

40. Approve Second Amendment to Agreement with California Department of Public Health relating to funding for HIV prevention increasing the maximum contract amount by \$185,469 from \$445,126 to \$630,595, and extending the agreement for a two-month period through July 31, 2024, that has been reviewed and approved by County Counsel as to form and legality. (ID# 24-4940)

**California HIV Prevention Grant Program**

**Awarded By**

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

**TO**

**County of Santa Clara, hereinafter “Grantee”**

**Implementing the project, “Enhanced Integration”, hereinafter “Project”**

**AMENDED GRANT AGREEMENT NUMBER 22–10797, A2**

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 131085b.

**PURPOSE FOR AMENDMENT:** This amendment adds additional funding, replaces Exhibit A1, HIV Prevention Grant Allocations in its entirety, and extends the term of the grant by (2) months to continue providing services without any disruption; and aligns the grant term with the federal award for Integrated HIV Surveillance and Prevention Programs for Health Departments.

**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 \$185,469.25 and is amended to read: ~~\$445,126.00~~ **\$630,595.25 (Six Hundred Thirty Thousand, Five Hundred Ninety-Five Dollars, and Twenty-Five Cents).**

**AMENDED TERM OF GRANT:** The term of this Grant shall be amended to read as January 1, 2023 and terminates on ~~May 31, 2024~~ **July 31, 2024**. No funds may be requested or invoiced for work performed or costs incurred after ~~May 31, 2024~~ **July 31, 2024**.

EXHIBIT A LETTER OF AWARD

EXHIBIT AI HIV PREVENTION GRANT ALLOCATIONS

Approved: 04/16/2024

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

<b>California Department of Public Health</b>	<b>County of Santa Clara</b>
Jesse Peck, HIV Prevention Branch Chief	Akanksha Vaidya, Assistant Public Health Officer
Telephone: (916) 449-5825 Email: jesse.peck@cdph.ca.gov	Telephone: (408) 299-5051 Email: PHDContracts@phd.sccgov.org akanksha.vaidya@phd.sccgov.org

Direct all inquiries to:

<b>California Department of Public Health</b>	<b>County of Santa Clara</b>
Tony Mixon, Program Adviser 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	Raj Gill, Health Program Manager III 976 Lenzen Avenue, Suite 1800 San Jose, CA 95126
Email: tony.mixon@cdph.ca.gov	Email: raj.gill@phd.sccgov.org

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

<b>Remittance Address</b>
County of Santa Clara Cashier – Tina Cordero, Chief Fiscal Officer HHS - SCHVHHS - Miscellaneous Revenues Deposit  P.O. Box 13328 Pasadena, CA 91189-3328 Lockbox Number: 0138414

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.

Contract Execution: Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

State of California – Health and Human Services Agency – California Department of Public Health  
CDPH 1229A (Rev. 09/2022)

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

Executed By:

Date: APR 16 2024

Susan Ellenberg  
Susan Ellenberg  
President, Board of Supervisors  
County of Santa Clara

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:  
Curtis Boone  
Curtis Boone  
Acting Clerk of the Board of Supervisors

Approved as to Form and Legality:

DocuSigned by:  
Jenny Lam 3/21/2024  
Jenny Lam Date  
Deputy County Counsel

Date: 7-1-24

Javier Sandoval  
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

Approved by:

DocuSigned by:  
Sarah L. Rudman 3/21/2024  
Sarah L. Rudman, MD Date  
Deputy Public Health Officer

Approved:

DocuSigned by:  
Tina Cordero 3/25/2024  
Tina Cordero Date  
CSCHS Fiscal Officer



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

January 3, 2024

**Exhibit A**  
Letter of Award

Akanksha Vaidya, MD  
Assistant Public Health Officer  
County of Santa Clara  
976 Lenzen Avenue, Suite 1800  
San Jose, CA 95126

Dear Akanksha,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA), HIV Prevention Branch, intends to grant the Santa Clara County Public Health Department an additional amount of \$185,469.25 and extend the grant period through July 31, 2024. The additional funding is intended to provide services consistent with the Centers for Disease Control and Prevention (CDC) funding PS18-1802 entitled Integrated HIV Surveillance and Prevention Funding for Health Departments.

The funds must be used for evidence based public health activities to address HIV Prevention within your local health jurisdiction (LHJ). The scope of work for these funds is limited to the activities from the LHJ's approved work plan and based on OA HIV prevention strategies in OA's PS18-1802 guidance: *Enhanced Integration: Guide to HIV Prevention and Surveillance*:

- Strategy 1 – Strengthen disease investigation infrastructure
- Strategy 2 – Expand and provide navigation services
- Strategy 3 – Expand Access to syringe services for people who inject drugs

For the implementation of these strategies, recipients should begin to embed and/or enhance the following priorities and approaches within their funded strategies and activities:

- **Status Neutral Approach:** A status-neutral approach to care means that regardless of HIV status, people have access and support to stay on highly effective public health interventions like PrEP and HIV treatment.
- **Syndemic Approach:** Sexually transmitted infections, viral hepatitis, injection drug use, and HIV are interacting epidemics, or syndemics, that can be addressed using similar strategies.
- **Health Equity:** Health is central to human happiness and well-being and is affected by where people live, learn, work, and play. Health equity is when everyone has the opportunity to be as healthy as possible.



- **Innovative HIV Testing Strategies, including HIV Self-Testing:** The mass distribution of HIV self-test kits is one strategy to increase awareness of HIV and other sexually transmitted infections.

For additional information on these approaches, please see the following resources:

NHAS: [National HIV/AIDS Strategy for the United States 2022-2025](#)

CDC DHP Status Neutral Issue Brief: <https://www.cdc.gov/hiv/pdf/policies/issue-brief/Issue-Brief-Status-Neutral-HIV-Care.pdf>

NASTAD resource on Status Neutral: <https://nastad.org/resources/employing-status-neutral-approaches-end-hiv-epidemic-series>

EHE website (syndemics): [CDC's Role | Ending the Epidemic | CDC](#).

CDC DHP Blue Book: [HIV Prevention in the United States: Mobilizing to End the Epidemic \(cdc.gov\)](#)

Health Equity: [What is Health Equity? \(cdc.gov\)](#)

NCHHSTP Syndemics: [Reversing the rise in STIs: Integrating services to address the syndemic of STIs, HIV, substance use, and viral hepatitis \(cdc.gov\)](#)

Self Testing Issue Brief: [Self Testing Issue Brief | Policy and Law | HIV/AIDS | CDC](#)

Your assigned Business Analyst, Antonio Mixon, will be your contact to negotiate adjustments to the program description and budget. Please remember that the grant agreement is not finalized until it has been fully executed by CDPH's Contract Management Unit and is dependent upon final funding from the CDC.

If you have any questions regarding this letter, you may contact me at [jesse.peck@cdph.ca.gov](mailto:jesse.peck@cdph.ca.gov).

Sincerely,

*Jesse Peck*

Jesse Peck, HIV Prevention Branch Chief  
Office of AIDS  
California Department of Public Health

Cc: Duane Cissna, OA Prevention Branch  
Karin Hill, OA Prevention Branch  
Jen Rohde-Budz, OA Prevention Branch  
Matthew Willis, OA Prevention Branch  
Antonio Mixon, OA Prevention Branch  
Raj Gill, MPH, Santa Clara County  
Gina Vittori, MPH, Santa Clara County

**Exhibit A1**  
HIV Prevention Grant Allocations

LHJ	Allocations*				
	FY 22/23	FY 23/24**	<b>FY 23/24** FY 24/25** Additional Funding</b>	<b>Original Total</b>	<b>Revised Total</b>
Alameda	\$ 445,018.00	\$ 445,018.00	<b>\$ 370,848.25</b>	<del>\$ 890,036.00</del>	<b>\$ 1,260,884.25</b>
Contra Costa	\$ 198,007.00	\$ 198,007.00	<b>\$ 165,005.75</b>	<del>\$ 396,014.00</del>	<b>\$ 561,019.75</b>
Fresno	\$ 149,602.50	\$ 149,602.50	<b>\$ 124,668.75</b>	<del>\$ 299,205.00</del>	<b>\$ 423,873.75</b>
Kern	\$ 120,895.00	\$ 120,895.00	<b>\$ 100,745.75</b>	<del>\$ 241,790.00</del>	<b>\$ 342,535.75</b>
Marin	\$ 42,921.00	\$ 42,921.00	<b>\$ 35,767.50</b>	<del>\$ 85,842.00</del>	<b>\$ 121,609.50</b>
Monterey	\$ 51,918.50	\$ 51,918.50	<b>\$ 43,265.50</b>	<del>\$ 103,837.00</del>	<b>\$ 147,102.50</b>
Orange	\$ 425,906.50	\$ 425,906.50	<b>\$ 354,922.00</b>	<del>\$ 851,813.00</del>	<b>\$ 1,206,735.00</b>
Riverside	\$ 523,545.00	\$ 523,545.00	<b>\$ 436,287.50</b>	<del>\$ 1,047,090.00</del>	<b>\$ 1,483,377.50</b>
Sacramento	\$ 324,704.50	\$ 324,704.50	<b>\$ 270,587.00</b>	<del>\$ 649,409.00</del>	<b>\$ 919,996.00</b>
San Bernardino	\$ 348,566.00	\$ 348,566.00	<b>\$ 290,471.75</b>	<del>\$ 697,132.00</del>	<b>\$ 987,603.75</b>
San Diego	\$ 842,990.00	\$ 842,990.00	<b>\$ 702,491.75</b>	<del>\$ 1,685,980.00</del>	<b>\$ 2,388,471.75</b>
San Joaquin	\$ 105,464.50	\$ 105,464.50	<b>\$ 87,887.00</b>	<del>\$ 210,929.00</del>	<b>\$ 298,816.00</b>
San Mateo	\$ 99,576.50	\$ 99,576.50	<b>\$ 82,980.50</b>	<del>\$ 199,153.00</del>	<b>\$ 282,133.50</b>
Santa Barbara	\$ 45,747.00	\$ 45,747.00	<b>\$ 38,122.50</b>	<del>\$ 91,494.00</del>	<b>\$ 129,616.50</b>
Santa Clara	\$ 222,563.00	\$ 222,563.00	<b>\$ 185,469.25</b>	<del>\$ 445,126.00</del>	<b>\$ 630,595.25</b>
Santa Cruz	\$ 33,865.50	\$ 33,865.50	<b>\$ 28,221.25</b>	<del>\$ 67,731.00</del>	<b>\$ 95,952.25</b>
Solano	\$ 94,163.00	\$ 94,163.00	<b>\$ 78,469.25</b>	<del>\$ 188,326.00</del>	<b>\$ 266,795.25</b>
Sonoma	\$ 90,845.00	\$ 90,845.00	<b>\$ 75,704.25</b>	<del>\$ 181,690.00</del>	<b>\$ 257,394.25</b>
Stanislaus	\$ 56,961.50	\$ 56,961.50	<b>\$ 47,468.00</b>	<del>\$ 113,923.00</del>	<b>\$ 161,391.00</b>
Ventura	\$ 75,765.50	\$ 75,765.50	<b>\$ 63,138.00</b>	<del>\$ 151,531.00</del>	<b>\$ 214,669.00</b>
	<b>\$ 4,299,025.50</b>	<b>\$ 4,299,025.50</b>	<b>\$ 3,582,521.50</b>	<del>\$ 8,598,051.00</del>	<b>\$ 12,180,572.50</b>

\*CDC PS18-1802 HIV Prevention funds are allocated to 20 local health jurisdictions (LHJ) within the California Project Area. The allocation funding includes the percentage of people living with HIV (PLWH) in the LHJ using the last reported address, excluding persons living in a prison. Percentages of African American, Latinx, and people living below poverty are also integrated in the formula. The weight of the criteria for the formula: 75%: Percentage of PLWH in LHJ, excluding prison cases (2016 surveillance data); 15%: Percentage of African Americans in LHJ (2010 Census Data); 5%: Percentage of Latinx (2010 Census Data); and 5%: Percentage of people living below poverty (2010 Census Data).

\*\*CDC PS18-1802 funding is awarded by CDC on a calendar year basis (January 1 - December 31). Grant awards from CDPH to LHJs are based on the state fiscal year (July 1 - June 30), for FY 22/23 FY 23/24 and FY 24/25 the allocation listed reflects six months **only five months of available funding, with appropriate rounding to eliminate cents as much as possible**. All award amounts are dependent upon final funding amounts from the CDC.

STATE OF CALIFORNIA  
**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**  
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES  
OFFICE OF LEGAL SERVICES

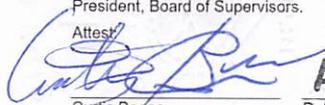
Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal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

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:  
  
 APR 16 2024  
 Date  
 Curtis Bodne  
 Acting Clerk of the Board of Supervisors

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Santa Clara	94-6000533

By (Authorized Signature)

  
 Printed Name and Title of Person Signing

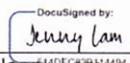
Susan Ellenberg, President, Board of Supervisors

Executed in the County of	Executed in the State of
SANTA CLARA	CA

Date Executed

APR 16 2024

Approved as to Form and Legality:

DocuSigned by:  
  
 Jenny Lam  
 Deputy County Counsel

4/9/2024

Date

# Contractor Certification Clauses

CCC 04/2017

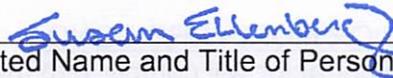
## CERTIFICATION

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 Santa Clara	94-6000533

By (Authorized Signature)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

  
Printed Name and Title of Person Signing

Attest:



APR 16 2024

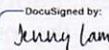
Susan Ellenberg, President, Board of Supervisors

Curtis Boone  
Acting Clerk of the Board of Supervisors

Date

Date Executed	Executed in the County of
APR 16 2024	Santa Clara

Approved as to Form and Legality:

DocuSigned by:  


4/9/2024

Jenny Lam  
Deputy County Counsel

Date

## 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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



24-4940

**DATE:** April 16, 2024

**TO:** Board of Supervisors

**FROM:** Sara H. Cody, MD, Health Officer/Director of Public Health

**SUBJECT:** Second Amendment to Agreement with CDPH for HIV Prevention

**RECOMMENDED ACTION**

Approve Second Amendment to Agreement with California Department of Public Health relating to funding for HIV prevention increasing the maximum contract amount by \$185,469 from \$445,126 to \$630,595, and extending the agreement for a two-month period through July 31, 2024, that has been reviewed and approved by County Counsel as to form and legality.

**FISCAL IMPLICATIONS**

Approval of the recommended action would have no net fiscal impact to the County General Fund. The Public Health Department (PHD) was previously awarded \$445,126.00 for HIV prevention services from the California Department of Public Health (CDPH) for a period of January 1, 2023 through May 31, 2024. This amendment would increase the not to exceed amount to \$630,595.25 and extend the term through July 31, 2024.

**CONTRACT HISTORY**

On March 14, 2023 (Item No. 46), the Board of Supervisors approved a delegation of authority to enter into an agreement with CDPH for HIV prevention in an amount not to exceed \$445,126 and a term of January 1, 2023 through December 31, 2023. On May 22, 2023, PHD approved this Agreement.

On September 20, 2023, Procurement approved the First Amendment to Agreement with CDPH for HIV prevention with no change to the not to exceed amount and extending the term through May 31, 2024.

In January 2024, CDPH Office of Aids (OA) sent PHD's Sexual Health and Harm Reduction Program a letter of intent to continue to award funds for HIV prevention. The second amendment to the agreement will increase the funding by \$185,429.25 and extend the contract term through July 31, 2024.

Approved: 04/16/2024

## **REASONS FOR RECOMMENDATION AND BACKGROUND**

Through this agreement, CDPH provides funding for evidence-based public health HIV prevention activities. With this funding, the STD/HIV Prevention & Control Program will accomplish the following

- Strategy 1 – Strengthen disease investigation infrastructure
- Strategy 2 – Expand and provide navigation services
- Strategy 3 – Expand access to syringe services for people who inject drugs

For the implementation of these strategies, PHD will embed and/or enhance the following priorities and approaches within their funded strategies and activities:

- **Status Neutral Approach:** A status-neutral approach to care means that regardless of HIV status, people have access and support to stay on highly effective public health interventions like PrEP and HIV treatment.
- **Syndemic Approach:** Sexually transmitted infections, viral hepatitis, injection drug use, and HIV are interacting epidemics, or syndemics, that can be addressed using similar strategies.
- **Health Equity:** Health is central to human happiness and well-being and is affected by where people live, learn, work, and play. Health equity is when everyone has the opportunity to be as healthy as possible.
- **Innovative HIV Testing Strategies, including HIV Self-Testing:** The mass distribution of HIV self-test kits is one strategy to increase awareness of HIV and other sexually transmitted infections.

## **CHILD IMPACT**

The funded strategies do not focus on providing services for children; however, there is a positive impact on children when HIV is prevented among the adults in their lives, as well as a decreased risk of perinatal transmission when HIV is prevented or controlled during pregnancy. The recommended action will allow the Department to continue to implement the funded strategies and activities that prevent HIV in the community.

## **SENIOR IMPACT**

While the majority of new HIV infections are diagnosed in people ages 25 to 44, in 2022, 20% of new infections were in people age 50 and older. Life-prolonging treatment means that more than 50% of people living with HIV in Santa Clara County are over 50. HIV prevention activities funded by this grant are made available to all people in Santa Clara County including seniors who may be at risk for acquiring HIV. The recommended action will allow the Department to continue to implement the funded strategies and activities to prevent new HIV infections among all adults, including seniors.

## **SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

### **CONSEQUENCES OF NEGATIVE ACTION**

Failure to approve the recommended action would impact PHD's ability to conduct HIV Prevention activities.

### **STEPS FOLLOWING APPROVAL**

Upon approval, Clerk of the Board shall notify Jasmine Luna in the Public Health Department. Upon execution by CDPH, PHD will return one fully executed agreement packet to the Clerk of the Board.

### **ATTACHMENTS:**

- CDPH HIV Prevention A02\_1229A
- California Civil Rights Laws Attachment
- CCC 042017