



BRANDON NUNES  
Acting Director

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



GAVIN NEWSOM  
Governor

City of Long Beach  
Attn: Sarady Kong  
Clinical Services Fiscal/ Grants Manager  
2525 Grand Avenue  
Long Beach, CA 90815

12/01/2022

35327

Subject: Amended Grant # 18-10872 A1

Enclosed for your records is a copy of the fully executed Amended Grant Agreement between the California Department of Public Health and City of Long Beach with a term start of April 01, 2019 through term end March 31, 2024.

Due to the Covid-19 pandemic, until further notice, any Department of General Services, (DGS), Approved documents are received electronically. Wet signatures will not be put in the contract package via United States Postal Service,(USPS). Therefore, please consider the documents received via USPS to be DGS approved original copies.

**Contractors responsibility:** *Invoices submitted during the term of the agreement must be in accordance with the contract terms and conditions, the Contractor is responsible for ensuring item(s) billed on the invoice are consistent with the Exhibit A, SOW and Exhibit B-1 Attachment Cost for services.*

**Please Note:**

Public Contract Code 10116 requires state agencies capture information on race, ethnicity, gender and sexual orientation of business owners on all awarded contracts and procurements.

- This information shall not be collected until after the contract has been awarded.
- The completion of the attached form is **strictly voluntary** and **shall be anonymous and shall remain CONFIDENTIAL.**

When applicable, Per Title 2, Section 8117.5 of the California Code of Regulations requires CDPH will notify the Department of Fair Employment and Housing, Office of Compliance Programs of this agreement award of \$5,000 or more.

When applicable, Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841 and California Code of Regulations (CCR) 1896.78 require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information, therefore, if DVBE subcontractors are utilized in performance of this contract/procurement, you must complete and return the attached CDPH 9095 form and return within 60 days from receipt of final payment by either faxing to (916) 319-8583 or mail to SB/DVBE Advocate at address below.

Please contact Program Support Branch, Contracts Management Unit, if you have any questions.

cc: CDPH Contract File

CDPH • Program Support Branch • Contract Services Section, MS 1802  
P.O. Box 997377 □ Sacramento, CA 95899-7377  
(916) 650-0100 • (916) 650-0142 FAX  
Internet Address: [www.cdph.ca.gov](http://www.cdph.ca.gov)



**35327**

**CALIFORNIA Ryan White HIV/AIDS PROGRAM – Part B Program**

**Awarded By**

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

**TO**

**City of Long Beach, hereinafter “Grantee”**

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

**AMENDED GRANT AGREEMENT NUMBER 18-10872, 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 \$935,191 and is amended to read: The maximum amount payable under this Grant shall not exceed ~~\$5,765,194~~ **\$6,700,385** (Six Million Seven Hundred Thousand Three Hundred Eighty Five 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	City of Long Beach
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	<del>Patrick H. West</del> <b>Marina Ohlson-Smorick, City            Manager HIV Care &amp; Prevention Director</b>  2525 Grand Avenue Long Beach, CA 90815  Telephone: (562) 570-4016 <b>4329</b> Fax: Email: <del>patrick.west</del> <b>marina.ohlson-            smorick@longbeach.gov</b>

Direct all inquiries to:

California Department of Public Health	City of Long Beach
<del>Patricia Bittle</del> <b>Jessica Snow, HIV Care            Program Advisor</b>  1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814  Telephone: (916) 449-5988 <b>5819</b> Fax: (916) 449-5959 Email: <del>patricia.bittle</del> <b>jessica.snow@cdph.ca.gov</b>	<del>Marina Ohlson-Smorick</del> <b>Sarady Kong, Program            Director Clinical Services Fiscal/Grants Manager</b>  2525 Grand Avenue Long Beach, CA 90815  Telephone: (562) 570-4329 <b>4341</b> Fax: Email: <del>marina.ohlson-smorick</del> <b>sarady.kong@longbeach.gov</b>

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

Remittance Address
City of Long Beach FISCAL ID: 0000011747  <del>Cashier – Sarady Kong, Fiscal Analyst</del> <b>Clinical Services            Fiscal/Grants Manager</b>  2525 Grand Avenue Long Beach, CA 90815  Telephone: (562) 570-4341 Fax: Email: sarady.kong@longbeach.gov

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: 10/12/2022

APPROVED AS TO FORM  
October 10, 2022  
CHARLES PARKIN, City Attorney  
By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

[Signature: Linda J. Jabum]

~~Patrick H. West~~ **Thomas B. Modica**, City  
Manager City of Long Beach  
2525 Grand Avenue  
Long Beach, CA 90815  
**EXECUTED PURSUANT TO SECTION 301  
THE CITY CHARTER**

Date: 11-3-22

[Signature: Javier Sandoval]

~~Marshall Gregory~~ **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

Sarady Kong & Marina Ohlson-Smorick  
 Long Beach Department of Health & Human Services  
 2525 Grand Avenue,  
 Long Beach, CA 90815

Dear Sarady & Marina,

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 the City of Long Beach 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 City of Long Beach 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 \$6,700,385 for the purpose of serving persons living with HIV in the City of Long Beach.

	<b>Annual Amount for Years 1 to 3</b>	<b>Annual Amount for Years 4 to 5</b>	<b>Total Amount for Years 1 to 5</b>
HIV Care Program	\$1,187,677	<b>\$1,169,127</b>	\$5,901,285
Minority AIDS Initiative	\$159,820	<b>\$159,820</b>	\$799,100
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

Office of AIDS, MS 7700 • P.O. Box 997426 • Sacramento, CA 95899-7426  
 (916) 449-5900 • (916) 449-5909 FAX  
 Internet Address: [www.cdph.ca.gov](http://www.cdph.ca.gov)



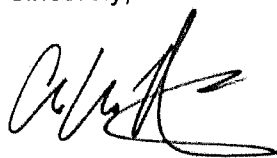
provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to 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](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](mailto: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

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alameda	\$1,366,641 <del>\$1,366,641</del>	\$1,366,641 <del>\$1,366,542</del>	\$1,366,641 <del>\$1,366,542</del>	\$1,366,641 <del>\$1,320,507</del>	\$1,366,641 <del>\$1,320,507</del>	\$6,832,707 <del>\$6,740,640</del>
Butte (Includes Glenn)	\$172,438	\$172,438	\$172,438	\$144,958	\$144,958	\$807,230
Contra Costa	\$611,187 <del>\$724,567</del>	\$480,375 <del>\$611,187</del>	\$480,375 <del>\$611,187</del>	\$480,375 <del>\$588,268</del>	\$480,375 <del>\$588,268</del>	\$2,532,688 <del>\$3,123,477</del>
Humboldt (Includes Del Norte)	\$136,166 <del>\$160,401</del>	\$136,166 <del>\$160,401</del>	\$136,166 <del>\$160,401</del>	\$136,166 <del>\$187,948</del>	\$136,166 <del>\$187,948</del>	\$701,061 <del>\$857,099</del>
Imperial	\$116,601 <del>\$153,036</del>	\$116,601 <del>\$153,036</del>	\$116,601 <del>\$153,036</del>	\$116,601 <del>\$141,596</del>	\$116,601 <del>\$141,596</del>	\$619,441 <del>\$742,300</del>
Inyo	\$80,365 <del>\$50,885</del>	\$80,365 <del>\$56,917</del>	\$80,365 <del>\$56,917</del>	\$80,365 <del>\$0</del>	\$80,365 <del>\$0</del>	\$401,775 <del>\$164,719</del>
Kern	\$765,179 <del>\$876,914</del>	\$765,179 <del>\$1,076,192</del>	\$765,179 <del>\$1,171,815</del>	\$765,179 <del>\$1,060,782</del>	\$765,179 <del>\$1,060,782</del>	\$3,937,629 <del>\$5,246,485</del>
Kings	\$66,226 <del>\$85,732</del>	\$66,226 <del>\$85,732</del>	\$66,226 <del>\$85,732</del>	\$66,226 <del>\$65,423</del>	\$66,226 <del>\$65,423</del>	\$350,637 <del>\$388,042</del>
Long Beach	\$1,104,424 <del>\$1,347,497</del>	\$1,104,424 <del>\$1,347,497</del>	\$1,104,424 <del>\$1,347,497</del>	\$1,104,424 <del>\$1,328,947</del>	\$1,104,424 <del>\$1,328,947</del>	\$5,766,194 <del>\$6,700,385</del>
Los Angeles	\$8,501,444 <del>\$5,000,000</del>	\$8,501,444 <del>\$5,000,000</del>	\$8,501,444 <del>\$5,000,000</del>	\$8,501,444 <del>\$5,446,809</del>	\$8,501,444 <del>\$5,446,809</del>	\$39,006,776 <del>\$25,893,618</del>
Madera	\$77,958 <del>\$98,794</del>	\$77,958 <del>\$98,794</del>	\$77,958 <del>\$98,794</del>	\$77,958 <del>\$93,399</del>	\$77,958 <del>\$93,399</del>	\$410,626 <del>\$483,180</del>
Marin	\$161,170 <del>\$196,406</del>	\$161,170 <del>\$196,406</del>	\$161,170 <del>\$196,406</del>	\$161,170 <del>\$215,167</del>	\$161,170 <del>\$215,167</del>	\$841,086 <del>\$1,019,552</del>
Merced	\$95,393 <del>\$124,811</del>	\$95,393 <del>\$124,811</del>	\$95,393 <del>\$124,811</del>	\$95,393 <del>\$111,632</del>	\$95,393 <del>\$111,632</del>	\$606,381 <del>\$597,697</del>
Mono	\$44,550 <del>\$0</del>	\$44,550 <del>\$0</del>	\$44,550 <del>\$0</del>	\$44,550 <del>\$0</del>	\$44,550 <del>\$0</del>	\$222,750 <del>\$89,100</del>
Monterey (Includes San Benito)	\$270,701 <del>\$342,999</del>	\$270,701 <del>\$342,999</del>	\$270,701 <del>\$342,999</del>	\$270,701 <del>\$311,421</del>	\$270,701 <del>\$311,421</del>	\$1,426,804 <del>\$1,651,839</del>
Nevada	\$38,366 <del>\$49,862</del>	\$38,366 <del>\$49,862</del>	\$38,366 <del>\$49,862</del>	\$38,366 <del>\$47,570</del>	\$38,366 <del>\$47,570</del>	\$203,324 <del>\$244,726</del>
Orange	\$2,315,662 <del>\$2,705,624</del>	\$2,315,662 <del>\$2,285,779</del>	\$2,315,662 <del>\$1,882,554</del>	\$2,315,662 <del>\$2,295,489</del>	\$2,315,662 <del>\$2,295,489</del>	\$11,988,272 <del>\$11,464,935</del>
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$181,613 <del>\$233,694</del>	\$181,613 <del>\$233,694</del>	\$181,613 <del>\$233,694</del>	\$181,613 <del>\$206,044</del>	\$181,613 <del>\$206,044</del>	\$869,744 <del>\$1,113,170</del>
Riverside	\$1,149,316 <del>\$1,454,431</del>	\$1,149,316 <del>\$1,454,431</del>	\$1,149,316 <del>\$1,454,431</del>	\$1,149,316 <del>\$1,234,044</del>	\$1,149,316 <del>\$1,234,044</del>	\$6,051,693 <del>\$6,831,381</del>
Sacramento (Includes El Dorado, Placer and Yolo)	\$986,066 <del>\$1,262,278</del>	\$986,066 <del>\$1,262,278</del>	\$986,066 <del>\$1,262,278</del>	\$986,066 <del>\$1,318,415</del>	\$986,066 <del>\$1,318,415</del>	\$5,206,543 <del>\$6,423,664</del>
San Bernardino	\$943,680 <del>\$1,033,680</del>	\$943,680	\$943,680	\$943,680 <del>\$905,254</del>	\$943,680 <del>\$905,254</del>	\$4,718,401 <del>\$4,731,548</del>
San Diego	\$2,291,806 <del>\$2,672,237</del>	\$2,291,806 <del>\$2,672,237</del>	\$2,291,806 <del>\$2,672,237</del>	\$2,291,806 <del>\$2,297,977</del>	\$2,291,806 <del>\$2,297,977</del>	\$11,469,032 <del>\$11,471,372</del>
San Francisco	\$3,248,921 <del>\$2,464,049</del>	\$3,248,921 <del>\$2,464,049</del>	\$3,248,921 <del>\$2,464,049</del>	\$3,248,921 <del>\$2,259,617</del>	\$3,248,921 <del>\$2,259,617</del>	\$13,937,860 <del>\$16,265,997</del>
San Joaquin	\$552,736 <del>\$767,907</del>	\$552,736 <del>\$767,907</del>	\$552,736 <del>\$767,907</del>	\$552,736 <del>\$844,608</del>	\$552,736 <del>\$844,608</del>	\$2,408,933 <del>\$3,873,389</del>
San Mateo	\$302,549 <del>\$384,482</del>	\$302,549 <del>\$384,482</del>	\$302,549 <del>\$384,482</del>	\$302,549 <del>\$367,992</del>	\$302,549 <del>\$367,992</del>	\$1,594,678 <del>\$1,889,430</del>
Santa Barbara	\$214,474 <del>\$257,928</del>	\$214,474 <del>\$257,928</del>	\$214,474 <del>\$257,928</del>	\$214,474 <del>\$224,713</del>	\$214,474 <del>\$224,713</del>	\$1,116,824 <del>\$1,223,210</del>
Santa Clara	\$883,493 <del>\$1,106,107</del>	\$883,493 <del>\$1,106,107</del>	\$883,493 <del>\$1,106,107</del>	\$883,493 <del>\$1,260,321</del>	\$883,493 <del>\$1,260,321</del>	\$4,639,080 <del>\$6,375,495</del>
Santa Cruz	\$114,195 <del>\$144,818</del>	\$114,195 <del>\$144,818</del>	\$114,195 <del>\$144,818</del>	\$114,195 <del>\$224,624</del>	\$114,195 <del>\$224,624</del>	\$601,598 <del>\$883,702</del>
Solano	\$234,144 <del>\$234,144</del>	\$234,144 <del>\$234,144</del>	\$234,144 <del>\$234,144</del>	\$234,144 <del>\$125,089</del>	\$234,144 <del>\$125,089</del>	\$1,170,719 <del>\$952,610</del>
Stanislaus	\$186,573 <del>\$186,573</del>	\$186,573 <del>\$186,573</del>	\$186,573 <del>\$186,573</del>	\$186,573 <del>\$202,919</del>	\$186,573 <del>\$202,919</del>	\$932,865 <del>\$965,557</del>
Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tulare	\$245,689 <del>\$245,690</del>	\$245,689 <del>\$195,983</del>	\$245,689 <del>\$165,983</del>	\$245,689 <del>\$232,699</del>	\$245,689 <del>\$232,699</del>	\$1,238,447 <del>\$1,073,054</del>
Ventura	\$286,072 <del>\$562,354</del>	\$286,072 <del>\$562,354</del>	\$286,072 <del>\$562,354</del>	\$286,072 <del>\$479,596</del>	\$286,072 <del>\$479,596</del>	\$1,708,640 <del>\$2,646,254</del>
Ampla Health (Colusa, Sutter, Yuba)	\$119,904 <del>\$154,493</del>	\$119,904 <del>\$154,493</del>	\$119,904 <del>\$154,493</del>	\$119,904 <del>\$337,989</del>	\$119,904 <del>\$337,989</del>	\$634,110 <del>\$939,457</del>
Caring Choices (Shasta, Tehama, Trinity)	\$159,995 <del>\$209,439</del>	\$159,995 <del>\$209,439</del>	\$159,995 <del>\$209,439</del>	\$159,995 <del>\$0</del>	\$159,995 <del>\$0</del>	\$849,449 <del>\$628,317</del>
Community Medical Center (Fresno)	\$713,514 <del>\$713,514</del>	\$713,514 <del>\$713,514</del>	\$713,514 <del>\$713,514</del>	\$713,514 <del>\$674,454</del>	\$713,514 <del>\$674,454</del>	\$1,996,086 <del>\$3,489,450</del>
CCMC (Lake and Mendocino)	\$107,446 <del>\$123,050</del>	\$107,446 <del>\$123,050</del>	\$107,446 <del>\$123,050</del>	\$107,446 <del>\$98,185</del>	\$107,446 <del>\$98,185</del>	\$662,834 <del>\$565,516</del>
John C. Fremont (Mariposa)	\$44,195 <del>\$44,195</del>	\$44,195 <del>\$44,195</del>	\$44,195 <del>\$44,195</del>	\$44,195 <del>\$40,019</del>	\$44,195 <del>\$40,019</del>	\$220,977 <del>\$212,623</del>
Queen of the Valley (Napa)	\$65,247 <del>\$83,148</del>	\$65,247 <del>\$83,148</del>	\$65,247 <del>\$83,148</del>	\$65,247 <del>\$82,009</del>	\$65,247 <del>\$82,009</del>	\$344,137 <del>\$413,462</del>
Access Support Network (San Luis Obispo)	\$93,227 <del>\$122,100</del>	\$93,227 <del>\$122,100</del>	\$93,227 <del>\$122,100</del>	\$93,227 <del>\$117,835</del>	\$93,227 <del>\$117,835</del>	\$496,098 <del>\$601,870</del>
Santa Rosa CHC (Sonoma)	\$265,809 <del>\$334,949</del>	\$265,809 <del>\$334,949</del>	\$265,809 <del>\$334,949</del>	\$265,809 <del>\$379,814</del>	\$265,809 <del>\$379,814</del>	\$1,398,185 <del>\$1,764,475</del>
Sierra Hope (Alpine, Amador, Calaveras, Inyo, Mono, Tuolumne)	\$104,013 <del>\$133,451</del>	\$104,013 <del>\$133,451</del>	\$104,013 <del>\$178,001</del>	\$104,013 <del>\$183,999</del>	\$104,013 <del>\$183,999</del>	\$649,506 <del>\$812,901</del>
<b>Total</b>	<del>\$28,444,429</del> <del>\$28,548,424</del>	<del>\$28,589,575</del> <del>\$28,623,348</del>	<del>\$28,444,426</del> <del>\$28,476,992</del>	<del>\$27,876,061</del> <del>\$28,458,132</del>	<del>\$27,876,061</del> <del>\$28,258,132</del>	<del>\$144,229,960</del> <del>\$142,363,028</del>

**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 \$5,765,194 **\$6,700,385**.
- 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 1<sup>st</sup> – June 30<sup>th</sup>)</u>	<u>August 15<sup>th</sup></u>
<u>Quarter 2 (July 1<sup>st</sup> – September 30<sup>th</sup>)</u>	<u>November 15<sup>th</sup></u>
<u>Quarter 3 (October 1<sup>st</sup> – December 31<sup>st</sup>)</u>	<u>February 15<sup>th</sup></u>
<u>Quarter 4 (January 1<sup>st</sup> – March 31<sup>st</sup>)</u>	<u>May 15<sup>th</sup></u> <b><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>

~~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).**



TOMÁS J. ARAGÓN, M.D., Dr.P.H  
Director and State Public Health Officer

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



GAVIN NEWSOM  
Governor

December 01, 2022

Sarady Kong  
Clinical Services Fiscal/ Grants Manager  
City of Long Beach  
2525 Grand Avenue  
Long Beach, CA 90815

**RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine # 18-10872 A1**

Dear Sarady Kong

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the 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 contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

*Quitta Andraos*

CMSS



## Prime Contractor's DVBE Subcontracting Report Form Instructions

**GENERAL INFORMATION:** Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information.

Prime Contractors are required to maintain records that support the information submitted on this form and that confirm all payments to DVBE subcontractor(s) have been made.

### DEPARTMENT ONLY INSTRUCTIONS:

The awarding Department's completion of the following information, prior to issuing this form to the Prime Contractors ensures that all DVBE subcontractor activities are reported for DVBE firms resulting in the award.

1. Fill in the **Department Use Only** section, which includes:
  - Contract Number
  - Department
  - Prime Contractor
  - Date Contract Completed
  - Contract Award Amount
2. Complete columns A, B, C & D of the DVBE subcontractors table, for each individual subcontractor used.

### PRIME CONTRACTOR'S INSTRUCTIONS:

1. Fill in **Prime Contractor** section, which includes:
    - FEIN Number
    - Phone Number
    - Address
    - Email Address
    - Date Final Payment Received
    - Contract Received Amount
  2. Complete the DVBE subcontractor information in columns E & F ONLY. **If you do not see a subcontractor listed in the table that was utilized on your contract, please fill out sections A-F of the table.**
  3. Complete Signature block with Printed name, Signature & Date.
- PLEASE NOTE:** Include all DVBE's that performed an element of work for this contract regardless of tier, and report ONLY ONE contract per form.

**PLEASE FAX OR MAIL THE FORM BACK TO THE CDPH SB/DVBE ADVOCATE WITHIN 60-DAYS OF RECEIPT OF FINAL PAYMENT.**

## VOLUNTARY STATISTICAL DATA SHEET

Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

*For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

### **Ethnicity/Minority Classification** – As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

**Race Classification** – As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <https://www.whitehouse.gov/wp-content/uploads/2017/11/Revisions-to-the-Standards-for-the-Classification-of-Federal-Data-on-Race-and-Ethnicity-October30-1997.pdf>

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- Other

**Gender Classification**

- Female
- Male
- Transgender

**Sexual Orientation Classification** – As defined by Public Contract Code 10111(f)

- Lesbian
- Gay
- Bisexual

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- Goods
- Services
- Construction

**Total Contract Purchase:** \$ 6,700,385.00

**Contract Award Date:** 11/03/2022