

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 11th day of April, 2023, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Fresno Economic Opportunities Commission, a California non-profit organization, whose address is 1920 Mariposa Mall Suite 330, Fresno, California, 93721 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. A-22-102, dated March 22, 2022 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide COVID-19 and Influenza testing and vaccination administration, including all necessary staffing, to conduct vaccination clinics that will provide vaccinations and COVID-19 testing to the COUNTY's vulnerable populations including migrants, food and farmworkers, other essential workers and people of color; and

WHEREAS, COUNTY and CONTRACTOR entered into Purchase Order M02-0000022117 and M08-0000022118, dated August 19, 2022, to provide MonkeyPox vaccine administration and education and outreach to high-risk population for MonkeyPox infection or exposure from August 22, 2022 to September 19, 2022; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment No. A-22-432 in order to add the provision of MonkeyPox vaccination administration and education and outreach to high-risk population for MonkeyPox infection or exposure from September 20, 2022 to November 20, 2022 and extend the length of the Agreement through January 31, 2023 (Agreement No. A-22-102 and First Amendment No. A-22-432 collectively, shall be referred to herein as "the Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to add the provision of Communicable Disease screening and treatment and extend the length of the Agreement through May 31, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That all references to "Revised Exhibit B" in existing COUNTY Agreement A-22-432

1 shall be changed to read, "Revised Exhibit B-1", attached hereto and incorporated herein by reference.

2 2. That section 1 of the Agreement, located on page 1, lines 27 through 28, is deleted in
3 its entirety and replaced with the following:

4 "CONTRACTOR shall perform all services and fulfill all responsibilities identified in
5 Exhibit A, Exhibit E, and Exhibit G, attached hereto and by this reference incorporated herein."

6 3. That section 3 of the Agreement, located on page 2, lines 18 through 19, is deleted in
7 its

8 entirety and replaced with the following:

9 "The term of this Agreement shall be effective April 1, 2022 and continue in full force
10 and effect through May 31, 2024. "

11 4. That section 5 of the Agreement, located on page 3, lines 18 through page 4, line 1, is
12 deleted in its entirety and replaced with the following:

13 "5. COMPENSATION/INVOICING:

14 A. For Services provided pursuant to Exhibit A, COUNTY agrees to pay
15 CONTRACTOR and CONTRACTOR agree to receive compensation at the rates set forth in Revised
16 Exhibit B-1, but in no event shall actual Services performed pursuant to Exhibit A by CONTRACTOR
17 be in excess of One Million Two Hundred Fifty-five Thousand Nine Hundred Forty-Nine and No/100
18 Dollars (\$1,255,949) during the term of this Agreement.

19 For Services provided during the period of September 20, 2022 through November 20, 2022,
20 pursuant to Exhibit E, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
21 compensation at the rates set forth in Exhibit F, attached hereto and incorporated herein by this
22 reference, but in no event shall actual Services performed pursuant to Exhibit E by CONTRACTOR be
23 in excess of One Hundred Thirty-One Thousand and No/100 Dollars (\$131,000).

24 For Services provided during the period of April 11, 2022 through May 31, 2024, pursuant to
25 Exhibit G, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
26 compensation at the rates set forth in Exhibit H, attached hereto and incorporated herein by this
27 reference, but in no event shall actual Services performed pursuant to Exhibit G by CONTRACTOR be
28 in excess of Seven Hundred Thousand and No/100 Dollars (\$700,000). It is understood that all

1 expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne
2 by CONTRACTOR."

3 B. CONTRACTOR shall submit monthly invoices by the thirtieth (30th) working day
4 of each month for prior month's services using a template to be provided by COUNTY, with full
5 supporting documentation (e.g., activity log, receipts, invoices) to the County of Fresno, Department of
6 Public Health, COVID Response, 6th Floor P.O. Box 11867, Fresno CA 93775, Attention: Business
7 Office or dphboap@fresnocountyca.gov. The Agreement number must appear on all invoices."

8 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
9 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
10 shall be considered the Agreement.

11 The parties agree that this Amendment may be executed by electronic signature as provided in
12 this section. An "electronic signature" means any symbol or process intended by an individual signing
13 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
14 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
15 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
16 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
17 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
18 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
19 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
20 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
21 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
22 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
23 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
24 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
25 means and either party may sign this Amendment with an original handwritten signature.

26 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
27 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
28 in full force and effect.

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2 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement
3 as of the day and year first hereinabove written.

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5 **CONTRACTOR**
6 **Fresno Economic Opportunities**
7 **Commission**

COUNTY OF FRESNO

8 *Emilia Reyes*
(Authorized Signature)

Sal Quintero
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

9 Emilia Reyes, Chief Executive Officer
10 Print Name & Title

11 1920 Mariposa Street, Suite 300

12 Fresno, CA 93721
13 Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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By: *Alexandria Vieira*
Deputy

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20 FOR ACCOUNTING USE ONLY:

21 Fund: 0001

22 Subclass: 10000

23 ORG: 56201657, 56201661,

24 56201018, 56201019

25 Account: 7295

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**Fresno County Immunization
African American Coalition**

Budget: April 1, 2022 - May 31, 2024		Total
Personnel		
Program Manager		
Program Coordinator		81,067
Community Care Specialist Lead		46,558
Community Care Specialists		500,476
Clinical Personnel-Vaccine		67,689
Personnel Sub-Total		695,790
Fringe		107,066
Total Personnel		802,856
Operating Costs		
Supplies (office, printing, etc)		13,696
Vaccine Clinic Supplies		13,739
Vaccine Medical Supplies		17,117
PPE & Cleaning Supplies		18,635
Supplies- Other (staff uniforms, adverse needs)		12,000
Travel- Fuel / Mileage		5,802
Communications- Advertising		46,306
Lease Copier		680
Mobile Hotspot Device		12,424
Vaccine Clinic Facilities Rental		61,784
Facility Costs Utilities/ Maintenance		31,148
Consultants Licensd & Unlicensed		99,776
Liability Insurance		4,732
Software (Scheduling, Cloud)		2,250
Biohazard Waste Disposal		2,133
Total Operating		342,222
Direct Costs		1,145,078
2022 Indirect Costs @	9%	53,416
2023 Indirect Costs @	10%	57,455
Total Direct and Indirect		1,255,949
EOC Subcontracts		
Other Costs Subtotal		0
Grand Total		1,255,949

**Sexually Transmitted Disease Testing Project Scope of Work
April 11, 2023 – June 30, 2024**

I Implement/Operate health screening clinics for Sexually Transmitted Diseases: Chlamydia, Gonorrhea, Syphilis, and HIV

Rapid testing will be available at most of the clinic sites. Samples will be collected through rectal, pharyngeal, vaginal, blood and urine. Test results will be available to the clients within 30 minutes to one hour. Treatments will be provided at each of the clinic sites.

1. Independently manage and facilitate all operational components of Sexually Transmitted Disease screening and treatment clinics to include:
 - a. Patient appointment, registration, screening and Family PACT enrollment for confidential services
 - b. Clinic setup and patient flow
 - c. Administer tests and treatment and submission of Confidential Morbidity Report (CMR) positive test results into the appropriate DPH system.
 - d. Logistics related to post treatment including patient observation, as needed.
 - e. Offer Expedited Partner Therapy (EPT).
 - f. Patient will receive test results within 30 minutes to 1 hour at the clinic site or confidential phone call.
 - g. Schedule follow up appointments.
2. We will be adding capacity from other clinics and these are the following locations:
 - a. Fresno EOC Health Services Center – 1047 R Street, Fresno
 - b. Adolescent Health Services Center – 2430 Calaveras Street, Fresno
 - c. LGBTQ+ Resource Center – 1252 Fulton Street, Fresno
 - d. Local Conservation Corps - 1805 E California Ave., Fresno
 - e. Mobile rapid test sites as agreed upon by DPH STD Supervisor & EOC Health Services Director
3. Submit Monthly Reports to the county on the following:
 - a. Number of Events Completed
 - b. Number of Clients completed STD screening
 - c. Number of Clients with positive STD results
 - d. Number of Clients treated or referred
 - e. Number of Clients offered EPT

II Provide Health Education and Outreach

1. Identify through data analysis any targeted high risk population
 - a. LGBTQ, Homeless, At risk African American, Hispanic and Asians



- a. Stakeholders and collaborative partners
 - b. Promote clinic locations in each local area.
2. Communications with partner organizations
 - a. Communicate with FCDPH staff and communication leads from Fresno EOC LGBTQ+ center and Health Services to plan and coordinate communication strategies
 - b. Plan health education talking points, messages and materials within targeted population
 3. Implement Health Education and Outreach
 - a. Conduct health education to target audiences. Include outreach materials on Family Planning and Reproductive Health, Sexually Transmitted Diseases
 - b. Flyer distribution
 - c. Events tabling
 - d. In-person training
 - e. Virtual training
 - f. Social Media Direct Messaging

**FRESNO ECONOMIC OPPORTUNITIES COMMISSION
HEALTH SERVICES - STD Screening
YEAR 1 (4/11/23-6/30/23) BUDGET**

PERSONNEL	AMOUNT	JUSTIFICATION
Project Director	\$ 7,192	Will provide oversight of the "STD Screening Project for Fresno County" and ensure that all quality standards and performance on the delivery of scope of work are met. Project Director has deep knowledge and experience leading and managing program implementation. 25% of time will be used in working to provide oversight and supervision of project activities and implementation, contract compliance, quality assurance, budget adherence and program outcomes. Salary supported request. Salary and Fringe Benefits ---- 25%
Project Coordinator	\$ 18,675	Coordinates all activities with staff and team. Provides program implementation and delivery. Will build relationships with partnering community and establish clinic sites for screening, testing and treatment. Project Coordinator will devote 100% of her time on this project. Salary supported request. Salary and Fringe Benefits ----- 1 FTE
Physician Assistant	\$ 32,967	Will provide clinical support, screening, testing and treatment to clients participating in the events at clinical setting. 100 % of time will be dedicated for this project. Salary supported request. Salary and Fringe Benefits ---- 1 FTE
Registered Nurse	\$ 15,926	Will provide all screening, testing and recruitment of clients to receive services at various clinical events. Will ensure that all supplies and materials are available and screening information are collected and reported at each event. Salary supported request. Salary and Fringe Benefits ----- 1 FTE
Clinician	\$ 21,978	Will administer screening, testing and treatment at clinical events. Salary support request. Salary 25 hours per week.
Healthcare Educator (2)	\$ 24,634	Will outreach and recruit clients to partipate in clinical events. Will provide education on STD's such as Chlamydia, Gonorrhrea, HIV/AIDS, Syphilis, and Mpox prevention and treatment. Salary supported request. Salary and Fringe Benefits ----- 2 FTE
TOTAL	\$ 121,372	
FRINGE BENEFITS		
	\$ 34,078	including Payroll Taxes, Health, Pension, Life and Worker Comp.
TOTAL	\$ 34,078	
TRAVEL		
Mileage	\$ 1,700	Mileage for staff to outreach, recruit and attend events.
TOTAL	\$ 1,700	
PROFESSIONAL SERVICES		
Dr. Dowis	\$ 6,000	Physician - Medical Director to provide clinical oversight and compliance. \$2,000 per month X 3 months
TOTAL	\$ 6,000	
SUPPLIES		
Medical Supplies	\$ 144,500	Medical supplies, STD testing kits, and medication needed for screening, examinations, treatments and clinical activities during clinic days and events.
Office Supplies	\$ 1,182	\$394/month x 3 months
Marketing Printing Materials	\$ 6,000	Printing and designing of flyers and recruitment materials. \$2,000/month x 3 months
TOTAL	\$ 151,682	
OTHER		
Facility Rent	\$ 9,000	Office space rent and maintenance for 5 staff @\$3.00 per sq ft x 200 sq ft x 3 months
Utilities/Janitorial Services	\$ 1,200	\$400 per month x 3 months
Phone Lines/Internet Connections	\$ 900	Landline connections, Internet and Wifi connections, servers, cell phones for staff @ \$300 per month x 3 months
Copier Lease	\$ 750	Office will need copier and Scanner @ \$250 per month x 3 months
TOTAL	\$ 11,850	
INDIRECT CHARGES		
	\$ 23,318	15% of total personnel (wages and fringes benefit)
TOTAL	\$ 23,318	
TOTAL BUDGET YEAR 1	\$ 350,000	

**FRESNO ECONOMIC OPPORTUNITIES COMMISSION
HEALTH SERVICES - STD Screening
YEAR 2 (7/1/23-5/31/24) BUDGET**

PERSONNEL	AMOUNT	JUSTIFICATION
Project Director	\$ 5,926	Will provide oversight of the "STD Screening Project for Fresno County" and ensure that all quality standards and performance on the delivery of scope of work are met. Project Director has deep knowledge and experience leading and managing program implementation. 5% of time will be used in working to provide oversight and supervision of project activities and implementation, contract compliance, quality assurance, budget adherence and program outcomes. Salary supported request. Salary and Fringe Benefits ---- 5%
Coordinator	\$ 26,929	Coordinates all activities with staff and team. Provides program implementation and delivery. Will build relationships with partnering community and establish clinic sites for screening, testing and treatment. Project Coordinator will devote 35% of her time on this project. Salary supported request. Salary and Fringe Benefits ----- 35% of FTE
Physician Assistant	\$ 47,538	Will provide clinical support, screening, testing and treatment to clients participating in the events at clinical setting. 35 % of time will be used on this project. Salary supported request. Salary and Fringe Benefits ---- 35% of FTE
Registered Nurse	\$ 22,965	Will provide all screening, testing and recruitment of clients to receive services at various clinical events. Will ensure that all supplies and materials are available and screening information are collected and reported at each event. 35% of time will be used on this project. Salary supported request. Salary and Fringe Benefits ---- 35%of FTE
Clinician	\$ 35,165	Will administer screening, testing and treatment at clinical events. Salary support request. Salary 10 hours per week.
Healthcare Educator	\$ 50,744	Will outreach and recruit clients to participate in clinical events. Will provide education on STD's such as Chlamydia, Gonorrhea, HIV/AIDS, Syphilis, and Mpox prevention and treatment. 100% of time will be used on this project. Salary supported request. Salary and Fringe Benefits --- 100% of FTE
TOTAL	\$ 189,267	
FRINGE BENEFITS		
	\$ 51,984	including Payroll Taxes, Health, Pension, Life and Worker Comp.
TOTAL	\$ 51,984	
TRAVEL		
Mileage	\$ 3,000	Mileage for staff to outreach, recruit and attend events.
TOTAL	\$ 3,000	
PROFESSIONAL SERVICES		
Dr. Dowis	\$ 22,000	Physician - Medical Director to provide clinical oversight and compliance. \$2,000 per month X 11 months
TOTAL	\$ 22,000	
SUPPLIES		
Medical Supplies	\$ 23,625	Medical supplies, STD testing kits, and medication needed for screening, examinations, treatments and clinical activities during clinic days and events.
Office Supplies	\$ 1,133	\$103/mo x 11 months
TOTAL	\$ 24,758	
OTHER		
Facility Rent	\$ 13,200	Office space rent and maintenance for 2 staff @\$3.00 per sq ft x 200 sq ft x 11 months
Utilities/Janitorial Services	\$ 4,103	\$373 per month x 11 months
Phone Lines/Internet Connections	\$ 2,750	Landline connections, Internet and Wifi connections, servers, cell phones for staff @ \$250 per month x 11 months
Copier Lease	\$ 2,750	Office will need copier and Scanner @ \$250 per month x 11 months
TOTAL	\$ 22,803	
INDIRECT CHARGES		
	\$ 36,188	15% of total personnel (wages and fringes benefit)
TOTAL	\$ 36,188	
TOTAL BUDGET YEAR 2	\$ 350,000	