

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-244 A-1

SAP Number

Department of Public Health

Department Contract Representative	<u>Heather Cockerill</u>
Telephone Number	<u>909 387-4557</u>
Contractor	<u>California Department of Public Health</u>
Contractor Representative	<u>Jesse Peck</u>
Telephone Number	<u>(916) 449-5825</u>
Contract Term	<u>1/1/2023 through 5/31/2024</u>
Original Contract Amount	<u>\$697,132</u>
Amendment Amount	<u>\$N/A</u>
Total Contract Amount	<u>\$697,132</u>
Cost Center	<u>9300101000</u>

Briefly describe the general nature of the contract:

Amendment No. 1 to Contract No. 23-244 (Grant Agreement No. 22-10792) from the California Department of Public Health, HIV Surveillance and Prevention grant for the Enhanced Integration project, extending the contract an additional five months, for a total contract period of January 1, 2023 through May 31, 2024, with no change to the original award amount of \$697,132

FOR COUNTY USE ONLY

Approved as to Legal Form

for Adam Ebright, Deputy County Counsel

Date 8/11/2023

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Joshua Dugas (Aug 11, 2023 14:32 PDT)
Joshua Dugas, Director

Date Aug 11, 2023

California HIV Prevention Grant Program
Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of San Bernardino, hereinafter “Grantee”
Implementing the project, “Enhanced Integration”, hereinafter “Project”
AMENDED GRANT AGREEMENT NUMBER 22-10792 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 131085b.

PURPOSE FOR AMENDMENT: This amendment extends the term of the grant by (5) additional months to continue providing services without any disruption; also, to align the grant term with the federal award for Integrated HIV Surveillance and Prevention Programs for Health Departments. This is a no cost extension.

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

AMENDED TERM OF GRANT:

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

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

California Department of Public Health	County of San Bernardino
Jesse Peck, HIV Prevention Branch Chief Telephone: (916) 449-5825 Email: jesse.peck@cdph.ca.gov	Dawn Rowe, Chair, Board of Supervisors Telephone: (909) 387-4855 Email: supervisor.rowe <u>dawn.rowe@bos.sbcounty.gov</u>

Direct all inquiries to:

California Department of Public Health	County of San Bernardino
Catherine Cortez, Program Adviser 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Email: catherine.cortez@cdph.ca.gov	Heather Cockerill, Program Manager 340 N. Mountain View Avenue San Bernardino, CA 92415 Email: hcockerill@dph.sbcounty.gov

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

Remittance Address
County of San Bernardino Cashier – Eric Patrick, Administrative Manager
451 E. Vanderbilt Way, Suite 200 San Bernardino, CA 92408
Telephone: (909) 387-6630 Email: eric.patrick@dph.sbcounty.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 this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

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

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

Executed By:

Date: AUG 22 2023

Dawn Rowe, Chair, Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415-0110

Date: _____

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

June 20, 2023

Heather Cockerill, MPH, CHES
Public Health Program Coordinator/HIV/AIDS Director
County of San Bernardino
340 N. Mountain View Avenue
San Bernardino, CA 92415

Dear Heather,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA), HIV Prevention Branch, has granted the San Bernardino County Public Health Department \$697,132.00 and has revised the grant period to be January 1, 2023 through May 31, 2024, 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, Catherine Cortez, 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, please contact Catherine Cortez at catherine.cortez@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
Matthew Willis, OA Prevention Branch
Catherine Cortez, OA Prevention Branch
Susan Strong, San Bernardino County

Contractor Certification Clause

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
San Bernardino County	95-6002748
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Dawn Rowe, Chair, Board of Supervisors	
Date Executed	Executed in the County of
AUG 22 2023	San Bernardino

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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](#) 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).

DOMESTIC PARTNERS:

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

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.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.


PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> San Bernardino County		95-6002748
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dawn Rowe, Chair, Board of Supervisors		
<i>Date Executed</i> AUG 22 2023	<i>Executed in the County and State of</i> San Bernardino California	