

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev. 6/03)

Check here if additional pages are added: 01 Page(s)

Agreement Number 15-10253	Amendment Number A02
Registration Number:	



1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name: California Department of Public Health Also known as: CDPH or the State
 Contractor's Name: (Also referred to as Contractor)
 County of Fresno
2. The term of this Agreement is: July 1, 2015 through June 30, 2019
3. The maximum amount of this Agreement after this amendment is: \$419,510
 Four Hundred Nineteen Thousand, Five Hundred Ten Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of Amendment:** The purpose of this amendment is to modify the budget for Year 4 to decrease funding in the amount of \$7,270.00 for the Chlamydia and Gonorrhea Screening Project. The amendment also modifies Exhibit A, Scope of Work to mandate the use of a specific test for chlamydia and gonorrhea screening.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., Strike).
- III. Exhibit A, Scope of Work, page 15 of 29 is hereby replaced in its entirety with the attached revised exhibit. All references to Exhibit A, Scope of Work shall read as Exhibit A, A02, Scope of Work.

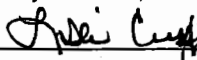
(Continued)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
County of Fresno		
By (Authorized Signature) 	Date Signed (Do not type) 4/3/2018	
Printed Name and Title of Person Signing Sai Quintero, Chairperson, Board of Supervisors		
Address 2281 Tulare Street, Room 301 Fresno, CA 93721		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Marshay Gregory, Chief, Contracts Management Unit		<input type="checkbox"/> Exempt per:
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By  Deputy

IV. Exhibit B, Budget Detail and Payment Provisions, paragraph 4, subparagraph A is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:


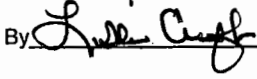
- 1) \$126,695 for the budget period of 07/01/2015 through 06/30/2016.
- 2) \$110,695 for the budget period of 07/01/2016 through 06/30/2017.
- 3) \$94,695 for the budget period of 07/01/2017 through 06/30/2018.
- 4) ~~\$94,695~~ **\$87,425** for the budget period of 07/01/2018 through 06/30/2019.

V. Exhibit B, Attachment IV, A01, Budget Year 4 is hereby replaced in its entirety and shall now read as Exhibit B, A02, Attachment IV, Budget Year 4.

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.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Fresno		<i>Federal ID Number</i> 946000512
<i>By (Authorized Signature)</i> 		ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California
<i>Printed Name and Title of Person Signing</i> Sal Quintero, Chairperson, Board of Supervisors		By  Deputy
<i>Date Executed</i> 4/3/2018	<i>Executed in the County of</i> 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 lessor 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, 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.

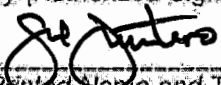
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued 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.

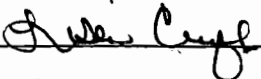
Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal 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> County of Fresno		946000512
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Sal Quintero, Chairperson, Board of Supervisors		
<i>Date Executed</i> 4/3/2018	<i>Executed in the County and State of</i> Fresno California	

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By  Deputy

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CERTIFICATION

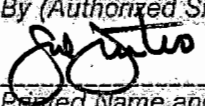
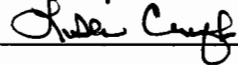
I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	Federal ID Number
Proposer/Bidder Firm Name (Printed)	946000512
County of Fresno	946000512
By (Authorized Signature) 	ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California
Printed Name and Title of Person Signing Sal Quintero, Chairperson, Board of Supervisors	By  Deputy
Date Executed 4/3/2018	Executed in the County and State of Fresno California

Exhibit A
Scope of Work

Part 3: Chlamydia and Gonorrhea Screening Project (ClaSP)

Goal: Facilitate the implementation of CT and GC screening and treatment programs for high-risk adolescent females in juvenile justice facilities.

- Participating in ClaSP Not participating in ClaSP

*The Contractor is responsible for completing all ClaSP activities as outlined below within the term of the contract. Quarterly reports should be submitted to clasp@cdph.ca.gov within 30 days of the end of each quarter. **The use of the nucleic acid amplification test (NAAT) is mandatory unless the Contractor has received approval to use another test, in writing, from the STD Control Branch.***

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Screen and treat female bookings in juvenile justice facilities.			
A.	Provide CT/GC screening using the NAAT test to all eligible females at juvenile justice sites at intake (or within 48 hours).	Proportion of detainees screened within 48 hours of booking. Benchmark is 80%; if <80%, improvements must exceed 2% per year.	7/1/15 – 6/30/19
B.	Ensure rapid notification of positive test results and provide appropriate and expedient treatment. For those testing positive that are released prior to treatment, ensure rapid follow-up and appropriate referral.	Proportion of detainees treated within 14 days of test date. Benchmark is 90%. Proportion of detainees with documentation of treatment in the facility.	7/1/15 – 6/30/19
Optional:	Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.	Subcontract with other organizations, if needed.	7/1/15 – 6/30/19
<input type="checkbox"/>	C. Subcontract with the juvenile justice center(s) or other appropriate organizations to enhance program activities.		
II. Provide accurate, complete, and timely data to CDPH.			
A.	Collect all data elements delineated in the data dictionary for CT and GC screening and treatment activities.	Data reports submitted electronically to the ClaSP Coordinator.	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter

Exhibit B, Attachment IV
Budget
Year 4
July 1, 2018 – June 30, 2019

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Original Budget</u>	<u>This Amendment</u>	<u>Amended Budget</u>
Communicable Disease Specialist II	\$4,563	0.59606	12	\$32,638	\$0	\$32,638
Office Assistant III	\$2,055	0.1666	12	\$4,108	\$0	\$4,108
Total Personnel				\$36,746	\$0	\$36,746
* Fringe Benefits @ 87.299%				\$32,079	\$0	\$32,079
Total Personnel & Benefits				\$68,825	\$0	\$68,825
OPERATING EXPENSES						
Lab services (approximately 360 tests)				\$13,968	(\$13,968)	\$0
Specimen courier service (bi-weekly deliveries)				\$1,300	\$94	\$1,394
Total Operating Expenses				\$15,268	(\$13,874)	\$1,394
EQUIPMENT						
				\$0	\$0	\$0
TRAVEL (meetings, 8 - 10 site visits/year)						
				\$500	(\$500)	\$0
SUBCONTRACTORS						
				\$0	\$0	\$0
Total Subcontractors				\$0	\$0	\$0
OTHER COSTS						
				\$0	\$0	\$0
INDIRECT COSTS (14.676% OF PERSONNEL AND BENEFITS)						
				\$10,102	\$7,104	\$17,206
BUDGET GRAND TOTAL						
				\$94,695	(\$7,270)	\$87,425

* Fringe Benefits: Rates are calculated by County of Fresno budget office and MOU personnel Services. The median County of Fresno fringe benefit rates vary based on classification.

STATE DPH - STD Control Branch: STD Prevention and Control Agreement
Amendment (#15-10253, A02; A-15-524-2)

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