

## **CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM**

### **STD Program Management**

#### **Awarded By**

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

**TO**

**County of Fresno, hereinafter “Grantee”**

**Implementing the “STD Program Management and Collaboration Project,” hereinafter  
“Project”**

### **AMENDED GRANT AGREEMENT NUMBER 19-10960, 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 131085(a).

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to: The purpose of the Grant amendment is to: Increase the Grant amount for Fiscal Year (FY) 2022 and FY 2023 to allow the Grantee to continue performing more of the same services as identified in Exhibit A and to reimburse the Grantee accordingly. Revise Exhibit B, Budget Detail and Payment Provision (in its entirety) and Exhibit E, Standards and Procedures to include the [Health and Safety Code \(HSC\) 120511](#) amended language regarding material support items for purposes consistent with this section. Update project representatives' information. Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A, Scope of Work, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

**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 for **FY 2022** by **\$265,332** and **FY 2023 by \$265,332** and is amended to read: The maximum amount payable under this Grant shall not exceed ~~One Million, One Hundred Thirty-Six Thousand, Seven Hundred Fifty-Three Dollars (\$1,136,753)~~ **One Million, Six Hundred Sixty-Seven Thousand, Four Hundred Seventeen Dollars (\$1,667,417).**

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

Exhibit B      BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit E      STANDARDS AND GENERAL TERMS AND CONDITIONS **PROCEDURES**

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

<b>California Department of Public Health</b>	Grantee: <b>County of Fresno</b>
Name: <del>Karlo Estacio</del> <b><u>Alexia McGonagle</u></b> Chief, Business Operations Support Section	Name: Jena Adams Supervising CDC Specialist
Address: P.O. Box 997377, MS 7320	Address: <del>1221 Fulton Street</del> <b><u>P.O. Box 11867</u></b>
City, ZIP: Sacramento, Ca 95899-7377	City, ZIP: Fresno, CA 93775
Phone: (916) 552-9820	Phone: (559) 600-3042
Fax: (916) 440-5106	Fax: N/A
E-mail: <del><a href="mailto:Karlo.Estacio@cdph.ca.gov">Karlo.Estacio@cdph.ca.gov</a></del> <b><u><a href="mailto:Alexia.McGonagle@cdph.ca.gov">Alexia.McGonagle@cdph.ca.gov</a></u></b>	E-mail: <b><u><a href="mailto:jadams@fresnocountyca.gov">jadams@fresnocountyca.gov</a></u></b>

Direct all inquiries to:

<b>California Department of Public Health, STD Control Branch</b>	<b>Grantee: County of Fresno</b>
Attention: <del>Christine Johnson</del> <b><u>Adriana Cervantes</u></b> Grant Manager	Attention: Jena Adams Supervising CDC Specialist
Address: P.O. Box 997377, MS 7320	Address: <del>1221 Fulton Street</del> <b><u>P.O. Box 11867</u></b>
City, Zip: Sacramento, Ca 95899-7377	City, ZIP: Fresno, CA 93775
Phone: <del>(916) 552-9796</del> <b><u>(916) 552-9788</u></b>	Phone: (559) 600-3042
Fax: <del>(916) 636-6454</del> <b><u>(916) 636-6755</u></b>	Fax: N/A
E-mail: <del><a href="mailto:Christine.Johnson@cdph.ca.gov">Christine.Johnson@cdph.ca.gov</a></del> <b><u><a href="mailto:Adriana.Cervantes@cdph.ca.gov">Adriana.Cervantes@cdph.ca.gov</a></u></b>	E-mail: <a href="mailto:jadams@fresnocountyca.gov">jadams@fresnocountyca.gov</a>

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

Remittance Address
Grantee: County of Fresno
Attention “Cashier”: Bruna Chavez
Address: Address: <del>PO Box 11800</del> <b><u>P.O. Box 11867</u></b>
City, ZIP: Fresno, CA 93775
Phone: (559) 600-6415
Fax: N/A
E-mail: <a href="mailto:dphboap@fresnocountyca.gov">dphboap@fresnocountyca.gov</a>

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: 11/8/22

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

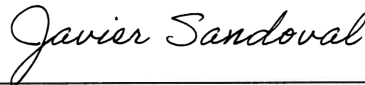
By  Deputy



~~Ernest Buddy Mendes, Chairman~~  
**Brian Pacheco, Chairman of the**  
**Board of Supervisors of the County**  
**of Fresno**

Board of Supervisors  
County of Fresno  
2281 Tulare Street  
Fresno, CA 93721

Date: 12-2-22



~~Joseph Torrez, Chief~~  
**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

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Scope of Work, 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 total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than quarterly in arrears to:

Adriana Cervantes  
California Department of Public Health  
STD Control Branch  
MS 7320  
P.O. Box 997377  
Sacramento, CA 95899-7377

Or submitted electronically to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@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 Exhibit A Scope of Work under this Grant.
  - 2) Electronic submittal of invoices is the preferred method. Mailed hard copies are not required.
  - 3) Bear the Grantee's name as shown on the Grant.
  - 4) Identify the billing and/or performance period covered by the invoice.
  - 5) 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.
- D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.
- E. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**Exhibit B**  
Budget Detail and Payment Provisions

**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.

**4. Timely Submission of Final Invoice**

- 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.
- 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.

**5. Travel and Per Diem Reimbursement**

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.
- B. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:

**Exhibit B**  
Budget Detail and Payment Provisions

1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression.
2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.
3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.

The [California Attorney General's](#) webpage lists the states to where travel is prohibited.

- C. The total budget amount for out-of-state travel shall not exceed five (5) percent of the total annual budget of this grant agreement.

**6. Use of Funds / Supplanting**

These funds shall be used to supplement and enhance existing local STD program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

**7. Proper Use of Funds**

- A. The funds for this grant agreement **may be used** for:
1. Local health jurisdiction staff to support STD prevention and control activities.
  2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 5.B. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.
  3. In-state travel to support local capacity building, except to prohibited states as provided in 5.B. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to STD prevention and control.
  4. STD test kits and other testing supplies.
  5. STD treatment (i.e., Suprax, Azithromycin, Bicillin, Ceftriaxone, Doxycycline)
  6. Condoms.



**Exhibit B**  
Budget Detail and Payment Provisions

7. Provider education materials.
8. Client education materials.

B. The funds for this grant agreement **may be used for the following items, with supportive justification, tracking, and reporting of outcomes:**

1. Incentives such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives.
  - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g. client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
  - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution and client outcomes.
  - c. Incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
  - d. The use of incentives must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
2. Material support items, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, STIs.
  - a. The use of material support items must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
3. BMMs and material support items are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STD control and prevention activities. Receipt of a BMM and/or material support items requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs and/or material support items in a secure location), and accountability of the BMMs and/or material support items. The Grantee will prepare a log sheet that will track and identify each of the BMMs and/or material support items, value, transfer date, and recipient.

C. The funds for this grant agreement **cannot** be used for:

1. Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events such as pens, mugs, t-shirts, posters, key chains, or bumper stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
2. Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
3. Cash incentives paid to an individual.
4. Scholarships paid to an individual or a school on behalf of an individual.
5. Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
6. The purchase, lease, or other support of county vehicles or mobile testing units.
7. Construction, renovation, improvement, or repair of property.
8. The purchase of alcohol, tobacco, or cannabis.

## Exhibit E

### STD Local Assistance Funds – Standards and ~~General Terms and Conditions~~ Procedures

#### 1. Overview

The California Department of Public Health (CDPH) STD Control Branch (STDCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB local assistance funds.

The local health department has the authority for STD prevention and control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California. <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx>

#### 2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful STD, HIV and/or HCV prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB website: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for STD screening, treatment, control and prevention as promulgated by:
  1. California Department of Public Health  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
  2. Centers for Disease Control and Prevention  
<https://www.cdc.gov/std/tg2015/default.htm>  
<https://www.cdc.gov/std/>

## Exhibit E

### STD Local Assistance Funds – Standards and ~~General Terms and Conditions~~ Procedures

- E. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance STD awareness, prevention, testing, linkage to care, and care coordination funded with these dollars with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful STD interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH STDCB upon completion and with the annual progress report, and upon request from CDPH, as relevant.
- F. Submit information and reports as requested by the CDPH STDCB.
- G. Ensure the use of a competitive bid process in the selection of all subcontracts. If the subcontract is one where the LHJ has a current agreement with, indicate the date the agreement was effective. If the CBO is a non-profit agency as defined by Internal Revenue Code 501(c), ensure the LHJ has a current letter on file from the Internal Revenue Service for the CBO.

### 3. Reporting Requirements

#### A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.  
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees, excluding Los Angeles and San Francisco, must enter STD case reports, laboratory results, and interview data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. CDPH STD Control Branch will provide essential variables for data entry and STD case report forms. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.  
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf>

## Exhibit E

### STD Local Assistance Funds – Standards and ~~General Terms and Conditions~~ Procedures

2. Syphilis cases and congenital syphilis case investigations are to be reported according to updated CDPH STDCB protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will complete and close investigations in CalREDIE within 45 days of initial report to local health department.
3. Chlamydia and gonorrhea reports are automatically initiated through CalREDIE with electronic laboratory report information, data entry of laboratory, or provider report.
4. Cases of gonorrhea with suspected treatment failure or with high minimum inhibitory concentrations (MIC) to CDC-recommended treatment should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
5. Suspected or confirmed cases of lymphogranuloma venereum, and chancroid should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
6. Grantees will participate in STD-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email [STDCalREDIE@cdph.ca.gov](mailto:STDCalREDIE@cdph.ca.gov).

For STD case definitions, please visit <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>

For frequently asked questions, manuals/guidelines, and forms/instructions. <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx>

Los Angeles and San Francisco grantees must report the data outlined above to CDPH STD Control Branch via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE data elements.

## Exhibit E

### STD Local Assistance Funds – Standards and ~~General Terms and Conditions~~ Procedures

**B. Performance Measurement and Program Evaluation**

Grantees will submit performance indicators specified in the scope of work, including for activities subcontracted to one or more community-based organizations. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

**C. Data Security and Confidentiality**

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to STD data.

**D. Outbreak Reporting**

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

**E. Financial Expenditures and Reporting**

Grantees must maintain records reflecting actual expenditures. Please see the CDPH STDCB Use of Local Assistance Funds document for guidance on allowable and non-allowable expenditures.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UseofLocalAssistanceFunds.pdf>. The CDPH STDCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

## **Exhibit E**

### **STD Local Assistance Funds – Standards and ~~General Terms and Conditions~~ Procedures**

**F. Performance Progress Reporting**

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov).

**G. Reporting Use of Incentives**

Acceptable incentives include items such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification material, and accompanied by a targeted distribution plan and tracking/reporting/outcome log. When using incentives to achieve the goals and objectives outlined in the Scope of Work, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.
5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.

## Exhibit E

### STD Local Assistance Funds – Standards and General Terms and Conditions Procedures

- H. **Reporting Use of Material Support**  
**Acceptable material support includes, but it is not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits. All proposals for material support items must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use, targeted distribution plan and tracking/reporting/outcome log. When using material support items to achieve the goals and objectives outlined in the Scope of Work, the Grantee must adhere to the following requirements:**
- 1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the material support item name, denomination, date purchased, reason for disbursement, the recipient of the material support item, and the issue date (see attached log).**
  - 2. Each participant receiving material support item must complete a Subject Payment Receipt at the time the material support item is issued. The Subject Payment Receipt must be kept in a secure location.**
  - 3. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.**
  - 4. The Subject Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.**
4. **Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**
- A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
  - B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.


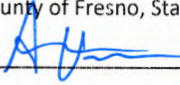


# Contractor Certification Clauses

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 Fresno		
By (Authorized Signature)	ATTEST:	
	BERNICE E. SEIDEL	
	Clerk of the Board of Supervisors	
	County of Fresno, State of California	
Printed Name and Title of Person Signing	By 	Deputy
Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno		
Date Executed	Executed in the County of	
11/8/22	Fresno	

## 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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

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

**Amendment A2 to Agreement Between the County of Fresno and California  
Department of Public Health**

**Name:** Sexually Transmitted Disease (STD) Program Management and Collaboration  
Project Grant Amendment to Agreement (No. 19-10960, A2)

Fund/Subclass:	0001/10000
Organization #:	56201661
Revenue Account #:	3530