

CALIFORNIA Ryan White HIV/AIDS PROGRAM – Part B Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Nevada, hereinafter “Grantee”

Implementing the project, “HIV Care Program”, hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 18-10879, 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.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to: Increase the funding amount, and to modify Project Representatives. There are no additional changes to this grant.

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 increase the grant by \$41,402 and is amended to read: The maximum amount payable under this Grant shall not exceed ~~\$203,324~~ **244,726** (Two Hundred Forty-Four Thousand Seven Hundred Twenty Six Dollars).

AMENDED STANDARD PROVISIONS: The following exhibits are replaced in their entirety, attached, and made a part of this Grant by this reference:

Exhibit A, A1 Letter of Intent

Exhibit A1, A1 List of allocations

Exhibit B, A1 Budget Detail and Payment Provisions

PROJECT REPRESENTATIVES.

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

California Department of Public Health	County of Nevada
Jessica Heskin, Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5819 Fax: (916) 449-5959 Email: jessica.heskin@cdph.ca.gov	Liz Matson Toby Guevin , Program Manager 500 Crown Point Circle, Suite 110 Grass Valley, CA 95945 Telephone: (530) 265-1717 Fax: Email: liz.matson@co.nevada.ca.us toby.guevin@co.nevada.ca.us nevadacountyca.gov

Direct all inquiries to:

California Department of Public Health	County of Nevada
Patricia Bittle Jessica Snow, HIV Care Program Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449- 5988 5819 Fax: (916) 449-5959 Email: patricia.bittle jessica.snow@cdph.ca.gov	Liz Matson Toby Guevin , Program Manager 500 Crown Point Circle, Suite 110 Grass Valley, CA 95945 Telephone: (530) 265-1717 Fax: Email: liz.matson toby.guevin@co.nevada.ca.us nevadacountyca.gov

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

Remittance Address
County of Nevada FISCAL ID: 0000006820 Cashier – Judith Richert, Account Technician 500 Crown Point Circle, Suite 110 Grass Valley, CA 95945 Telephone: (530) 265-7256 Email: judith.richert@co.nevada.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.

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: _____

~~Richard Anderson~~ **Susan Hoek**, Chair
Board of Supervisors
County of Nevada
500 Crown Point Circle, 110
Grass Valley, CA 95945

Date: _____

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



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, A1
 Letter of Intent

February 4, 2022

Liz Matson & Judith Richert
 Nevada County Public Health
 500 Crowne Point Circle, #110,
 Grass Valley, CA 95945

Dear Liz & Judith,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to Nevada County for the Ryan White HIV/AIDS Program (Part B) (RWHAP)/HIV Care Program (HCP) and, if applicable, the Minority AIDS Initiative (MAI).

The goals of CDPH/OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. CDPH/OA utilizes federal Health Resources Services Administration funds to provide support for HIV/AIDS services in local communities (FAIN X0712778, DUNS 799150615, UEI KD2JSY6LNMW7, CFDA 93.917). As the State grantee for RWHAP, CDPH/OA allocates those funds for the administration of the HCP and MAI through grants with Local Health Jurisdictions and Community Based Organizations for the provision of medical and support services to low-income people living with HIV.

These funds will be available to the County of Nevada on a yearly basis from April 1, 2019 – March 31, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is \$244,726 for the purpose of serving persons living with HIV in the County of Nevada.

	Annual Amount for Years 1 to 3	Annual Amount for Years 4 to 5	Total Amount for Years 1 to 5
HIV Care Program	\$49,862	\$47,570	\$244,726
Minority AIDS Initiative	Not applicable	Not applicable	Not applicable
Emerging Communities	Not applicable	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable	Not applicable

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. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under RWHAP Part B. For guidance see the Scope of Work

(https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HCPMAI%20SOWFINAL_Nov2018_ADA.pdf). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA 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.

In order to apply for these funds, you must return the required budget documents by March 4, 2022. The documents should be e-mailed to your assigned HIV Care Program Advisor.

If you have any questions, please feel free to contact me at abel.martinez@cdph.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abel Martinez', with a stylized flourish at the end.

Abel Martinez, MPH
Chief, Care Operations Unit
Office of AIDS, California Department of Public Health

Exhibit AI, A1
List of Allocations

County of Nevada
18-10879 A1

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alameda	\$1,366,541 \$1,366,542	\$1,366,541 \$1,366,542	\$1,366,541 \$1,366,542	\$1,366,541 \$1,320,507	\$1,366,541 \$1,320,507	\$6,832,707 \$6,740,640
Butte (Includes Glenn)	\$172,438 \$172,438	\$140,250 \$172,438	\$140,250 \$172,438	\$140,250 \$144,958	\$140,250 \$144,958	\$733,472 \$807,230
Contra Costa	\$611,187 \$724,567	\$480,375 \$611,187	\$480,375 \$611,187	\$480,375 \$588,268	\$480,375 \$588,268	\$2,532,688 \$3,123,477
Humboldt (Includes Del Norte)	\$160,401 \$160,401	\$136,165 \$160,401	\$136,165 \$160,401	\$136,165 \$187,948	\$136,165 \$187,948	\$701,061 \$857,099
Imperial	\$153,036 \$153,036	\$80,355 \$153,036	\$80,355 \$153,036	\$141,596 \$141,596	\$141,596 \$141,596	\$742,300 \$742,300
Inyo	\$80,355 \$50,885	\$80,355 \$56,917	\$80,355 \$56,917	\$80,355 \$0	\$80,355 \$0	\$401,775 \$164,719
Kern	\$876,915 \$876,914	\$765,179 \$1,076,192	\$765,179 \$1,171,815	\$765,179 \$1,060,782	\$765,179 \$1,060,782	\$3,937,629 \$5,246,485
Kings	\$85,732 \$85,732	\$66,226 \$85,732	\$66,226 \$85,732	\$66,226 \$65,423	\$66,226 \$65,423	\$350,637 \$388,042
Long Beach	\$1,347,497 \$1,347,497	\$1,104,424 \$1,347,497	\$1,104,424 \$1,347,497	\$1,104,424 \$1,328,947	\$1,104,424 \$1,328,947	\$5,765,194 \$6,700,385
Los Angeles	\$5,000,000 \$5,000,000	\$5,000,000 \$5,000,000	\$5,000,000 \$5,000,000	\$5,446,809 \$5,446,809	\$5,446,809 \$5,446,809	\$25,893,618 \$25,893,618
Madera	\$98,794 \$98,794	\$77,958 \$98,794	\$77,958 \$98,794	\$93,399 \$93,399	\$93,399 \$93,399	\$440,626 \$483,180
Marin	\$196,406 \$196,406	\$161,170 \$196,406	\$161,170 \$196,406	\$161,170 \$215,167	\$161,170 \$215,167	\$841,086 \$1,019,552
Merced	\$124,811 \$124,811	\$95,393 \$124,811	\$95,393 \$124,811	\$95,393 \$111,632	\$95,393 \$111,632	\$506,381 \$597,697
Mono	\$44,550 \$44,550	\$44,550 \$44,550	\$0 \$0	\$0 \$0	\$0 \$0	\$222,750 \$89,100
Monterey (Includes San Benito)	\$342,999 \$342,999	\$270,701 \$342,999	\$270,701 \$342,999	\$270,701 \$311,421	\$270,701 \$311,421	\$1,425,804 \$1,651,839
Nevada	\$49,862 \$49,862	\$38,366 \$49,862	\$38,366 \$49,862	\$38,366 \$47,570	\$38,366 \$47,570	\$203,324 \$244,726
Orange	\$2,315,662 \$2,285,779	\$2,315,662 \$2,285,779	\$2,315,662 \$1,882,554	\$2,315,662 \$2,295,489	\$2,315,662 \$2,295,489	\$11,968,272 \$11,464,935
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$233,694 \$233,694	\$181,513 \$233,694	\$181,513 \$233,694	\$181,513 \$206,044	\$181,513 \$206,044	\$959,744 \$1,113,170
Riverside	\$1,454,431 \$1,454,431	\$1,149,316 \$1,454,431	\$1,149,316 \$1,454,431	\$1,149,316 \$1,234,044	\$1,149,316 \$1,234,044	\$6,051,693 \$6,831,381
Sacramento (includes El Dorado, Placer and Yolo)	\$943,680 \$1,262,278	\$986,066 \$1,262,278	\$986,066 \$1,262,278	\$986,066 \$1,318,415	\$986,066 \$1,318,415	\$4,718,464 \$6,423,664
San Bernardino	\$943,680 \$1,033,680	\$943,680 \$943,680	\$943,680 \$943,680	\$943,680 \$905,254	\$943,680 \$905,254	\$4,718,464 \$4,731,548
San Diego	\$2,291,806 \$2,291,806	\$2,291,806 \$2,291,806	\$2,291,806 \$2,291,806	\$2,291,806 \$2,297,977	\$2,291,806 \$2,297,977	\$11,459,032 \$11,471,372
San Francisco	\$3,248,921 \$3,248,921	\$2,672,237 \$3,248,921	\$2,672,237 \$3,248,921	\$2,672,237 \$3,259,617	\$2,672,237 \$3,259,617	\$13,937,869 \$16,265,997
San Joaquin	\$552,736 \$767,907	\$464,049 \$863,530	\$464,049 \$863,530	\$464,049 \$844,608	\$464,049 \$844,608	\$2,408,933 \$3,873,389
San Mateo	\$384,482 \$384,482	\$302,549 \$384,482	\$302,549 \$384,482	\$302,549 \$367,992	\$302,549 \$367,992	\$1,594,678 \$1,889,830
Santa Barbara	\$257,928 \$257,928	\$214,474 \$257,928	\$214,474 \$257,928	\$214,474 \$224,713	\$214,474 \$224,713	\$1,115,824 \$1,223,210
Santa Clara	\$1,106,107 \$1,033,492	\$883,493 \$1,362,869	\$883,493 \$1,458,492	\$883,493 \$1,260,321	\$883,493 \$1,260,321	\$4,639,080 \$6,375,495
Santa Cruz	\$144,818 \$144,818	\$114,195 \$144,818	\$114,195 \$144,818	\$114,195 \$224,624	\$114,195 \$224,624	\$601,598 \$883,702
Solano	\$234,144 \$234,144	\$234,144 \$234,144	\$234,144 \$234,144	\$234,144 \$125,089	\$234,144 \$125,089	\$1,170,719 \$952,610
Stanislaus	\$186,573 \$186,573	\$186,573 \$186,573	\$186,573 \$186,573	\$186,573 \$202,919	\$186,573 \$202,919	\$932,865 \$965,557
Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tulare	\$245,689 \$245,690	\$245,689 \$195,983	\$245,689 \$165,983	\$245,689 \$232,699	\$245,689 \$232,699	\$1,228,447 \$1,073,054
Ventura	\$562,354 \$562,354	\$419,904 \$562,354	\$419,904 \$562,354	\$419,904 \$479,596	\$419,904 \$479,596	\$634,110 \$2,646,254
Ampla Health (Colusa, Sutter, Yuba)	\$154,493 \$154,493	\$159,995 \$154,493	\$159,995 \$154,493	\$159,995 \$337,989	\$159,995 \$137,989	\$840,419 \$939,457
Caring Choices (Shasta, Tehama, Trinity)	\$209,439 \$209,439	\$159,995 \$209,439	\$159,995 \$209,439	\$0 \$0	\$0 \$0	\$628,317 \$628,317
Community Medical Center (Fresno)	\$713,514 \$713,514	\$568,066 \$713,514	\$568,066 \$713,514	\$0 \$674,454	\$0 \$674,454	\$1,995,096 \$3,489,450
CCMC (Lake and Mendocino)	\$423,048 \$123,050	\$407,446 \$123,048	\$407,446 \$123,048	\$407,446 \$98,185	\$407,446 \$98,185	\$552,834 \$565,516
John C. Fremont (Mariposa)	\$44,195 \$44,195	\$44,195 \$44,195	\$44,195 \$44,195	\$44,195 \$40,019	\$44,195 \$40,019	\$220,877 \$212,623
Queen of the Valley (Napa)	\$83,148 \$83,148	\$65,247 \$83,148	\$65,247 \$83,148	\$65,247 \$82,009	\$65,247 \$82,009	\$344,137 \$413,462
Access Support Network (San Luis Obispo)	\$122,100 \$122,100	\$93,227 \$122,100	\$93,227 \$122,100	\$93,227 \$117,835	\$93,227 \$117,835	\$495,008 \$601,970
Santa Rosa CHC (Sonoma)	\$334,949 \$334,949	\$265,809 \$334,949	\$265,809 \$334,949	\$265,809 \$379,814	\$265,809 \$379,814	\$1,398,186 \$1,764,475
Sierra Hope (Alpine, Amador, Calaveras, Inyo, Mono, Tuolumne)	\$133,451 \$133,451	\$104,013 \$133,451	\$104,013 \$178,001	\$104,013 \$183,999	\$104,013 \$183,999	\$549,505 \$812,901
Total	\$28,444,129 \$28,546,424	\$28,589,575 \$28,623,348	\$28,444,126 \$28,476,992	\$27,876,061 \$28,458,132	\$27,876,061 \$28,258,132	\$141,229,960 \$142,363,028

Exhibit B, A1
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

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

~~Invoice Desk
California Department of Public Health
CARE Program
MS-770
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426~~

Invoices shall include the Grant Number and shall be e-mailed as signed copies of HCP invoices (PDF format), including HCP Summary Tracking (Excel format) and detailed supporting documentation directly to the HCP invoice inbox:

HCP_Invoices@cdph.ca.gov

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the 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.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B, A1
 Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$203,324~~ **\$244,726**.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Invoices

- ~~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.~~

An invoice shall be submitted for payment no more than forty-five (45) calendar days following the end of each quarterly service period or thirty (30) calendar days following each monthly service period. The quarterly invoicing deadlines are as follows:

<u>Quarter</u>	<u>Invoice Due Date</u>
<u>Quarter 1 (April 1st – June 30th)</u>	<u>August 15th</u>
<u>Quarter 2 (July 1st – September 30th)</u>	<u>November 15th</u>
<u>Quarter 3 (October 1st – December 31st)</u>	<u>February 15th</u>
<u>Quarter 4 (January 1st – March 31st)</u>	<u>May 15th</u> <u>Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.</u>

- ~~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.~~
If invoice is not submitted by the deadline, and extension may be offered for a MAXIMUM of fourteen (14) calendar days. NO EXTENSIONS MAY BE GRANTED FOR THE Q4 INVOICE. If the invoice is not submitted after the two-week extension, current quarterly/monthly expenditures shall be combined in the next invoice submission, but this may cause significant delays in reimbursement for all invoices for the current FY. Q4 invoice (including any charges from previous quarters) has a hard deadline of May 15th.

6. Grant Closure

- A. Upon the expiration or termination date of this Grant:

- 1) A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following this date. 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.**
- 2) A final list of all paid invoices and a completed Contractor Release Form (CDPH 2532) must be emailed to the HCP_Invoices@cdph.ca.gov once all payments are received.**

Exhibit B, A1
Budget Detail and Payment Provisions

**RELEASE FORM SHOULD NOT BE SIGNED BY ANY PARTIES UNTIL ALL INVOICES
HAVE BEEN PAID AND RECEIVED.**

B. The State may, at its discretion, choose not to honor any delinquent final invoice.

6-7. Travel and Per Diem Reimbursement

**Any reimbursement for necessary travel and per diem shall be at the rates currently in effect
as established by the California Department of Human Resources (CalHR).**