	Central Inland	Sophie Lyons
Sutter	Northern	Jasmin Delgado
Tehama	Northern	Jasmin Delgado
Trinity	Northern	Jasmin Delgado
Tulare	Central Inland	Sophie Lyons
Tuolumne	Central Inland	Sophie Lyons
Ventura	Southern	Danelle Del Rincon
Yolo	Northern	Jasmin Delgado
Yuba	Northern	Jasmin Delgado

Exhibit H

**STD Prevention and Collaboration State Local Assistance Grants  
FY 2022 - 2023 Local Health Jurisdiction Allocations**

<b>Grantee</b>	<b>FY 22/23 Allocation</b>
Alameda HD	473,756
Butte	282,054
Contra Costa	412,808
Fresno	459,883
Imperial	294,165
Kern	432,802
Kings	279,903
Long Beach	338,746
Los Angeles HD	1,952,013
Madera	281,584
Merced	305,549
Monterey	330,038
Orange	721,828
Placer	297,834
Riverside	664,594
Sacramento	493,538
San Bernardino	646,194
San Diego	758,630
San Francisco	369,754
San Joaquin	383,446
San Mateo	350,560
Santa Barbara	325,622
Santa Clara	502,002
Shasta	275,240
Solano	316,360
Sonoma	316,397
Stanislaus	345,114
Tulare	349,311
Ventura	377,195
Yuba	263,080
<b>Total</b>	<b>13,600,000</b>

Alameda HD excludes Berkeley; Los Angeles HD excludes Long Beach and Pasadena.

LHJs that comprised 95% of the total early syphilis or congenital syphilis in California were eligible for funding. LHJs not listed did not receive allocations.

Funds allocated using Department of Finance data: 50% population, 25% population in poverty, 25% race/ethnicity (Black/African American, Hispanic/Latinx, Native American/Alaska Native).

Exhibit I

Indirect Cost Rate Applied for 2022/2023

Country/City	Total Personnel Cost	Total Allowable Direct Cost	Federal Cognizant Negotiated Rate	2022/2023 Notes
Alameda County	25%			Submitted ICR was above cap
Alpine County		15%		Submitted ICR was above cap
Amador County	25%			Submitted ICR was above cap
Berkeley	10%			LHD did not submit ICR for the second year in row
Butte County	25%			Submitted ICR was above cap
Calaveras County	25%			Submitted ICR was above cap
Colusa County	25%			Submitted ICR was above cap
Contra Costa	10.48%			
Del Norte County	25%			Submitted ICR was above cap
El Dorado County	25%			Submitted ICR was above cap
Fresno County	18.82%			
Glenn County	25%			Submitted ICR was above cap
Humboldt County	25%			Submitted ICR was above cap
ICR Demo	10%			LHD did not submit ICR for the second year in row
Imperial County	25%			Submitted ICR was above cap
Inyo County	25%			Submitted ICR was above cap
Kern County	25%			Submitted ICR was above cap
Kings County	19%			
Lake County	25%			Submitted ICR was above cap
Lassen County	25%			Submitted ICR was above cap
Long Beach	25%			Submitted ICR was above cap
Los Angeles County	15.61%		30.90%	
Madera County	25%			Submitted ICR was above cap
Marin County	25%		Actual Costs	Submitted ICR was above cap
Mariposa County	25%			Submitted ICR was above cap
Mendocino County	25%			Submitted ICR was above cap
Merced County	25%			Submitted ICR was above cap

Country/City	Total Personnel Cost	Total Allowable Direct Cost	Federal Cognizant Negotiated Rate	2022/2023 Notes
Modoc County	18.52%			
Mono County	25%			Submitted ICR was above cap
Monterey County	25%			Submitted ICR was above cap
Napa County	25%			Submitted ICR was above cap
Nevada County	25%			Submitted ICR was above cap
Orange County	20.72%			
Pasadena	25%			Submitted ICR was above cap
Placer County	25%			Submitted ICR was above cap
Plumas County	25%			Submitted ICR was above cap
Riverside County	25%			Submitted ICR was above cap
Sacramento County	12.8%			
San Benito County	25%			Submitted ICR was above cap
San Bernardino County	17.29%			
San Diego County	25%			Submitted ICR was above cap
San Francisco	24.68%			
San Joaquin County	25%			Submitted ICR was above cap
San Luis Obispo County	20.85%			
San Mateo County	25%			Submitted ICR was above cap
Santa Barbara County	19.54%			
Santa Clara County	25%			Submitted ICR was above cap
Santa Cruz County	19.03%			
Shasta County	25%			Submitted ICR was above cap
Sierra County	25%			Submitted ICR was above cap
Siskiyou County	25%			Submitted ICR was above cap
Solano County		15%		Submitted ICR was above cap
Sonoma County	25%			Submitted ICR was above cap
Stanislaus County	25%			Submitted ICR was above cap
Sutter County	25%			Submitted ICR was above cap
Tehama County	23.63%			
Trinity County	25%			Submitted ICR was above cap



Country/City	Total Personnel Cost	Total Allowable Direct Cost	Federal Cognizant Negotiated Rate	2022/2023 Notes
Tulare County	14.61%			
Tuolumne County	25%			Submitted ICR was above cap
Ventura County	13.28%			
Yolo County	25%			Submitted ICR was above cap
Yuba County	25%			Submitted ICR was above cap

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside	95-6000930

By (Authorized Signature)



Printed Name and Title of Person Signing

Kevin Jeffries, Chair, Board of Supervisors

Date Executed	Executed in the County of
4/18/23	Riverside

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By  DEPUTY

## 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 lessor 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](http://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.



TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer

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



GAVIN NEWSOM  
Governor

Letter of Award

DATE: 10/21/2022  
TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS – COUNTY OF RIVERSIDE  
SUBJECT: STD PREVENTION AND COLLABORATION GRANT FUNDING

The California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch is pleased to announce the intent to award State local assistance funds through the **STD Prevention and Collaboration Grant**. The funds must be used for the implementation of public health activities to monitor, investigate, and prevent STDs in collaboration with community-based organizations (CBOs) or nonprofit health care providers within the local health jurisdiction (LHJ). Your agency's annual award is \$664,594 and no less than 50 percent of the funds shall be provided to one or more CBOs or nonprofit health care providers for the purposes consistent with Health and Safety Code Section 120511. To secure these funds, an official grant agreement has been developed and will be executed between your agency and CDPH covering the period of July 1, 2022 through June 30, 2024.

**Grant Activities**

The grant activities are enclosed for your information. You will be responsible for all activities in the grant activities unless they are marked as "Optional."

Parts I through III include an area where you must indicate whether your agency or the CBO will be responsible for completing the required activities. If you plan to participate in an optional activity, you must indicate whether your agency, a CBO, or a nonprofit health care provider will be responsible for completion of the activities.

All LHJs must have at least one selected activity that facilitates expanded access to STD clinical services, including, but not limited to, lesbian, gay, bisexual, transgender, and queer-identified populations, including those who face confidentiality barriers in using their health coverage to receive STI testing, treatment, and related care.

Parts I through III also provides an opportunity for you to propose innovative and impactful activities, as well as corresponding performance indicators and deliverables. The activities may include, but are not limited to, integrated services for STDs, viral hepatitis, HIV, and drug overdose, to the extent they improve health outcomes for people living with, or at risk for, STDs; material support, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STD for purposes consistent with grant activities.



### **Travel Costs in Budget**

The grant budget may include funds for staff to attend the following meetings, conferences, and trainings:

- California STD/HIV Controllers Association annual meeting
- National and Statewide conferences for STD prevention/control, surveillance, and disease intervention; with a priority focus on syphilis and congenital syphilis
- Disease Intervention Specialist training (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI) which replaces CDC's Passport to Partner Services training) for new DIS staff or other training for existing DIS staff).
- Phlebotomy and other clinical related training

The amount of funds allocated for travel may be adjusted or redirected to another line item on a later date to accurately reflect actual planned trips.

### **Indirect Costs**

Beginning with fiscal year (FY) 2014/2015, CDPH negotiated the Indirect Cost Rate (ICR) with each LHJ to standardize the rate. This rate is applied to all contracts and grants that CDPH has with your agency. Please see the attached FY 2022/2023 ICR for your use in completing your budgets. Please note that most LHJs apply the ICR to the total personnel costs only. However, there are a few that apply the rate to the total direct costs (this includes personnel, benefits, operating expenses, travel, and subcontracts line items). Your ICR cannot exceed the negotiated amount, nor can the application of the ICR be changed. However, you may elect to reduce the published Indirect Cost Rate percentage or not include Indirect Costs in the budget.

### **Board of Resolution or Minute Order Requirements**

All agreements with LHJs must have a current Board of Resolution or Minute Order. If the grant is amended during the term of the agreement, a new Board of Resolution or Minute Order must be obtained unless the original resolution clearly states the allowance for amendments, extensions, and renewals to be approved without going through the Board of Supervisors.

### **Terms and Conditions and HIV Confidentiality Documents**

To enhance coordination across CDPH programs and compliance with CDPH regulations and policies, the STD Control Branch has updated guidance documents associated with local assistance funding. Please see the attached Terms and Conditions and Exhibit B, Budget Detail and Payment Provision. Additionally, LHJ staff who work with client-level data will be required to sign confidentiality agreements to ensure appropriate handling and data security of STD/HIV data. As we move toward integration of the two programs, documents such as these will become more streamlined for LHJs.

The grant agreement documents have been prepared by the STD Control Branch, Business Operation Support Section (BOSS) and approved by CDPH – Contracts Management Unit. Your agency's annual award is \$664,594 for FYs 2022-2023 and 2023-2024 and these funds must be expended during the same fiscal year in which they are appropriated.

**In an effort to expedite this grant agreement through the approval process, we request that the following items be returned no later than 11/28/2022 via email at [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov) with a Cc to [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov).**

**1. Exhibit A – Attachment 1 – Grant Activities**

- Fill out Parts I through III

**2. Original copies of the Grant Agreement (CDPH 1229A)**

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

- Due to the continued presence of COVID-19, CDPH is accepting digitally signed grant agreements and electronic submittals. Therefore, until further notice, any documents received electronically will be considered original copies.
- When submitting the grant documents electronically, ensure electronic submittals are “clean and legible,” preferably scanned in color with minimum 300x300 resolution.

**3. One copy of the Board Resolution/Order/Motion, ordinance, or other similar document authorizing execution of the agreement.**

LHJs may exercise their delegated authority to accept and implement this grant amendment and future amendments to support the continuation of STD prevention and control activities.

- **If your next board meeting is scheduled after 11/28/2022, please submit a Letter of Intent to add this amendment to your next board meeting.**
- When you have the documents authorizing the execution of the agreement, please send us a copy of the Board Resolution/Order/Motion or ordinance.

**4. Contractor Certification Clause (CCC 042017)**

**5. Budget for Fiscal Years (FY) 2022-2023 and 2023-2024**

**6. Budget Justification for FYs 2022-2023 and 2023-2024**

Upon final approval of the grant agreement documents, you will receive an executed copy. If you have any questions, please feel free to contact Adriana Cervantes by email at [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov) or Jasmin Delgado [Jasmin.Delgado@cdph.ca.gov](mailto:Jasmin.Delgado@cdph.ca.gov).

Sincerely,

*Rachel Piper*

Rachel Piper, Chief  
Contracts and Purchasing Unit  
Business Operations Support Section  
STD Control Branch



Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch  
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch  
Jasmin Delgado, Acting Northern California Regional Capacity Building Coordinator,  
STD Control Branch  
Danelle Del Rincon, Southern California Regional Capacity Building Coordinator,  
STD Control Branch  
Cary Escovedo, Bay Area Regional Capacity Building Coordinator,  
STD Control Branch  
Sophie Lyons, Central Inland Regional Capacity Building Coordinator,  
STD Control Branch



**Letter of Intent  
for STD Prevention and Collaboration Grant Funding  
Agreement 22-10842**

November 9, 2022

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

RE: Letter of Intent

STD Prevention and Collaboration Grant Funding

Dear Ms. Cervantes:

I am submitting this letter to the California Department of Public Health/STD Control Branch of our intention to add Grant Agreement 22-10842 to the next available Riverside County Board of Supervisors meeting to accept and sign Grant Agreement 22-10842. Expected Board of Supervisors meeting is January 10, 2023. Official documents and Board Resolution authorizing the execution of the Grant Agreement will be provided when available.

Thank you for this opportunity. If you have any questions or concerns, please contact the RUHS- HIV/STD Program at [HIVSTDBranchLeadership@RUHealth.org](mailto:HIVSTDBranchLeadership@RUHealth.org) and/or 951-358-7234.

Sincerely,

A handwritten signature in black ink that reads "Marshare Penny". The signature is written in a cursive style and is positioned above a horizontal line.

Marshare Penny  
Deputy Director  
Riverside University Health System - Public Health

**SCHEDULE A**  
**RUHS - Public Health**  
**Budget Adjustment**  
**Fiscal Year 2022/2023**

**INCREASE IN APPROPRIATIONS:**

10000	-	4200100000	-	510040	Regular Salaries	\$	123,200
10000	-	4200100000	-	518100	Budgeted Benefits	\$	51,744
10000	-	4200100000	-	520230	Cellular Phone	\$	2,000
10000	-	4200100000	-	520320	Telephone Service	\$	2,000
10000	-	4200100000	-	521380	Maint-Copier Machines	\$	1,000
10000	-	4200100000	-	523640	Computer Equip-Non Fixed Asset	\$	8,000
10000	-	4200100000	-	523700	Office Supplies	\$	2,000
10000	-	4200100000	-	523760	Postage-Mailing	\$	500
10000	-	4200100000	-	523800	Printing/Binding	\$	1,946
10000	-	4200100000	-	525440	Professional Services	\$	425,368
10000	-	4200100000	-	527840	Training-Education/Tuition	\$	300
10000	-	4200100000	-	528140	Conference/Registration Fees	\$	300
10000	-	4200100000	-	528920	Car Pool Expense	\$	250
10000	-	4200100000	-	528900	Air Transportation	\$	500
10000	-	4200100000	-	528960	Lodging	\$	250
10000	-	4200100000	-	528980	Meals	\$	250
10000	-	4200100000	-	529040	Private Mileage Reimbursement	\$	1,000
10000	-	4200100000	-	529000	Miscellaneous Travel Expense	\$	150
10000	-	4200100000	-	529060	Public Service Transportation	\$	100
10000	-	4200100000	-	524500	Administrative Support-Direct	\$	43,736
<b>TOTAL INCREASE IN APPROPRIATIONS:</b>						<b>\$</b>	<b>664,594</b>
10000	-	4200100000	-	572200	Intra-Grant	\$	664,594

TOTAL INCREASE IN APPROPRIATIONS: \$ 664,594

New 100% State funding. HS200149, STD Prog Mgmt & Collaboration



**CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM**

**STD Program Management**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**County of Riverside, hereinafter "Grantee"**

**Implementing the "STD Program Management and Collaboration Project," hereinafter  
"Project"**

**GRANT AGREEMENT NUMBER 22-10842**

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 award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to monitor, investigate, and prevent sexually transmitted diseases (STD) in collaboration with community-based organizations (CBOs), or nonprofit health care providers within the local health jurisdiction (LHJ). Funds allocated to the LHJs shall be used for innovative and impactful STD prevention and control activities including, but not limited to, the following: voluntary screening for STDs among inmates and wards of county adult and juvenile correctional facilities; technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment; state-of-the-art testing modalities that ensure swift and accurate screening for and diagnosis of STDs; community-based testing and disease investigation; integrated services for STIs, viral hepatitis, human immunodeficiency virus (HIV) infection, and drug overdose, to the extent they improve health outcomes; and material support including, but not limited to sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs. Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STDs; and implementation of community-based services through partnerships between LHJs, CBOs and nonprofit health care providers.



**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,329,188.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminate on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

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

<b>California Department of Public Health</b>	<b>Grantee: County of Riverside</b>
Name: Karlo Estacio, Assistant Branch Chief STD Control Branch	Name: Lea Morgan, Branch Chief
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Riverside, CA 92503
Phone: (916) 552-9820	Phone: (951) 358-5307
E-mail: <a href="mailto:Karlo.Estacio@cdph.ca.gov">Karlo.Estacio@cdph.ca.gov</a>	E-mail: <a href="mailto:Leamorgan@ruhealth.org">Leamorgan@ruhealth.org</a>

Direct all inquiries to the following representatives:

<b>California Department of Public Health, STD Control Branch</b>	<b>Grantee: County of Riverside</b>
Attention: Adriana Cervantes, Grant Manager	Attention: Jorge Nieto
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600
City, Zip: Sacramento, CA 95899-7377	City, Zip: Riverside, CA 92503
Phone: (279) 667-1464	Phone: (951) 556-0889
E-mail: <a href="mailto:Adriana.Cervantes@cdph.ca.gov">Adriana.Cervantes@cdph.ca.gov</a>	E-mail: <a href="mailto:j.nieto@ruhealth.org">j.nieto@ruhealth.org</a>



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

Remittance Address	
<b>Grantee:</b>	County of Riverside
<b>Attention:</b>	"Cashier": Sheila Brown
<b>Address:</b>	4065 County Circle Drive
<b>City, Zip:</b>	Riverside, CA 92503
<b>Phone:</b>	(951) 358-7448
<b>E-mail:</b>	<a href="mailto:sbrown@ruhealth.org">sbrown@ruhealth.org</a>

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

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

- Exhibit A      AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS
- Exhibit A      ATTACHMENT 1 – GRANT ACTIVITIES, this document is the final Grant Activities and shall be incorporated by reference or attached hereto.

**Note:** Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

- Exhibit B      BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C      STANDARD GRANT CONDITIONS
- Exhibit D      ADDITIONAL PROVISIONS




Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

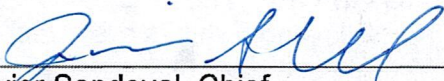
Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

**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: 4/18/23   
Kevin Jeffries, Chair  
Riverside County Board of Supervisors  
P.O. Box 7600  
Riverside, CA 92503

Date: 5-22-23   
Javier Sandoval, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800-1804  
Sacramento, CA 95899-7377

FORM APPROVED COUNTY COUNSEL  
BY Esene Sainz  
DATE 5-17-23

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
BY Kimberly A. Rector  
DEPUTY



**CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM**

**STD Program Management**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**County of Riverside, hereinafter “Grantee”**

**Implementing the “STD Program Management and Collaboration Project,” hereinafter  
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**GRANT AGREEMENT NUMBER 22-10842**

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 award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to monitor, investigate, and prevent sexually transmitted diseases (STD) in collaboration with community-based organizations (CBOs), or nonprofit health care providers within the local health jurisdiction (LHJ). Funds allocated to the LHJs shall be used for innovative and impactful STD prevention and control activities including, but not limited to, the following: voluntary screening for STDs among inmates and wards of county adult and juvenile correctional facilities; technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment; state-of-the-art testing modalities that ensure swift and accurate screening for and diagnosis of STDs; community-based testing and disease investigation; integrated services for STIs, viral hepatitis, human immunodeficiency virus (HIV) infection, and drug overdose, to the extent they improve health outcomes; and material support including, but not limited to sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs. Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STDs; and implementation of community-based services through partnerships between LHJs, CBOs and nonprofit health care providers.



**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,329,188.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminate on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

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

<b>California Department of Public Health</b>	<b>Grantee: County of Riverside</b>
Name: Karlo Estacio, Assistant Branch Chief STD Control Branch	Name: Lea Morgan, Branch Chief
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Riverside, CA 92503
Phone: (916) 552-9820	Phone: (951) 358-5307
E-mail: <a href="mailto:Karlo.Estacio@cdph.ca.gov">Karlo.Estacio@cdph.ca.gov</a>	E-mail: <a href="mailto:Leamorgan@ruhealth.org">Leamorgan@ruhealth.org</a>

Direct all inquiries to the following representatives:

<b>California Department of Public Health, STD Control Branch</b>	<b>Grantee: County of Riverside</b>
Attention: Adriana Cervantes, Grant Manager	Attention: Jorge Nieto
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600
City, Zip: Sacramento, CA 95899-7377	City, Zip: Riverside, CA 92503
Phone: (279) 667-1464	Phone: (951) 556-0889
E-mail: <a href="mailto:Adriana.Cervantes@cdph.ca.gov">Adriana.Cervantes@cdph.ca.gov</a>	E-mail: <a href="mailto:j.nieto@ruhealth.org">j.nieto@ruhealth.org</a>



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

Remittance Address	
<b>Grantee:</b>	<b>County of Riverside</b>
<b>Attention:</b>	<b>"Cashier": Sheila Brown</b>
<b>Address:</b>	<b>4065 County Circle Drive</b>
<b>City, Zip:</b>	<b>Riverside, CA 92503</b>
<b>Phone:</b>	<b>(951) 358-7448</b>
<b>E-mail:</b>	<b><a href="mailto:sbrown@ruhealth.org">sbrown@ruhealth.org</a></b>

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

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

Exhibit A      AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Exhibit A      ATTACHMENT 1 – GRANT ACTIVITIES, this document is the final Grant Activities and shall be incorporated by reference or attached hereto.

**Note:** Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B      BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C      STANDARD GRANT CONDITIONS

Exhibit D      ADDITIONAL PROVISIONS



Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

**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: 4/18/23 \_\_\_\_\_  
Kevin Jeffries, Chair  
Riverside County Board of Supervisors  
P.O. Box 7600  
Riverside, CA 92503

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

FORM APPROVED COUNTY COUNSEL  
BY Esene Sainz  
ESENE SAINZ  
DATE 5-17-23

ATTEST  
KIMBERLY A. RECTOR, Clerk  
BY Kimberly A. Rector  
DEPUTY



# STD Program Management and Collaboration Project Grant Activities

## 1. Service Overview

The Grantee will implement public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) in collaboration with community-based organizations (CBOs)<sup>1</sup>, or nonprofit health care providers within the local health jurisdiction. California Health and Safety Code (H&SC) Section 120551 requires that the department allocate funds to local health jurisdictions for innovative and impactful STD prevention and control activities, including, but not limited to the following: voluntary screening for STDs among inmates and wards of county adult and juvenile correctional facilities; technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment; state-of-the-art testing modalities that ensure swift and accurate screening for and diagnosis of STDs; community-based testing and disease investigation; integrated services for STIs, viral hepatitis, human immunodeficiency virus (HIV) infection, and drug overdose, to the extent they improve health outcomes for people living with, or at risk for STIs; and material support including, but not limited to sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs for purposes consistent with this section. Local health jurisdictions should use these funds to enhance activities already provided for STD prevention and control, and should not replace existing activities.

H&SC Section 120511 also requires that no less than 50 percent of the funds allocated to the LHJs shall be provided to one or more CBOs or nonprofit health care providers for purposes consistent with this section, provided that there are CBOs or nonprofit health care providers in the jurisdiction that provide these activities and demonstrate the ability to identify priority target populations, satisfactorily describe outreach protocols, include/describe community resources for prevention and control activities, engage representatives from impacted communities in the development of outreach activities and facilitate expanded access to sexually transmitted infection (STI) clinical services, including, but not limited to, LGBTQ+ populations, including those who face confidentiality barriers in using their health coverage to receive STI testing, treatment, and related care. If the Contractor determines that no CBOs or nonprofit health care providers existing within the local health jurisdiction meet the criteria specified in H&SC Section 120511, then the Contractor shall submit written documentation demonstrating this fact to CDPH, which CDPH will review on a case-by-case basis.

California Department of Public Health (CDPH) STD surveillance data indicate that over the past five years, there were continued increases in infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection across the state. The increases in syphilis among women, including pregnant women, and the devastating impact of congenital syphilis is of particular concern.

Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STD; and implementation of community-based services through partnerships between public health and CBOs or nonprofit health care providers.

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<sup>1</sup> A CBO is defined as a private entity that is a nonprofit corporation [Int. Rev Code Section 501(c)] operating at the local level with extensive experience serving persons living with or at risk for STDs. CBOs may include community health centers, syringe service programs, and non-profit drug treatment programs.



## **STD Program Management and Collaboration Project Grant Activities**

All Grantees must adhere to the grant activities, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

### **2. Service Location**

The services shall be performed at applicable facilities within the Grantee's jurisdiction.

### **3. Service Hours**

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

### **4. Services to be Performed: Collaboration with CBOs to implement core STD prevention and control**

See the attached grant activities as follows for a description of the services to be performed.

**STD Program Management and Collaboration Project  
Grant Activities**

**Part I: Supplement to Core STD Public Health Services – Surveillance and Disease Intervention**

LHJs are required to participate in all required activities (A through D), as well as at least one of the optional activities listed (E or F). Place a checkmark in the box for the optional activity you plan to participate in and complete the grant activities narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care.

Please complete the grant activities narrative section indicating whether the LHJ or a subcontracted CBO will complete activities E or F in this section.

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Assure completeness and accuracy of key data variables through review of laboratory and provider reports, local surveillance system documentation (e.g., CalREDIE), and public health follow-up of early syphilis cases.</p>	<ul style="list-style-type: none"> <li>• Percent of female syphilis cases (all stages) with complete data for the following:               <ul style="list-style-type: none"> <li>○ Pregnancy status (females ages 12-44)</li> <li>○ Estimated Date of Delivery (EDD), if pregnant</li> <li>○ Treatment date, stage-appropriate medication and dosage</li> <li>○ HIV status</li> </ul> </li> <li>• Percent of neonates exposed to syphilis with documented birth outcome and appropriate classification on the Congenital Syphilis Case Report Form.</li> <li>• Percent of male primary and secondary syphilis cases with complete data for the following: treatment date, stage-appropriate medication/dosage, HIV status and gender of sex partners.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p>B. Ensure all staff with access to STD data complete the CDPH required confidentiality and data security training and maintain on file the associated confidentiality agreements.</p>	<ul style="list-style-type: none"> <li>• Confidentiality and data security training agreements are maintained in the LHJ.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p>C. Establish a local protocol for conducting case follow up on newly reported cases of syphilis, including reports on neonates, women of childbearing age, and early syphilis among men.</p>	<ul style="list-style-type: none"> <li>• Syphilis case follow-up protocol submitted to CDPH within 90 days of award.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>D. Ensure timely investigation of all reported reactive serologic tests for syphilis according to local protocol and CDPH recommendations.</p>	<ul style="list-style-type: none"> <li>• Percent of neonates exposed to syphilis with appropriate infant medical evaluation and treatment per CDC recommendations.</li> <li>• Percent of early syphilis cases among prioritized population (pregnant women, men who have sex with women, MSM) with at least one partner treated within 30 days before or after index client specimen collection.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input checked="" type="checkbox"/> E. Use technology, telehealth, and digital platforms and applications to enhance immediate access to partner notification and treatment.</p>	<ul style="list-style-type: none"> <li>• Number of syphilis cases for which digital platforms are used for partner notification.</li> <li>• Number and percent of partners notified of exposure to STD.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> F. Additional innovative and impactful activity you plan to undertake. Complete the SOW Narrative section, ensuring all program activities, including innovative projects, support the outcome measures of increased screening, treatment and linkage to care. (Please describe below.)</p>	<p>Please propose indicators, deliverables and outcomes of success.</p>	<p>7/1/2022 – 6/30/2024</p>

**Optional:**

G. Place a checkmark in the box if Grantee plans to subcontract any activities from Part I.

**SOW Narrative:** Specify whether the LHJ or a subcontracted CBO will complete the activities and deliverables listed above under Part I Activities E or F by placing a checkmark in the appropriate box under each activity. Describe the approach that will be used to complete the activities selected for this objective, including the approximate beginning and ending month and year for each major activity.

Provide the name of the subcontractor if known; otherwise indicate "TBD" for the name of the subcontractor.

**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>E – Use technology, telehealth, and digital platforms and applications. (OPTIONAL)</p> <p><input type="checkbox"/> Activity will not be conducted  <input checked="" type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>RUHS-PH will acquire access to and utilize new technologies like Manifest MedEx to set alerts for hard to reach cases or cases that have fallen out of care. Manifest MedEx has the capability to notify LHJs when caes of interest receive care in a participating facility.</p> <ul style="list-style-type: none"> <li>- Number of cases for which Manifest MedEx alerts are set up.</li> <li>- Number and percent of cases LHJ is notified of care.</li> <li>- Number and percent of cases LHJ receives alerts for and are linked to care or located.</li> </ul> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>F – Additional innovative and impactful activity (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:  Name of subcontractor, if applicable: N/A</p>	<p>7/1/2022 – 6/30/2024</p>

**Part II: STD testing, treatment, and referral to other services among vulnerable and underserved clients at high risk for STD**

LHJs are required to participate in all required activities (I through K), as well as at least one of the optional activities listed (A through H). Place a checkmark in the box for the optional activity you plan to participate in and complete the grant activities narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care.

Please complete the grant activities narrative section indicating whether the LHJ or a subcontracted CBO will complete the activities in this section.

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity</b></p> <p><input type="checkbox"/> A. Conduct or ensure the provision of routine, universal testing for gonorrhea and chlamydia among</p>	<p>Per juvenile correctional facility:</p> <ul style="list-style-type: none"> <li>• Number of people booked.</li> <li>• Number who were tested for STDs.</li> <li>• Number and percent of people who tested that were diagnosed with</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>people who are incarcerated in county juvenile correctional facilities, as close to booking as possible.</p>	<p>chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</p> <ul style="list-style-type: none"> <li>• Number and percent of people who tested positive that received CDC recommended treatment, by STD (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity</b></p> <p><input type="checkbox"/> B. Conduct or ensure the provision of routine, universal testing for syphilis among people who are incarcerated in county jails with a positivity of 2% or more, as close to booking as possible.</p>	<p>Per county jail facility:</p> <ul style="list-style-type: none"> <li>• Number of people booked.</li> <li>• Number and percent of people who received STD testing (Target: 80%).</li> <li>• Number and percent of people who tested that were diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</li> <li>• Number and percent of people who tested positive that received CDC recommended treatment, by STD (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> C. Use technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing, and treatment.</p>	<p>Description of digital platforms submitted to CDPH.</p> <ul style="list-style-type: none"> <li>• Number of people receiving STD tests via platform.</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</li> <li>• Number and percent of people with positive tests that received CDC-recommended treatment, by STD. (Target: at least 90%).</li> <li>• Number of EPT doses dispensed</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> D. Use state-of-the-art testing modalities that ensure swift and</p>	<p>Description of testing modalities used submitted to CDPH.</p> <ul style="list-style-type: none"> <li>• Number of people receiving STD testing via modality</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea,</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>accurate screening for, and diagnosis of, STDs.</p>	<p>or syphilis, by STD (Target: at least 2% for any STD).</p> <ul style="list-style-type: none"> <li>• Number and percent of people with positive tests that received CDC-recommended treatment, by STD. (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input checked="" type="checkbox"/> E. Conduct community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis. Priority populations include people who are African American/Black; lesbian, gay, bisexual, or transgender (LGBT); and people who can become pregnant who are at risk of syphilis.</p>	<p>Description of community-based testing submitted to CDPH, including populations prioritized for screening, STD tests offered, and anatomic sites being tested.</p> <ul style="list-style-type: none"> <li>• Number of people receiving community-based testing for STDs.</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD).</li> <li>• Number and percent of people with positive tests that received CDC-recommended treatment, by STD (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> F. Conduct STD screening among people who are homeless or unstably housed, including referrals/linkage to family planning, preconception, or prenatal care for pregnant people experiencing homelessness.</p>	<p>Description of outreach and testing submitted to CDPH.</p> <ul style="list-style-type: none"> <li>• Number of people receiving STD testing.</li> <li>• Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2%).</li> <li>• Number and percent of people diagnosed with STDs that received treatment, by STD. (Target: at least 90%).</li> <li>• Number of EPT doses dispensed.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> G. Provide comprehensive case management for pregnant</p>	<ul style="list-style-type: none"> <li>• Description of case management submitted to CDPH. Number of pregnant people diagnosed with syphilis provided referrals.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>

**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>people diagnosed with syphilis, including referrals to prenatal care, housing, drug treatment, syringe exchange programs, transportation, and/or social services.</p>		
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> H. Additional innovative and impactful activity you plan to undertake, and complete the SOW Narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care. (Please describe below in SOW narrative.)</p>	<p>Please propose indicators, deliverables and outcomes of success.</p>	<p>7/1/2022 – 6/30/2024</p>
<p>I. Assess HIV status of people tested for STDs and link to HIV testing, HIV PrEP or HIV care, as appropriate.</p>	<p>Description of process for integrating HIV prevention into STD testing and outreach activities submitted to CDPH.</p>	<p>7/1/2022 – 6/30/2024</p>
<p>J. Facilitate HIV prevention among STD cases.</p>	<p>Indicators measured via CalREDIE:</p> <ul style="list-style-type: none"> <li>• Number and percent of early syphilis cases newly diagnosed with HIV, among those not HIV-positive.</li> <li>• Number and percent of early syphilis cases/partners with new HIV diagnosis that were linked to HIV care within 30 days of HIV test.</li> <li>• Number and percent of HIV-negative early syphilis cases/partners, referred to PrEP.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p><b>Optional:</b></p> <p><input checked="" type="checkbox"/> K. Place a checkmark in the box if Grantee plans to subcontract any activities from Part II.</p> <p><b>SOW Narrative:</b> Specify whether the LHJ or a subcontracted CBO will complete the activities and deliverables listed above under Part II by placing a checkmark in the appropriate box under each activity. Describe the approach that will be used to complete the activities selected for this objective, including the approximate beginning and ending month and year for each major activity.</p> <p>Provide the name of the subcontractor if known; otherwise indicate "TBD" for the name of the subcontractor. TBD</p>		
<p>A – Provision of routine, universal testing for gonorrhea and chlamydia for incarcerated youth (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>B – Provision of routine, universal testing for syphilis for incarcerated people (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>C – Use technology, telehealth, and digital platforms and applications (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>D – Use state-of-the-art testing modalities (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p>   <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>E – Community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis (OPTIONAL)</p> <p><input type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: Expand and increase STD testing to high risk persons who would otherwise not elect to test due to various barriers.</p> <p>Indicators:</p> <ul style="list-style-type: none"> <li>• Number of tests conducted</li> <li>• Number of persons treated or linked to treatment</li> <li>• Demographic summary of persons tested</li> </ul> <p>Name of subcontractor, if applicable: TBD</p>	<p>7/1/2022 – 6/30/2024</p>
<p>F – STD screening among homeless or unstably housed people (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>G – Comprehensive case management for pregnant people diagnosed with syphilis (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>H – Additional innovative and impactful activity (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>I - HIV status of people tested for STDs and linkage to HIV testing, HIV PrEP or HIV care (REQUIRED)</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity  <input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: Reported cases of Chlamydia, Gonorrhea and Syphilis will be linked to HIV testing and PrEP or care as appropriate depending on test results.</p>	<p>7/1/2022 – 6/30/2024</p>

**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
	Name of subcontractor, if applicable: TBD	
<p>J – Facilitate HIV prevention among STD cases (REQUIRED)</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: Targeted STD cases will be provided HIV prevention education and referred to HIV PrEP services or HIV Care services</p> <p>Name of subcontractor, if applicable: TBD</p>	7/1/2022 – 6/30/2024

**Part III: Partnerships: Increase community-level capacity to deliver STD screening, testing, treatment and linkages to services for vulnerable and underserved clients at high risk for STD**

LHJs are required to participate in all required activities (A and B). Place a checkmark in the box for the optional activity (C) to propose an innovative evidence-based practice. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care.

Please complete the grant activities narrative section indicating whether the LHJ or a subcontracted CBO will complete the activities in this section.

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Develop and maintain local (and, where relevant, regional) partnerships with stakeholders such as public and private health plans, federally qualified health centers, rural health clinics, Indian health organizations, hospitals, labor and delivery, prenatal, and family planning settings, laboratories, pharmacies, substance use and behavioral health treatment programs, syringe exchange programs, housing services programs, HIV/HCV programs,</p>	<p>Summary of barriers identified and strategies developed and implemented through new and existing partnerships, coalitions, task forces, and/or work groups and outcome of those partnerships in improving STD prevention, screening, diagnosis, linkages to care, and treatment for vulnerable and underserved individuals.</p>	7/1/2022 – 6/30/2024



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>people from populations at risk of STD, correctional partners, and other partners to assess barriers and develop and implement strategies for improving the accessibility of STD prevention, screening, diagnosis, navigation, linkages to care, and treatment for vulnerable and underserved individuals.</p>		
<p>B. Collaborate with programs providing services to people who are pregnant (e.g., Maternal/Child Health Programs, prenatal and labor and delivery providers, outreach programs) to increase access to and engagement with prenatal care for pregnant people at risk for syphilis (e.g., those experiencing homelessness, using drugs, or who are incarcerated).</p>	<p>Summary of barriers identified and strategies developed and implemented to increase engagement with prenatal care for pregnant people at risk for syphilis.</p>	<p>7/1/2022 – 6/30/2024</p>
<p><b>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</b></p> <p><input type="checkbox"/> C. Additional innovative and impactful activity you plan to undertake, and complete the SOW Narrative section. All program activities, including innovative projects, should support the outcome measures of increased screening, treatment and linkage to care. (Please describe below.)</p>	<p>Please propose indicators, deliverables and outcomes of success.</p>	<p>7/1/2022 – 6/30/2024</p>

**Optional:**

- ✓ Place a checkmark in the box if Grantee plans to subcontract for any activities in Part III.

**SOW Narrative:** Specify whether the LHJ or a subcontracted CBO will complete the activities and deliverables listed above under Part II by placing a checkmark in the appropriate box for each activity. Describe the approach that will be used to complete the activities selected for this objective, including the approximate beginning and ending month and year for each major activity.

Provide the name of the subcontractor if known; otherwise indicate "TBD" for the name of the subcontractor.



**STD Program Management and Collaboration Project  
Grant Activities**

Activities	Performance Indicators/Deliverables	Timeline
<p>A – Local/regional partnerships with stakeholders (REQUIRED)</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: LHJ will participate in local and regional colaboratives with stakeholders.</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>
<p>B – Collaborate with programs providing services to people who are pregnant (REQUIRED)</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity  <input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity: LHJ and CBO will develop and expand partneships with traditional and non-traditional partners.</p> <p>Name of subcontractor, if applicable: TBD</p>	<p>7/1/2022 – 6/30/2024</p>
<p>C – Additional innovative and impactful activity (OPTIONAL)</p> <p><input checked="" type="checkbox"/> Activity will not be conducted  <input type="checkbox"/> LHJ will conduct this activity  <input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Name of subcontractor, if applicable:</p>	<p>7/1/2022 – 6/30/2024</p>

**Part IV: Fund Community-Based Organizations for STD prevention activities**

LHJs are required to subcontract out no less than 50 percent of the funds to one or more CBOs or **nonprofit health care providers**, provided that there are CBOs or **nonprofit health care providers** in the jurisdiction that provide these activities and demonstrate the ability to identify priority target populations, satisfactorily describe outreach protocols, include/describe community resources for prevention and control activities, **engage representatives from impacted communities in the development of outreach activities and facilitate expanded access to sexually transmitted infection (STI) clinical services, including, but not limited to, LGBTQ+ populations, including those who face confidentiality barriers in using their health coverage to receive STI testing, treatment, and related care.** If the Grantee determines that no CBOs or **nonprofit health care providers** existing within the local health jurisdiction meet the criteria specified in H&SC Section 120511, then the Grantee shall submit written documentation demonstrating this fact to CDPH, which CDPH will review on a case-by-case basis.

**STD Program Management and Collaboration Project  
Grant Activities**

<b>Activities</b>	<b>Performance Indicators/Deliverables</b>	<b>Timeline</b>
<p>A. Develop a mechanism for selecting and funding CBO(s) with capacity to reach priority target populations, satisfactorily describe outreach protocols, and include community resources for prevention and control activities.</p>	<ul style="list-style-type: none"> <li>• Selection method submitted to CDPH in writing.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>
<p>B. Develop and implement a program evaluation plan to monitor CBO performance. Collect data on required metrics, monitor performance, and provide quality assurance and quality improvement assistance where needed.</p>	<ul style="list-style-type: none"> <li>• Program evaluation plan developed and submitted to CDPH. LHJs must demonstrate that the CBO has (1) identified and reached priority target populations, (2) satisfactorily described its outreach protocols, and (3) included community resources for prevention and control activities.</li> </ul>	<p>7/1/2022 – 6/30/2024</p>

**STD Program Management and Collaboration Project  
Grant Activities**

**5. Summary of Required Reports and Data**

Frequency	<sup>2</sup> Timeframe	<sup>3</sup> Deadline	Activities	Report Recipient
Semi-Annual (Narrative summary reports)	Fiscal Year 1 07/01/22 – 12/31/22 Fiscal Year 2 01/01/23 – 06/30/23 Fiscal Year 2 07/01/23 – 12/31/23 01/01/24 – 06/30/24	Fiscal Year 1 07/31/23 Fiscal Year 2 12/31/23 6/30/24	Part I - IV	<a href="mailto:STDLHJContracts@cdph.ca.gov">STDLHJContracts@cdph.ca.gov</a>
Quarterly (Aggregate client services data reports)	Year 1 01/01/23 – 03/31/23 04/01/23 – 06/30/23 Year 2 07/01/23 – 09/30/23 10/01/23 – 12/31/23 01/01/24 – 03/31/24 04/01/24 – 06/30/24	Year 1 04/15/23 07/31/23 Year 2 10/31/23 12/31/23 04/15/24 06/30/24	Part II	Secure file transfer protocol; CaIREIDIE

<sup>2</sup> Timeframe dates are subject to change and will not require an amendment to the grant agreement.  
<sup>3</sup> Deadline dates are subject to change and will not require an amendment to the grant agreement.



**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A – Attachment 1, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than quarterly in arrears to:

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

Electronic invoice submissions can be transmitted via email to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A – Attachment 1 under this Grant.
- 2) Be submitted electronically. Mailed hard copies are not required.
- 3) Bear the Grantee's name as shown on the Grant.
- 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.

D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

E. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**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.

**4. Timely Submission of Final Invoice**

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

**5. Travel and Per Diem Reimbursement**

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



**Exhibit B**  
Budget Detail and Payment Provisions

- B. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:
1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression.
  2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.
  3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.

The California Attorney General's webpage lists the states to where travel is prohibited.

- C. The total budget amount for out-of-state travel shall not exceed five (5) percent of the total annual budget of this grant agreement.

**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. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

**7. Proper Use of Funds**

- A. The funds for this grant agreement may be used for:
1. Local health jurisdiction staff to support STD prevention and control activities.
  2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 5.B. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.



**Exhibit B**  
Budget Detail and Payment Provisions

3. In-state travel to support local capacity building, except to prohibited states as provided in 5.B. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to STD prevention and control.
  4. STD test kits and other testing supplies.
  5. STD treatment (i.e., Suprax, Azithromycin, Bicillin, Ceftriaxone, Doxycycline)
  6. Condoms.
  7. Provider education materials.
  8. Client education materials.
- B. The funds for this grant agreement **may be used for the following items, with supportive justification, tracking, and reporting of outcomes:**
1. Incentives such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives.
    - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g. client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
    - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution and client outcomes.
    - c. Incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
    - d. There is no prepayment for incentives. The LHJ will only be reimbursed for the amount of incentives distributed during each quarter.
    - e. The use of incentives must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
  2. Material support items, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs.
    - a. The use of material support items must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
  3. BMMs and material support items are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STD control and prevention activities. Receipt of a BMM and/or material support items requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs and/or material support items in a secure location), and accountability of the BMMs and/or material support items. The Grantee will prepare a log sheet that will track and identify each of the BMMs and/or material support items, value, transfer date, and recipient.

**Exhibit B**  
Budget Detail and Payment Provisions

C. The funds for this grant agreement **cannot** be used for:

1. Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events such as pens, mugs, t-shirts, posters, key chains, or bumper stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
2. Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
3. Cash incentives paid to an individual.
4. Scholarships paid to an individual or a school on behalf of an individual.
5. Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
6. The purchase, lease, or other support of county vehicles or mobile testing units.
7. Construction, renovation, improvement, or repair of property.
8. The purchase of alcohol, tobacco, or cannabis.



**EXHIBIT C**  
**STANDARD GRANT CONDITIONS**

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



- 7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 8. GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.



**15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

**16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

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



## 19. STATE-FUNDED RESEARCH GRANTS:

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



**Exhibit D**  
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.

**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 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 Grant Activities 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.



**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. 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.



**Exhibit D**  
Additional Provisions

- 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.

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

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

**Exhibit D**  
Additional Provisions

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

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



## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

#### 1. Overview

The California Department of Public Health (CDPH) STD Control Branch (STDCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB local assistance funds.

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

#### 2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful STD, HIV and/or HCV prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB website:  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for STD screening, treatment, control and prevention as promulgated by:
  1. California Department of Public Health  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
  2. Centers for Disease Control and Prevention  
<https://www.cdc.gov/std/>



**Exhibit E**

**STD Local Assistance Funds – Standards and Procedures**

- E. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance STD awareness, prevention, testing, linkage to care, and care coordination funded with these dollars with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful STD interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH STDCB upon completion and with the annual progress report, and upon request from CDPH, as relevant.
- F. Submit information and reports as requested by the CDPH STDCB.
- G. Ensure the use of a competitive bid process in the selection of all subcontracts. If the subcontract is one where the LHJ has a current agreement with, indicate the date the agreement was effective. If the CBO is a non-profit agency as defined by Internal Revenue Code 501(c), ensure the LHJ has a current letter on file from the Internal Revenue Service for the CBO.

**3. Reporting Requirements**

**A. Case Report, Laboratory, and Interview Record**

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

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

All Grantees, excluding Los Angeles and San Francisco, must enter STD case reports, laboratory results, and interview data for their jurisdiction directly into the California Reportable Disease Information Exchange (CaREDIE) system, the CDPH web-based reporting software for notifiable diseases. Data must be entered into the appropriate tabs and forms in CaREDIE. Submission of hard copy forms for data entry into CaREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. CDPH STD Control Branch will provide essential variables for data entry and STD case report forms. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the



## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

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

2. Syphilis cases and congenital syphilis case investigations are to be reported according to updated CDPH STDCB protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will complete and close investigations in CalREDIE within 45 days of initial report to local health department.
3. Chlamydia and gonorrhea reports are automatically initiated through CalREDIE with electronic laboratory report information, data entry of laboratory, or provider report.
4. Cases of gonorrhea with suspected treatment failure or with high minimum inhibitory concentrations (MIC) to CDC-recommended treatment should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
5. Suspected or confirmed cases of lymphogranuloma venereum, and chancroid should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
6. Grantees will participate in STD-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email [STDCalREDIE@cdph.ca.gov](mailto:STDCalREDIE@cdph.ca.gov).

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

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



## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

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

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

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

#### **B. Performance Measurement and Program Evaluation**

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

#### **C. Data Security and Confidentiality**

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to STD data.

#### **D. Outbreak Reporting**

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

#### **E. Financial Expenditures and Reporting**

Grantees must maintain records reflecting actual expenditures. Please see the CDPH STDCB Use of Local Assistance Funds document for guidance on allowable and non-allowable expenditures.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UseofLocalAssistanceFunds.pdf>. The CDPH STDCB reserves the



## Exhibit E

### STD Local Assistance Funds – Standards and Procedures

right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

#### **F. Performance Progress Reporting**

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov).

#### **G. Reporting Use of Incentives**

Acceptable incentives include items such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification material, and accompanied by a targeted distribution plan and tracking/reporting/outcome log. When using incentives to achieve the goals and objectives outlined in the Grant Activities, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.



**Exhibit E**

STD Local Assistance Funds – Standards and Procedures

5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.

**H. Reporting Use of Material Support**

Acceptable material support includes, but it is not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits. All proposals for material support items must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use, targeted distribution plan and tracking/reporting/outcome log. When using material support items to achieve the goals and objectives outlined in Exhibit A – Attachment 1 - Grant Activities, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the material support item name, denomination, date purchased, reason for disbursement, the recipient of the material support item, and the issue date (see attached log).
2. Each participant receiving material support item must complete a Subject Payment Receipt at the time the material support item is issued. The Subject Payment Receipt must be kept in a secure location.
3. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.
4. The Subject Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.

**4. Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**

- A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
- B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.



**Exhibit F**  
**Information Privacy and Security Requirements**  
**(For Non-HIPAA/HITECH Act Contracts)**

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
  
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
  
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach:  
"Breach" means:
    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or



**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein):
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or



**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.



**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
  - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.



**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
  4. a description of the probable and proximate causes of the breach or security incident; and
  5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.



**Exhibit F**  
 Information Privacy and Security Requirements  
 (For Non-HIPAA/HITECH Act Contracts)

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413  Email: <a href="mailto:CDPH.InfoSecurityOffice@cdph.ca.gov">CDPH.InfoSecurityOffice@cdph.ca.gov</a> Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.



**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

**Attachment 1**

Contractor Data Security Standards

**I. Personnel Controls**

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. *System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This



**Exhibit F**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

**K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

### III. Audit Controls

**A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

**B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

### IV. Business Continuity / Disaster Recovery Controls

**A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

**B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

### V. Paper Document Controls

**A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.



**Exhibit F****Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)**

- B. Escorting Visitors.** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. Removal of CDPH PCI.** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. Faxing and Printing.** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. Mailing.** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.



# Sexually Transmitted Disease (STD) and Hepatitis C Virus (HCV) Grant Contacts

California Department of Public Health, Sexually Transmitted Diseases Control Branch

## Regional Capacity Building Coordinators

### Northern Region

Jasmin Delgado [Jasmin.Delgado@cdph.ca.gov](mailto:Jasmin.Delgado@cdph.ca.gov)

### Bay Area Region

Cary Escovedo [Cary.Escovedo@cdph.ca.gov](mailto:Cary.Escovedo@cdph.ca.gov)

### Central Inland Region

Sophie Lyons [Sophie.Lyons@cdph.ca.gov](mailto:Sophie.Lyons@cdph.ca.gov)

### Southern Region

Danelle Del Rincon [Danelle.DelRincon@cdph.ca.gov](mailto:Danelle.DelRincon@cdph.ca.gov)

## Grant Managers

### STD Core Grant

Rachel Piper [Rachel.Piper@cdph.ca.gov](mailto:Rachel.Piper@cdph.ca.gov)

Michelle Bull [Michelle.Bull@cdph.ca.gov](mailto:Michelle.Bull@cdph.ca.gov)

### STD Prevention and Collaboration Grant

Adriana Cervantes [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov)

### Syphilis Outbreak Strategy (SOS) Grant

Adriana Cervantes [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov)

### HCV Prevention and Collaboration Grant

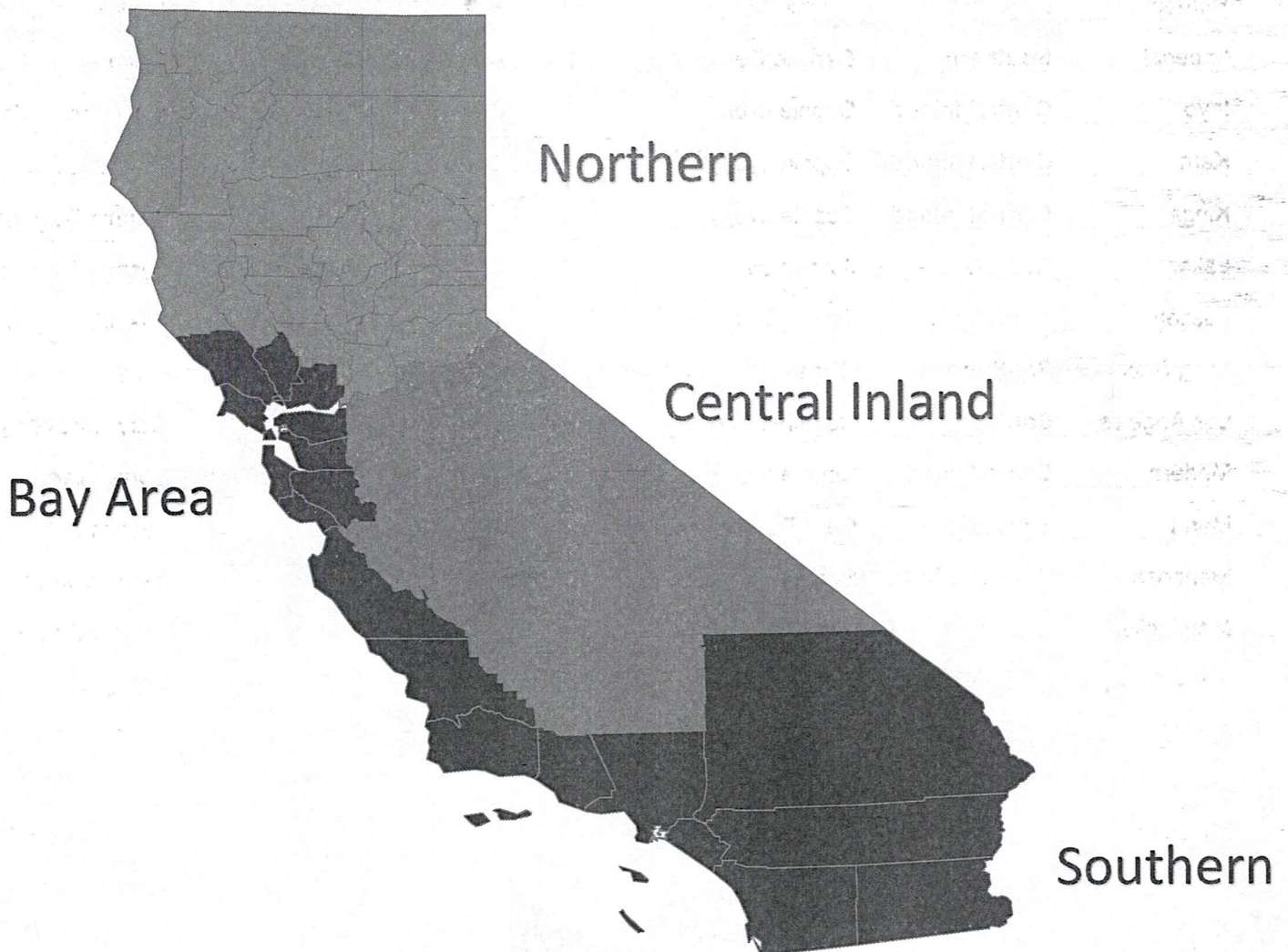
Mike Phan [Mike.Phan@cdph.ca.gov](mailto:Mike.Phan@cdph.ca.gov)

### Congenital Syphilis Grant

Christine Johnson [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov)

### Disease Intervention Specialist Workforce Grant

Christine Johnson [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov)





## Regional Capacity Building Coordinators by LHJ

Local Health Jurisdiction	Region	Capacity Building Coordinator
Alameda	Bay Area	Cary Escovedo
Alpine	Central Inland	Sophie Lyons
Amador	Central Inland	Sophie Lyons
Berkeley	Bay Area	Cary Escovedo
Butte	Northern	Jasmin Delgado
Calaveras	Central Inland	Sophie Lyons
Colusa	Northern	Jasmin Delgado
Contra Costa	Bay Area	Cary Escovedo
Del Norte	Northern	Jasmin Delgado
El Dorado	Northern	Jasmin Delgado
Fresno	Central Inland	Sophie Lyons
Glenn	Northern	Jasmin Delgado
Humboldt	Northern	Jasmin Delgado
Imperial	Southern	Danelle Del Rincon
Inyo	Central Inland	Sophie Lyons
Kern	Central Inland	Sophie Lyons
Kings	Central Inland	Sophie Lyons
Lake	Northern	Jasmin Delgado
Lassen	Northern	Jasmin Delgado
Long Beach	Southern	Danelle Del Rincon
Los Angeles	Southern	Danelle Del Rincon
Madera	Central Inland	Sophie Lyons
Marin	Bay Area	Cary Escovedo
Mariposa	Central Inland	Sophie Lyons
Mendocino	Northern	Jasmin Delgado
Merced	Central Inland	Sophie Lyons
Modoc	Northern	Jasmin Delgado
Mono	Central Inland	Sophie Lyons
Monterey	Bay Area	Cary Escovedo
Napa	Bay Area	Cary Escovedo
Nevada	Northern	Jasmin Delgado

Local Health Jurisdiction	Region	Capacity Building Coordinator
Orange	Southern	Danelle Del Rincon
Pasadena	Southern	Danelle Del Rincon
Placer	Northern	Jasmin Delgado
Plumas	Northern	Jasmin Delgado
Riverside	Southern	Danelle Del Rincon
Sacramento	Northern	Jasmin Delgado
San Benito	Central Inland	Sophie Lyons
San Bernardino	Southern	Danelle Del Rincon
San Diego	Southern	Danelle Del Rincon
San Francisco	Bay Area	Cary Escovedo
San Joaquin	Central Inland	Sophie Lyons
San Luis Obispo	Southern	Danelle Del Rincon
San Mateo	Bay Area	Cary Escovedo
Santa Barbara	Southern	Danelle Del Rincon
Santa Clara	Bay Area	Cary Escovedo
Santa Cruz	Bay Area	Cary Escovedo
Shasta	Northern	Jasmin Delgado
Sierra	Northern	Jasmin Delgado
Siskiyou	Northern	Jasmin Delgado
Solano	Bay Area	Cary Escovedo
Sonoma	Bay Area	Cary Escovedo
Stanislaus	Central Inland	Sophie Lyons
Sutter	Northern	Jasmin Delgado
Tehama	Northern	Jasmin Delgado
Trinity	Northern	Jasmin Delgado
Tulare	Central Inland	Sophie Lyons
Tuolumne	Central Inland	Sophie Lyons
Ventura	Southern	Danelle Del Rincon
Yolo	Northern	Jasmin Delgado
Yuba	Northern	Jasmin Delgado



Exhibit H

**STD Prevention and Collaboration State Local Assistance Grants  
FY 2022 - 2023 Local Health Jurisdiction Allocations**

<b>Grantee</b>	<b>FY 22/23 Allocation</b>
Alameda HD	473,756
Butte	282,054
Contra Costa	412,808
Fresno	459,883
Imperial	294,165
Kern	432,802
Kings	279,903
Long Beach	338,746
Los Angeles HD	1,952,013
Madera	281,584
Merced	305,549
Monterey	330,038
Orange	721,828
Placer	297,834
Riverside	664,594
Sacramento	493,538
San Bernardino	646,194
San Diego	758,630
San Francisco	369,754
San Joaquin	383,446
San Mateo	350,560
Santa Barbara	325,622
Santa Clara	502,002
Shasta	275,240
Solano	316,360
Sonoma	316,397
Stanislaus	345,114
Tulare	349,311
Ventura	377,195
Yuba	263,080
<b>Total</b>	<b>13,600,000</b>

Alameda HD excludes Berkeley; Los Angeles HD excludes Long Beach and Pasadena.

LHJs that comprised 95% of the total early syphilis or congenital syphilis in California were eligible for funding. LHJs not listed did not receive allocations.

Funds allocated using Department of Finance data: 50% population, 25% population in poverty, 25% race/ethnicity (Black/African American, Hispanic/Latinx, Native American/Alaska Native).



Exhibit I

Indirect Cost Rate Applied for 2022/2023

Country/City	Total Personnel Cost	Total Allowable Direct Cost	Federal Cognizant Negotiated Rate	2022/2023 Notes
Alameda County	25%			Submitted ICR was above cap
Alpine County		15%		Submitted ICR was above cap
Amador County	25%			Submitted ICR was above cap
Berkeley	10%			LHD did not submit ICR for the second year in row
Butte County	25%			Submitted ICR was above cap
Calaveras County	25%			Submitted ICR was above cap
Colusa County	25%			Submitted ICR was above cap
Contra Costa	10.48%			
Del Norte County	25%			Submitted ICR was above cap
El Dorado County	25%			Submitted ICR was above cap
Fresno County	18.82%			
Glenn County	25%			Submitted ICR was above cap
Humboldt County	25%			Submitted ICR was above cap
ICR Demo	10%			LHD did not submit ICR for the second year in row
Imperial County	25%			Submitted ICR was above cap
Inyo County	25%			Submitted ICR was above cap
Kern County	25%			Submitted ICR was above cap
Kings County	19%			
Lake County	25%			Submitted ICR was above cap
Lassen County	25%			Submitted ICR was above cap
Long Beach	25%			Submitted ICR was above cap
Los Angeles County	15.61%		30.90%	
Madera County	25%			Submitted ICR was above cap
Marin County	25%		Actual Costs	Submitted ICR was above cap
Mariposa County	25%			Submitted ICR was above cap
Mendocino County	25%			Submitted ICR was above cap
Merced County	25%			Submitted ICR was above cap



Country/City	Total Personnel Cost	Total Allowable Direct Cost	Federal Cognizant Negotiated Rate	2022/2023 Notes
Modoc County	18.52%			
Mono County	25%			Submitted ICR was above cap
Monterey County	25%			Submitted ICR was above cap
Napa County	25%			Submitted ICR was above cap
Nevada County	25%			Submitted ICR was above cap
Orange County	20.72%			
Pasadena	25%			Submitted ICR was above cap
Placer County	25%			Submitted ICR was above cap
Plumas County	25%			Submitted ICR was above cap
Riverside County	25%			Submitted ICR was above cap
Sacramento County	12.8%			
San Benito County	25%			Submitted ICR was above cap
San Bernardino County	17.29%			
San Diego County	25%			Submitted ICR was above cap
San Francisco	24.68%			
San Joaquin County	25%			Submitted ICR was above cap
San Luis Obispo County	20.85%			
San Mateo County	25%			Submitted ICR was above cap
Santa Barbara County	19.54%			
Santa Clara County	25%			Submitted ICR was above cap
Santa Cruz County	19.03%			
Shasta County	25%			Submitted ICR was above cap
Sierra County	25%			Submitted ICR was above cap
Siskiyou County	25%			Submitted ICR was above cap
Solano County		15%		Submitted ICR was above cap
Sonoma County	25%			Submitted ICR was above cap
Stanislaus County	25%			Submitted ICR was above cap
Sutter County	25%			Submitted ICR was above cap
Tehama County	23.63%			
Trinity County	25%			Submitted ICR was above cap



Country/City	Total Personnel Cost	Total Allowable Direct Cost	Federal Cognizant Negotiated Rate	2022/2023 Notes
Tulare County	14.61%			
Tuolumne County	25%			Submitted ICR was above cap
Ventura County	13.28%			
Yolo County	25%			Submitted ICR was above cap
Yuba County	25%			Submitted ICR was above cap



# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside	95-6000930

By (Authorized Signature)



Printed Name and Title of Person Signing

Kevin Jeffries, Chair, Board of Supervisors

Date Executed	Executed in the County of
4/18/23	Riverside

## 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,

APR 18 2023

3.32

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
DEPUTY





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 lessor 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](http://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.



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



TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer



GAVIN NEWSOM  
Governor

Letter of Award

DATE: 10/21/2022  
TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS – COUNTY OF RIVERSIDE  
SUBJECT: STD PREVENTION AND COLLABORATION GRANT FUNDING

The California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch is pleased to announce the intent to award State local assistance funds through the **STD Prevention and Collaboration Grant**. The funds must be used for the implementation of public health activities to monitor, investigate, and prevent STDs in collaboration with community-based organizations (CBOs) or nonprofit health care providers within the local health jurisdiction (LHJ). Your agency's annual award is \$664,594 and no less than 50 percent of the funds shall be provided to one or more CBOs or nonprofit health care providers for the purposes consistent with Health and Safety Code Section 120511. To secure these funds, an official grant agreement has been developed and will be executed between your agency and CDPH covering the period of July 1, 2022 through June 30, 2024.

**Grant Activities**

The grant activities are enclosed for your information. You will be responsible for all activities in the grant activities unless they are marked as "Optional."

Parts I through III include an area where you must indicate whether your agency or the CBO will be responsible for completing the required activities. If you plan to participate in an optional activity, you must indicate whether your agency, a CBO, or a nonprofit health care provider will be responsible for completion of the activities.

All LHJs must have at least one selected activity that facilitates expanded access to STD clinical services, including, but not limited to, lesbian, gay, bisexual, transgender, and queer-identified populations, including those who face confidentiality barriers in using their health coverage to receive STI testing, treatment, and related care.

Parts I through III also provides an opportunity for you to propose innovative and impactful activities, as well as corresponding performance indicators and deliverables. The activities may include, but are not limited to, integrated services for STDs, viral hepatitis, HIV, and drug overdose, to the extent they improve health outcomes for people living with, or at risk for, STDs; material support, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STD for purposes consistent with grant activities.





### **Travel Costs in Budget**

The grant budget may include funds for staff to attend the following meetings, conferences, and trainings:

- California STD/HIV Controllers Association annual meeting
- National and Statewide conferences for STD prevention/control, surveillance, and disease intervention; with a priority focus on syphilis and congenital syphilis
- Disease Intervention Specialist training (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI) which replaces CDC's Passport to Partner Services training) for new DIS staff or other training for existing DIS staff).
- Phlebotomy and other clinical related training

The amount of funds allocated for travel may be adjusted or redirected to another line item on a later date to accurately reflect actual planned trips.

### **Indirect Costs**

Beginning with fiscal year (FY) 2014/2015, CDPH negotiated the Indirect Cost Rate (ICR) with each LHJ to standardize the rate. This rate is applied to all contracts and grants that CDPH has with your agency. Please see the attached FY 2022/2023 ICR for your use in completing your budgets. Please note that most LHJs apply the ICR to the total personnel costs only. However, there are a few that apply the rate to the total direct costs (this includes personnel, benefits, operating expenses, travel, and subcontracts line items). Your ICR cannot exceed the negotiated amount, nor can the application of the ICR be changed. However, you may elect to reduce the published Indirect Cost Rate percentage or not include Indirect Costs in the budget.

### **Board of Resolution or Minute Order Requirements**

All agreements with LHJs must have a current Board of Resolution or Minute Order. If the grant is amended during the term of the agreement, a new Board of Resolution or Minute Order must be obtained unless the original resolution clearly states the allowance for amendments, extensions, and renewals to be approved without going through the Board of Supervisors.

### **Terms and Conditions and HIV Confidentiality Documents**

To enhance coordination across CDPH programs and compliance with CDPH regulations and policies, the STD Control Branch has updated guidance documents associated with local assistance funding. Please see the attached Terms and Conditions and Exhibit B, Budget Detail and Payment Provision. Additionally, LHJ staff who work with client-level data will be required to sign confidentiality agreements to ensure appropriate handling and data security of STD/HIV data. As we move toward integration of the two programs, documents such as these will become more streamlined for LHJs.

The grant agreement documents have been prepared by the STD Control Branch, Business Operation Support Section (BOSS) and approved by CDPH – Contracts Management Unit. Your agency's annual award is \$664,594 for FYs 2022-2023 and 2023-2024 and these funds must be expended during the same fiscal year in which they are appropriated.



In an effort to expedite this grant agreement through the approval process, we request that the following items be returned no later than 11/28/2022 via email at [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov) with a Cc to [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov).

**1. Exhibit A – Attachment 1 – Grant Activities**

- Fill out Parts I through III

**2. Original copies of the Grant Agreement (CDPH 1229A)**

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

- Due to the continued presence of COVID-19, CDPH is accepting digitally signed grant agreements and electronic submittals. Therefore, until further notice, any documents received electronically will be considered original copies.
- When submitting the grant documents electronically, ensure electronic submittals are “clean and legible,” preferably scanned in color with minimum 300x300 resolution.

**3. One copy of the Board Resolution/Order/Motion, ordinance, or other similar document authorizing execution of the agreement.**

LHJs may exercise their delegated authority to accept and implement this grant amendment and future amendments to support the continuation of STD prevention and control activities.

- **If your next board meeting is scheduled after 11/28/2022, please submit a Letter of Intent to add this amendment to your next board meeting.**
- When you have the documents authorizing the execution of the agreement, please send us a copy of the Board Resolution/Order/Motion or ordinance.

**4. Contractor Certification Clause (CCC 042017)**

**5. Budget for Fiscal Years (FY) 2022-2023 and 2023-2024**

**6. Budget Justification for FYs 2022-2023 and 2023-2024**

Upon final approval of the grant agreement documents, you will receive an executed copy. If you have any questions, please feel free to contact Adriana Cervantes by email at [Adriana.Cervantes@cdph.ca.gov](mailto:Adriana.Cervantes@cdph.ca.gov) or Jasmin Delgado [Jasmin.Delgado@cdph.ca.gov](mailto:Jasmin.Delgado@cdph.ca.gov).

Sincerely,

*Rachel Piper*

Rachel Piper, Chief  
Contracts and Purchasing Unit  
Business Operations Support Section  
STD Control Branch

## Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch  
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch  
Jasmin Delgado, Acting Northern California Regional Capacity Building Coordinator,  
STD Control Branch  
Danelle Del Rincon, Southern California Regional Capacity Building Coordinator,  
STD Control Branch  
Cary Escovedo, Bay Area Regional Capacity Building Coordinator,  
STD Control Branch  
Sophie Lyons, Central Inland Regional Capacity Building Coordinator,  
STD Control Branch





**Letter of Intent  
for STD Prevention and Collaboration Grant Funding  
Agreement 22-10842**

November 9, 2022

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

RE: Letter of Intent

STD Prevention and Collaboration Grant Funding

Dear Ms. Cervantes:

I am submitting this letter to the California Department of Public Health/STD Control Branch of our intention to add Grant Agreement 22-10842 to the next available Riverside County Board of Supervisors meeting to accept and sign Grant Agreement 22-10842. Expected Board of Supervisors meeting is January 10, 2023. Official documents and Board Resolution authorizing the execution of the Grant Agreement will be provided when available.

Thank you for this opportunity. If you have any questions or concerns, please contact the RUHS- HIV/STD Program at [HIVSTDBranchLeadership@RUHealth.org](mailto:HIVSTDBranchLeadership@RUHealth.org) and/or 951-358-7234.

Sincerely,

A handwritten signature in cursive script that reads 'Marshare Penny'.

Marshare Penny  
Deputy Director  
Riverside University Health System - Public Health

SCHEDULE A

RUHS - Public Health

Budget Adjustment

Fiscal Year 2022/2023

INCREASE IN APPROPRIATIONS:

10000	-	4200100000	-	510040	Regular Salaries	\$	123,200
10000	-	4200100000	-	518100	Budgeted Benefits	\$	51,744
10000	-	4200100000	-	520230	Cellular Phone	\$	2,000
10000	-	4200100000	-	520320	Telephone Service	\$	2,000
10000	-	4200100000	-	521380	Maint-Copier Machines	\$	1,000
10000	-	4200100000	-	523640	Computer Equip-Non Fixed Asset	\$	8,000
10000	-	4200100000	-	523700	Office Supplies	\$	2,000
10000	-	4200100000	-	523760	Postage-Mailing	\$	500
10000	-	4200100000	-	523800	Printing/Binding	\$	1,946
10000	-	4200100000	-	525440	Professional Services	\$	425,368
10000	-	4200100000	-	527840	Training-Education/Tuition	\$	300
10000	-	4200100000	-	528140	Conference/Registration Fees	\$	300
10000	-	4200100000	-	528920	Car Pool Expense	\$	250
10000	-	4200100000	-	528900	Air Transportation	\$	500
10000	-	4200100000	-	528960	Lodging	\$	250
10000	-	4200100000	-	528980	Meals	\$	250
10000	-	4200100000	-	529040	Private Mileage Reimbursement	\$	1,000
10000	-	4200100000	-	529000	Miscellaneous Travel Expense	\$	150
10000	-	4200100000	-	529060	Public Service Transportation	\$	100
10000	-	4200100000	-	524500	Administrative Support-Direct	\$	43,736
					<b>TOTAL INCREASE IN APPROPRIATIONS:</b>	<b>\$</b>	<b>664,594</b>
10000	-	4200100000	-	572200	Intra-Grant	\$	664,594



TOTAL INCREASE IN APPROPRIATIONS: \$ 664,594

New 100% State funding. HS200149, STD Prog Mgmt & Collaboration