



## LASSEN COUNTY Health and Social Services Department

- HSS Administration
- Public Guardian  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- Grant and Loans Division  
1400 Chestnut Street, Ste. C  
Susanville, CA 96130  
(530) 251-8309
- Behavioral Health  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112  
  
Brashear Annex  
700 Brashear Street  
Susanville, CA 96130  
(530) 251-8112
- Patients' Rights Advocate  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8322
- Public Health  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- Environmental Health  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- Community Social Services  
1400 Chestnut Street, Ste A  
Susanville, CA 96130  
  
LassenWORKS  
Business & Career Network  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152  
  
Child & Family Services  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277  
  
Adult Services  
PO Box 429  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251-8158
- HSS Fiscal  
PO Box 1180  
Susanville, CA 96130  
(530)251-2614

**Date:** February 18, 2025

**To:** Tom Neely, Chairman  
Lassen County Board of Supervisors

**From:** Danielle Sanchez, Interim Director  
Lassen County Public Health

**Subject:** Amendment to Grant Agreement # 21-10561, A1 between the California Department of Public Health and County of Lassen decreasing the amount of the Grant from \$514,150 to \$308,490 and extend the term end date from December 31, 2025 to January 31, 2026 to conduct activities necessary to expand, train and sustain a response-ready disease intervention specialist workforce.

### Background:

On November 15, 2022 the Lassen County Board of Supervisors approved the original agreement. Due to a variety of challenges including staffing and our inability to spend down the funds, the amount of the grant is being decreased. The purpose of the Grant is to use this funding to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period.

As of February 13, 2025, we are currently recruiting for our Senior Public Health Nurse position which if successfully filled will help Public Health spend down this funding. We continue to work successfully with the California Department of Public Health to revise our work plans as necessary and keep them apprised of our successes and ways to improve.

### Fiscal Impact:

There is no impact to the General Fund. This is a Revenue Agreement for Fund/Budget Unit 110/0731, Public Health.

### Action Requested:

1) Approve the Amendment to Grant Agreement #21-10561, A1; and 2) Authorize the County Administrative Officer to execute the Amendment.



**CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH  
STD PROGRAM MANAGEMENT**

**Awarded By**

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

**TO**

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

**Implementing the project, “DIS Workforce Development,” hereinafter “Project”**

**AMENDED GRANT AGREEMENT NUMBER 21-10561, A1**

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

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

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to: Change the grant term end date from 12/31/25 to 1/31/26. This amendment also removes the remaining unobligated funds for years 4 and 5 and will not impact years 1 through 3. Any unspent funds from years 1-3 will be available through 1/31/26 for the grantee to utilize for the continued performance of services as identified in Exhibit A (grant activities) and will be reimbursed accordingly.

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

**AMENDED GRANT AMOUNT:** this amendment is to decrease the grant by \$205,660 and is amended to read: The maximum amount payable under this Grant Agreement shall not exceed the amount of ~~\$514,150~~ **\$308,490 (Three Hundred Eight Thousand Four Hundred Ninety Dollars)**.

**AMENDED TERM OF GRANT:** The term of this Grant shall be amended to read as July 1, 2021 and terminates on ~~December 31, 2025~~ **January 31, 2026**. No funds may be requested or invoiced for work performed or costs incurred after ~~December 31, 2025~~ **January 31, 2026**.

**Exhibit A1 NOTIFICATION LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS**

Note: Once the Grant Agreement **Amendment** has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A 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 D ADDITIONAL PROVISIONS**

**Exhibit F FEDERAL TERMS AND CONDITIONS**

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

<b>California Department of Public Health</b>	<b>Grantee: County of Lassen</b>
Name: <del>Karlo Estacio</del> , <b><u>Alexia McGonagle</u></b> Assistant Branch Chief STD Control Branch	Name: <del>Cynthia Raschein</del> , <b><u>Danielle Sanchez</u></b> <b><u>Interim Public Health</u></b> Director Public Health
Address: P.O. Box 997377, MS 7320	Address: 1445 Paul Bunyan Road, Suite B
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Susanville, CA 96130
Phone: <del>(916) 552-9820</del> <b><u>(916) 445-9860</u></b>	Phone: (530) 251-8479 <b><u>8128</u></b>
E-mail: <del>Karlo.Estacio@cdph.ca.gov</del> <b><u>Alexia.McGonagle@cdph.ca.gov</u></b>	E-mail: <del>CRaschein@co.lassen.ca.us</del> <b><u>dsanchez@co.lassen.ca.us</u></b>

Direct all inquiries to the following representatives:

<b>California Department of Public Health, STD Control Branch</b>	<b>Grantee: County of Lassen</b>
Attention: Christine Johnson, Grant Manager	Attention: <del>Helen May, R.N.</del> <b><u>Tonya Smith</u></b>
Address: P.O. Box 997377, MS 7320	Address: 1445 Paul Bunyan Road, Suite B
City, Zip: Sacramento, CA 95899-7377	City, Zip: Susanville, CA 96130
Phone: <del>(916) 552-9796</del> <b><u>(279) 667-0478</u></b>	Phone: (530) 251-2747 <b><u>2703</u></b>
E-mail: <b><u>Christine.Johnson@cdph.ca.gov</u></b>	E-mail: <del>HMay@co.lassen.ca.us</del> <b><u>tsmith@co.lassen.ca.us</u></b>

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

<b>Remittance Address</b>	
<b>Grantee:</b>	<b>County of Lassen</b>
Attention: "Cashier":	<u>Nicole Madden</u> <b><u>Sue Bardouski</u></b>
Address:	PO Box 1180
City, Zip:	Susanville, CA 96130
Phone:	(530) 251-8356 <b>2659</b>
E-mail:	<a href="mailto:NMadden@co.lassen.ca.us">NMadden@co.lassen.ca.us</a> <a href="mailto:sbardouski@co.lassen.ca.us">sbardouski@co.lassen.ca.us</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.

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

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

Executed By:

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

\_\_\_\_\_  
Tony Shaw, County Administrative Officer  
County of Lassen  
1445 Paul Bunyan Road, Suite B  
Susanville, CA 96130

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

\_\_\_\_\_  
Javier Sandoval, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262, MS 1802  
P.O. Box 997377  
Sacramento, CA 95899-7377



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

## Exhibit A NOTIFICATION LETTER

DATE: OCTOBER 6, 2023

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: EXTENSION OF DIS WORKFORCE SUPPLEMENTAL GRANT FUNDING

The California Department of Public Health (CDPH), Sexually Transmitted Diseases Control Branch (STDCB) is pleased to inform the recipients of the DIS Workforce supplemental grant funding that an extension has been announced by the Centers for Disease Control and Prevention (CDC). This extension changes the project end date from January 31, 2025, to January 31, 2026. No additional funding is available with this extension; however, any unspent funds from the first three years of funding will now be accessible through January 31, 2026.

Due to the unexpected change in the project end date, the existing DIS Workforce supplemental grant agreements will need to be amended. The grants will be amended for the following:

- Change the grant agreement term end date from the original end date of December 31, 2025 to the new end date of January 31, 2026.
- Reduce the total grant budget by removing funding amounts for Years 4 and 5 as announced in the previous notification later issued on August 21, 2023.

With this amendment, the grants will be effective from July 1, 2021 through January 31, 2026. The attached updated funding chart shows the revised grant amounts for each grantee.

Budget revisions for the periods of 01/01/24 – 01/31/25 and 02/01/25 – 01/31/26 will need to be submitted and should include the projected amount to be spent. CDC has approved expanded authority permitting the rollover of unspent funds from calendar year 2023 through the end of January 2026. Budget revision requests for this period can be submitted after December 31, 2023, but no later than April 1, 2024.

CDPH has begun the amendment process and **in an effort to expedite this grant amendment through the approval process, we request that the following item be**



returned no later than **Friday, October 20, 2023** via email at [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov) with a cc to [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov). If you already submitted this item in response to the August 21, 2023 letter then you can disregard this request.

- **Updated LHJ Program Contact Information document**

When e-mailing your document to [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov), please include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the grant is fully executed.

If you have any questions about this amendment process, please contact Christine Johnson by e-mail at [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov) for guidance.

Sincerely,



Kathleen Jacobson, MD  
Branch Chief  
STD Control Branch

Enclosures

cc: Karlo Estacio, Assistant Branch Chief, STD Control Branch  
Alexia McGonagle, Chief, Business Operation Services Section, STD Control Branch  
Rachel Piper, Chief, Contracts and Purchasing Unit, STD Control Branch  
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch

## Updated Funding Allocation List for DIS Workforce Supplement

County/City	Year 1 Allocation (7/1/21-12/31/21)	Year 2 Allocation (1/1/22 - 12/31/22)	Year 3-5 Allocation (1/1/23 - 1/31/26)	Total Allocation
Alameda County	\$302,953	\$302,953	\$302,953	\$908,859
Amador County	\$105,149	\$105,149	\$105,149	\$315,447
City of Berkeley	\$116,434	\$116,434	\$116,434	\$349,302
Butte County	\$130,729	\$130,729	\$130,729	\$392,187
Calaveras County	\$106,278	\$106,278	\$106,278	\$318,834
Colusa County	\$102,475	\$102,475	\$102,475	\$307,425
Contra Costa County	\$243,353	\$243,353	\$243,353	\$730,059
Del Norte County	\$102,976	\$102,976	\$102,976	\$308,928
El Dorado County	\$120,336	\$120,336	\$120,336	\$361,008
Fresno County	\$252,638	\$252,638	\$252,638	\$757,914
Glenn County	\$103,477	\$103,477	\$103,477	\$310,431
Humboldt County	\$116,968	\$116,968	\$116,968	\$350,904
Imperial County	\$130,516	\$130,516	\$130,516	\$391,548
Kern County	\$225,296	\$225,296	\$225,296	\$675,888
Kings County	\$120,080	\$120,080	\$120,080	\$360,240
Lake County	\$108,490	\$108,490	\$108,490	\$325,470
Lassen County	\$102,830	\$102,830	\$102,830	\$308,490
City of Long Beach	\$169,168	\$169,168	\$169,168	\$507,504
Madera County	\$121,451	\$121,451	\$121,451	\$364,353
Marin County	\$129,905	\$129,905	\$129,905	\$389,715
Mariposa County	\$102,384	\$102,384	\$102,384	\$307,152
Mendocino County	\$113,136	\$113,136	\$113,136	\$339,408
Merced County	\$136,814	\$136,814	\$136,814	\$410,442
Modoc County	\$101,122	\$101,122	\$101,122	\$303,366
Mono County	\$101,442	\$101,442	\$101,442	\$304,326
Monterey County	\$161,408	\$161,408	\$161,408	\$484,224
Napa County	\$120,548	\$120,548	\$120,548	\$361,644
Nevada County	\$112,670	\$112,670	\$112,670	\$338,010
Orange County	\$563,657	\$563,657	\$563,657	\$1,690,971
City of Pasadena	\$124,429	\$124,429	\$124,429	\$373,287
Placer County	\$145,278	\$145,278	\$145,278	\$435,834
Plumas County	\$102,882	\$102,882	\$102,882	\$308,646
Riverside County	\$420,089	\$420,089	\$420,089	\$1,260,267
Sacramento County	\$314,315	\$314,315	\$314,315	\$942,945
San Benito County	\$107,738	\$107,738	\$107,738	\$323,214
San Bernardino County	\$378,476	\$378,476	\$378,476	\$1,135,428
San Diego County	\$523,452	\$523,452	\$523,452	\$1,570,356
San Joaquin County	\$210,741	\$210,741	\$210,741	\$632,223
San Luis Obispo County	\$136,267	\$136,267	\$136,267	\$408,801



<b>County/City</b>	<b>Year 1 Allocation (7/1/21-12/31/21)</b>	<b>Year 2 Allocation (1/1/22 - 12/31/22)</b>	<b>Year 3-5 Allocation (1/1/23 - 1/31/26)</b>	<b>Total Allocation</b>
San Mateo County	\$197,256	\$197,256	\$197,256	\$591,768
Santa Barbara County	\$163,058	\$163,058	\$163,058	\$489,174
Santa Clara County	\$337,870	\$337,870	\$337,870	\$1,013,610
Santa Cruz County	\$135,303	\$135,303	\$135,303	\$405,909
Shasta County	\$120,826	\$120,826	\$120,826	\$362,478
Sierra County	\$100,492	\$100,492	\$100,492	\$301,476
Siskiyou County	\$106,289	\$106,289	\$106,289	\$318,867
Solano County	\$155,420	\$155,420	\$155,420	\$466,260
Sonoma County	\$166,720	\$166,720	\$166,720	\$500,160
Stanislaus County	\$178,035	\$178,035	\$178,035	\$534,105
Sutter County	\$112,756	\$112,756	\$112,756	\$338,268
Tehama County	\$107,799	\$107,799	\$107,799	\$323,397
Trinity County	\$101,982	\$101,982	\$101,982	\$305,946
Tulare County	\$168,801	\$168,801	\$168,801	\$506,403
Tuolumne County	\$106,838	\$106,838	\$106,838	\$320,514
Ventura County	\$216,276	\$216,276	\$216,276	\$648,828
Yolo County	\$128,056	\$128,056	\$128,056	\$384,168
Yuba County	\$109,606	\$109,606	\$109,606	\$328,818
CRIFB (non-profit)	\$250,000	\$250,000	\$250,000	\$750,000
<b>Total</b>	<b>\$9,851,733</b>	<b>\$9,851,733</b>	<b>\$9,851,733</b>	<b>\$29,555,199</b>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

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

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

~~Or submitted electronically to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).~~

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

- 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 under this Grant. **Be prepared on the electronic invoice template provided by CDPH and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.** If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.~~
  - ~~2) Bear the Grantee's name as shown on the Grant. **and produced on Grantee letterhead if not prepared on the electronic invoice template provided by CDPH. Grantee provided 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 under this Grant.**~~
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229A 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**

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 D**  
**Additional Provisions**

**1. Cancellation / Termination**

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

**Exhibit D**  
**Additional Provisions**

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

**2. Avoidance of Conflicts of Interest by Grantee**

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

**Exhibit D**  
**Additional Provisions**

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

**3. Dispute Resolution Process**

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

**Exhibit D  
Additional Provisions**

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

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

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

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

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

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

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

**Index of Special Terms and Conditions**

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



## 1. Federal Funds

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

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

## 2. Federal Equal Opportunity Requirements

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

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

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

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

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

### **3. Debarment and Suspension Certification**

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

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

#### 4. Covenant Against Contingent Fees

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

#### 5. Lobbying Restrictions and Disclosure Certification

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

##### a. Certification and Disclosure Requirements

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

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

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

b. Prohibition

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

**6. Additional Restrictions**

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

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

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

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

## 7. Human Subjects Use Requirements

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

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

## 8. Audit and Record Retention

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

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

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

## **9. Federal Requirements**

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

**Attachment 1**

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Printed Name of Person Signing for Grantee

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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



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

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

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

**PS19-1901: Strengthening STD Prevention and Control for Health Departments  
Disease Intervention Specialist Workforce Development**

**Amended Grant Activities**

**1. Service Overview**

The Grantee will use this funding to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of front-line DIS response and outbreak efforts.

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. Any updates to the grant activities or additional guidance can be found at: <https://cdph.sharepoint.com/sites/DISWorkforceDevelopment>

Key strategic targets for STD, HIV, COVID-19, and other infectious diseases prevention and control are: to increase capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, HIV, COVID-19, and other infectious diseases. Following required online training for DIS, initial focus should be on training and mentoring staff to become proficient in STD and HIV disease investigation and partner notification. This is to ensure the DIS develop early comfort with the more challenging and intimate disease investigation that is required for STDs and HIV, and to clear the backlog of STD DIS work at the local level. Once proficient in STD/HIV disease investigation, DIS should be trained and mentored to support disease investigation of other infectious diseases. Any non-DIS staff hired to support frontline DIS workers should also focus on STD/HIV disease investigation first. Redirection of funded staff as necessary is expected to support the need for rapid emergency infectious disease outbreak response needs.

**Effective July 1, 2024, the grant activities (aka Scope of Work) has been revised to expand STI screening and prevention services as well as new optional activities for the Grantee to implement using this funding. These new optional activities can include increasing awareness and access to STI testing and prevention with integrated testing for HIV, HCV, chlamydia, gonorrhea; providing resource material; and to implement doxy-PEP for at risk populations.**

**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. Project Representatives**

The project representative for the DIS Workforce Development grants at CDPH/STDCB is Christine Johnson at [Christine.Johnson@cdph.ca.gov](mailto:Christine.Johnson@cdph.ca.gov).

**5. Services to be Performed**

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

**Amended Grant Activities  
DIS Workforce Development**

Activities	Performance Indicators	Timeline
A. Assess workforce capacity, language competence, and strategic gaps to identify hiring priorities.	<ul style="list-style-type: none"> <li>Completion of workforce capacity assessment by CDPH, including policy barriers for fair hiring and recruitment.</li> </ul>	07/01/21 – 12/31/25 <b><u>grant term end date</u></b>
B. Expand the workforce through hiring of disease investigation staff and supervisors, including those who conduct case investigation, contact tracing, linkage to prevention and treatment, and outbreak response, or those who directly support disease investigation efforts.	<ul style="list-style-type: none"> <li>Number of individual staff hired, by staff type.</li> <li>Number of full-time equivalents funded, by staff type.</li> </ul>	07/01/21 – 12/31/25 <b><u>grant term end date</u></b>
C. Incorporate a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse workforce across all levels who are representative of, and have language competence for, the local communities they serve.	<ul style="list-style-type: none"> <li>Description of hiring and recruitment practices.</li> <li>Description of how LHJ will recruit DIS from impacted communities.</li> <li>Description of training plan for new DIS that maximizes opportunities for a diverse workforce across all levels.</li> </ul>	07/01/21 – 12/31/25 <b><u>grant term end date</u></b>
D. Train new and existing staff in both core public health competencies for STD, HIV, and COVID-19 disease investigation and professional development to support retention. Once competency is attained in STD/HIV disease investigation this should be followed by training and mentoring in hepatitis C, tuberculosis, and other infectious diseases.	<ul style="list-style-type: none"> <li>Report of annual list of trainings completed by all disease investigation and support staff regardless of funding source, including but not limited to completion of training and mentorship for STD/HIV, hepatitis C, tuberculosis, COVID-19, and other infectious diseases.</li> </ul>	07/01/21 – 12/31/25 <b><u>grant term end date</u></b>
E. Monitor data, clear backlogged STD/HIV cases and respond to emerging infectious disease outbreaks. Support timely and effective outbreak response for STD, HIV, COVID-19, and other incident infections and outbreaks.	<ul style="list-style-type: none"> <li>Percent of pregnant syphilis cases reported that were open &gt;45 days.</li> <li>Percent of non-pregnant syphilis cases, including males, that were open &gt;30 days.</li> <li>Percent of disseminated gonococcal infections that were open &gt;14 days.</li> <li>Description of outbreak detection and response activities.</li> </ul>	07/01/21 – 12/31/25 <b><u>grant term end date</u></b>
F. Establish and update policies to support adaptable and agile outbreak response efforts, including outbreak detection.	<ul style="list-style-type: none"> <li>Updated policies provided.</li> </ul>	07/01/21 – 12/31/25 <b><u>grant term end date</u></b>

**Amended Grant Activities  
DIS Workforce Development**

<b>Activities</b>	<b>Performance Indicators</b>	<b>Timeline</b>
<p>G. Collect and report information about the activities, characteristics, and outcomes of program efforts to improve workforce hiring, training, and outbreak response efforts, including DIS response and disease investigation deployment and outcomes.</p>	<ul style="list-style-type: none"> <li>• Participation in evaluation planning with CDPH in accordance with CDC.</li> <li>• Completed surveys and other requests from CDPH for workforce development, which may include DIS workload assessments and retention measures.</li> <li>• DIS response activities entered into CDPH identified program for DIS tracking and management.</li> </ul>	<p>07/01/21 – 12/31/25 <b><u>grant term end date</u></b></p>
<p>H. Input data into CalREDIE, CalConnect, or other surveillance or case management database approved by CDPH to monitor project outcomes, including for neurosyphilis, ocular syphilis, early syphilis, congenital syphilis, disseminated gonococcal infection, HIV, COVID-19, and other infectious diseases.</p>	<ul style="list-style-type: none"> <li>• Completion of required data elements by disease of focus.</li> </ul>	<p>07/01/21 – 12/31/25 <b><u>grant term end date</u></b></p>
<p><b><u>OPTIONAL ACTIVITY:</u></b> I. <b><u>Increase awareness and access to STI testing and prevention for people at risk for STIs (may also integrate testing for syphilis, HIV, HCV, chlamydia, gonorrhea, and mpox vaccination for at risk populations).</u></b></p>	<ul style="list-style-type: none"> <li>• <b><u>Number of at-home tests ordered/distributed.</u></b></li> <li>• <b><u>Number of CLIA-waived tests performed, by STI (and if possible, by gender identity/sex at birth)</u></b></li> <li>• <b><u>When possible:</u></b> <ul style="list-style-type: none"> <li>• <b><u>Number/percent of positive tests, by STI and gender identity/sex at birth.</u></b></li> <li>• <b><u>Number/percent of people with positive tests who received treatment, by STI and gender identity/sex at birth.</u></b></li> <li>• <b><u>Average time to treatment from diagnosis by STI and gender identity/sex at birth.</u></b></li> </ul> </li> </ul>	<p>07/01/24 – <b><u>grant term end date</u></b></p>
<p><b><u>OPTIONAL ACTIVITY:</u></b> J. <b><u>Increase access to materials for providers (toolkits) and for outreach to people at risk for STIs.</u></b></p>	<ul style="list-style-type: none"> <li>• <b><u>Number of resources distributed to providers.</u></b></li> <li>• <b><u>Number and type of resources distributed to people at risk for STIs (educational materials and/or safer sex supplies).</u></b></li> </ul>	

**Amended Grant Activities  
DIS Workforce Development**

Activities	Performance Indicators	Timeline
<p><b>OPTIONAL ACTIVITY:</b></p> <p><b>K. <u>Scale-up implementation of doxycycline as post-exposure prophylaxis (or doxy-PEP) to prevent these bacterial STI (specifically, syphilis, chlamydia, or gonorrhea) infections among at-risk populations. Allowable activities can include the following:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Purchase of doxycycline including doxycycline starter packs for doxy-PEP.</u></b></li> <li>• <b><u>Development and implementation of patient and provider education and communication materials.</u></b></li> <li>• <b><u>Contractor or other staff time to develop health jurisdictional guidelines and model standard operating procedures.</u></b></li> <li>• <b><u>Monitoring and evaluation activities including information system improvements to allow for collection of data about doxy-PEP implementation.</u></b></li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Number or amount of doxycycline or number of doxy-PEP starter packs purchased.</u></b></li> <li>• <b><u>Number of doxy-PEP initiations and/ or number doxy-PEP starter packs distributed.</u></b></li> <li>• <b><u>Materials developed or distributed</u></b></li> <li>• <b><u>Description of monitoring/evaluation activities.</u></b></li> </ul>	<p><b><u>07/01/24 – grant term end date</u></b></p>

**Summary of Required Reports and Data**

Frequency	<sup>1</sup> Timeframe	<sup>2</sup> Deadline	Activities	Report Recipient
<p>1. Bi-annual. 2. Final report after the grant ends (to be determined).</p>	<p>07/01/2021 – 12/31/2025 <b><u>grant term end date</u></b></p>	<p>To be determined</p>	<p>CDPH will provide reporting template/survey for Grantees to complete. Requested data will be related to Activities A-K.</p>	<p>To be determined</p>

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

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



# California Department of Public Health Sexually Transmitted Disease Control Branch Subaward Terms and Conditions

## 1. Overview

The California Department of Public Health (CDPH) Sexually Transmitted Disease Control Branch (STDCB) sets forth the following terms and conditions. These subaward terms and conditions specify the conditions for receipt of local assistance subaward of the [DIS Supplement to CDC-RFP-PS19-1901](#). This funding is intended to expand, train, and sustain the DIS workforce to support jurisdictional STD, COVID-19, and other infectious disease prevention and response. Funds will support health departments to increase capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, COVID-19, and other infectious diseases.

All Grantees must adhere to these terms and conditions, 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 provisions in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation. Any updates on the grant activities or additional guidance can be found at: <https://cdph.sharepoint.com/sites/DISWorkforceDevelopment>.

## 2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Comply with all applicable terms and conditions of award, federal laws, regulations, and policies at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>.
- C. Comply with existing and/or future directives and guidance from CDPH and the United States Secretary for Health and Human Services (HHS) regarding control of the spread of COVID-19.
- D. In consultation and coordination with CDPH, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation).
- E. Assist in the implementation and enforcement of state and federal orders related to quarantine and isolation.
- F. In addition, to the extent applicable, comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>
- G. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, provide to CDPH

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copies of and/or access to COVID-19 data collected and evaluations conducted with these funds, including but not limited to data related to COVID-19 testing. CDPH will specify in further guidance and directives what is encompassed by this CDC requirement.

- H. Distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group.
- I. Demonstrate a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse workforce across all levels who are representative of, and have language competence for, the local communities they serve.
- J. 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, COVID-19 and other infectious disease prevention strategies or outline California-specific initiatives, policies, and procedures.
- K. 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, HIV COVID-19, and other infectious disease 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.
- L. Abide by the most recent standards of care for STD, HIV COVID-19 and other infectious disease screening, treatment, control and prevention of infectious diseases as promulgated by CDPH and CDC.
- M. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance awareness, prevention, testing, linkage to care, and care coordination for COVID-19, STD, HIV, and other infectious diseases 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 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.
- N. Submit information and reports as requested by the CDPH STDCB.
- O. 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.

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**3. Reporting Requirements**

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

All Grantees shall comply with morbidity reporting requirements for reportable for STD, HIV, COVID-19, and other infectious disease 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, unless approved by CDPH, must enter infectious disease 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, or other reporting system as identified by CDPH. Data must be entered into the appropriate tabs and forms in the designated database. Submission of hard copy forms for data entry or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted.

Upon approval from CDPH, select LHJs not entering into the designated databases (e.g., Los Angeles, San Francisco) 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.

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- 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. The CDPH STDCB reserves the 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**  
Annual Performance Progress Reports are due no later than 30 days after the end of the budget period (e.g., January 31, 2023), 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).
- 4. Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**
- A. 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.

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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	