



LASSEN COUNTY

Health and Social Services Department

- HSS Administration**
- Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- Grant and Loans Division**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8309
- Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Chestnut Annex**
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- Patients' Rights Advocate**
1445 Paul Bunyan Road
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**
336 Alexander Avenue
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
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8158
- HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

Date: May 12, 2020

To: David Teeter, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health & Social Services

Subject: Grant Agreement # 19-10860 with California Department of Public Health for Infectious Disease Prevention and Control

Background:

On July 1, 2019, the California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) received \$35,000,000 in one-time funding for local public health infrastructure to address infection disease prevention and control.

Lassen County Public Health has been allocated grant funds in the amount of \$124,161.11 to use for COVID-19 response activities. CDPH will not require modifications to our budget and/or scope of work in order to use these funds for COVID-19 response activities. Instead, CDPH will require Local Health Jurisdictions to report the use of this funding for COVID-19 activities in the Annual Performance Progress Reporting.

Fiscal Impact:

There is no impact to County General Fund. This is a Revenue Agreement.

Action Requested:

- 1) Approve the Agreement; and 2) authorize the CAO to execute the Agreement.

**CALIFORNIA DIVISION OF COMMUNICABLE DISEASE CONTROL
INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL - INFRASTRUCTURE**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Lassen, hereinafter “Grantee”

**Implementing the project, INFECTIOUS DISEASE PREVENTION AND CONTROL
LOCAL – INFRASTRUCTURE**

**“INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL – INFRASTRUCTURE”,
hereinafter “Project”**

GRANT AGREEMENT NUMBER 19-10860

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 AB74, Budget Act of 2019, Chapter 23.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to address gaps in core public health functions within the local health jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$124,161.11

TERM OF GRANT AGREEMENT: The term of the Grant will be February 1, 2020 and terminates on June 30, 2023. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2023.

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

California Department of Public Health	Grantee: County of Lassen
Name: Stacie Johnson	Name: Richard Egan
Address: 1616 Capitol Avenue, MS 7300	Address: 221 Roop Street, Suite 4
City, Zip: Sacramento, 95814	City, Zip: Susanville, 96130
Phone: (916) 552-8624	Phone: (530) 251-8333

Fax: (916) 552-8973	Fax: (530) 251-2663
Email: Stacie.johnson@cdph.ca.gov	Email: regan@co.lassen.ca.us

Direct all inquiries to:

California Department of Public Health Division of Communicable Disease Control	Grantee: County of Lassen
Attention: Stacie Johnson	Name: Helen Mary
Address: 1616 Capitol Avenue, MS 7300	Address: 1445 Paul Bunyan Road
City, Zip: Sacramento, 95814	City, Zip: Susanville, 96130
Phone: (916) 552-8624	Phone: (530) 251-2717
Fax: (916) 552-8973	Fax: (530) 251-2668
Email: Stacie.johnson@cdph.ca.gov	Email: hmay@co.lassen.ca.us

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

Grantee: County of Lassen
Address: P.O Box 1180
City, Zip: Susanville, 96130
Phone: (530) 251-8365
Fax: (530) 251-8070
Email: sbardouski@co.lassen.ca.us

- 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 the agreement. 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 which can be requested through the CDPH Project Representatives for processing.

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

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

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

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

Executed By:

Date: _____

Richard Egan
Lassen County Administrative Officer
221 Roop Street, Suite 4
Susanville, CA 96130

Date: _____

Jeff Mapes, 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

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement public health activities to address gaps in core public health functions within the local health jurisdiction. California Department of Public Health (CDPH) requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting health equity, and reducing health disparities.

Key strategic targets for infectious diseases prevention and control local infrastructure are: surveillance; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

2. Service Location

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

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: Core Public Health Functions

OPTION 1: Surveillance:

Activities	Deliverables	Timeline
Review of laboratory and provider reports, surveillance system documentation, and public health follow-up of infectious disease cases.	<ul style="list-style-type: none">Annually submit finalized infectious disease surveillance data to CDPH by the deadline determined by CDPH.	02/01/20 – 06/30/23
Continue to develop, update, maintain, support and strengthen surveillance systems and epidemiological process.	<ul style="list-style-type: none">Inform and educate local providers on current trends and reporting guidelines, as needed.	02/01/20 – 06/30/23

Exhibit A
Scope of Work

OPTION II: Monitoring and Evaluation of Disease-Specific Prevention Activities

Activities	Deliverables	Timeline
Ensure complete elicitation of contacts to persons with STI's. Ensure evaluation, testing and treatment of identified contacts.	<ul style="list-style-type: none"> Follow-up data entry/submission into CalREDIE. 	02/01/20 – 06/30/23
Outreach education to community.	<ul style="list-style-type: none"> Will provide at least 3 outreach to community via health fairs, community events and training. 1. Lectures to nursing students. 2. Community health fairs. 3. Education to community partners (SUD, Behavioral health). 	02/01/20 – 06/30/23
Develop and document a prioritization strategy for communicable disease investigation that takes into account public health significance and team workload.	<ul style="list-style-type: none"> Documented team workload strategy. Work with PHEP, HPP and Pan Flu for DHV program implementation and criteria. 	02/01/20 – 06/30/23
Promotion of condoms and safe sex education.	<ul style="list-style-type: none"> Give STD testing clients' information on safe sex practices and condoms. 	02/01/20 – 06/30/23

OPTION III: Local Capacity to Respond and Surge for Outbreaks

Activities	Deliverables	Timeline
Coordinate and participate in cluster and outbreak detection and response activities.	Attend interagency outbreak and response trainings at least once per year.	02/01/20 – 06/30/23
Attend (STD) disease specific trainings. (passport to partner services)	Clinic and Case management staff will attend passport to partner services training (or equivalent).	02/01/20 – 06/30/23

Exhibit A
Scope of Work

Activities	Deliverables	Timeline
Work with PHEP, HPP and Pan Flu to develop "just in time" response abilities.	<ul style="list-style-type: none"> Staff to attend "just in time" training 	02/01/20 – 06/30/23
Gather and analyze data on a broad range of health indicators identified in novel or emerging public health threats, case definitions and public health emergencies.	<ul style="list-style-type: none"> Staff to attend trainings to be able to collect and analyze data on disease detection, identification, investigation and response activities. 	02/01/20 – 06/30/23
Conduct activities that enhance disease detection, identification, investigation, and response related to emerging diseases and infectious outbreaks.	<ul style="list-style-type: none"> Interagency trainings on disease detection and reporting responsibilities with epidemiologist. 	02/01/20 – 06/30/23

OPTION IV: Laboratory and Information Technology

Activities	Deliverables	Timeline
Improve infectious disease case and outbreak detection capability and timeliness with Hepatitis and syphilis testing kits.	<ul style="list-style-type: none"> 75% of clients getting STD testing will also get Hepatitis C and syphilis testing. Start 3 point testing, if indicated. 	02/01/20 – 06/30/23
Develop and implement process to detect and investigate potential Hepatitis C and syphilis lab errors.	<ul style="list-style-type: none"> Preliminary testing at Public Health and outreach. Follow up of possible false positive labs. 	02/01/20 – 06/30/23

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 Lassen	94-6000517
By (Authorized Signature)	

Printed Name and Title of Person Signing

Richard Egan, County Administrative Officer

Date Executed	Executed in the County of
	Lassen

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.