

Check here if additional pages are added: 2 Page(s)

Agreement Number 15-11080	Amendment Number A01
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 County of Tulare	(Also referred to as Contractor)
2. The term of this Agreement is: April 1, 2016 through March 31, 2019
3. The maximum amount of this Agreement after this amendment is: \$ 938,556  
 Nine Hundred Thirty Eight Thousand, Five Hundred Fifty Six 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:** This amendment increases the funding level in the amount of \$105,088 for year 3 of this agreement, due to a revised state allocation formula that reflects the annual Ryan White Part B HIV Care Grant Program award to California for FY 2018-19. Additional funding will increase the capacity to plan, manage and provide enhanced care and support services to individuals with HIV/AIDS. Also, adds 3 positions to support the administration of enhanced care and support services. There are no changes to the Scope of Work.
- 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~~).

**APPROVE AS TO FORM:**  
**COUNTY COUNSEL**  
 BY [Signature] 3/25/19  
**DEPUTY 2019533** (Continued on next page)

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 Tulare		
By (Authorized Signature) <u>[Signature]</u>	Date Signed (Do not type)	
Printed Name and Title of Person Signing Kuyler Crocker, Chairman of the Board		
Address 1050 South K Street Tulare, CA 93274		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) <u>[Signature]</u>	Date Signed (Do not type)	
Printed Name and Title of Person Signing		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2018
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

III. Exhibit B - Budget Detail and Payment Provisions, Provision 1 (Invoicing and Payment) is amended to read as follows:

**1. Invoicing and Payment**

**E. Amounts Payable**

The amounts payable under this Agreement shall not exceed:

- 1) \$342,090 for the budget period of 04/01/16 through 3/31/17.
- 2) \$245,689 for the budget period of 04/01/17 through 3/31/18.
- 3) ~~\$245,689~~ **\$350,777** for the budget period of 04/01/18 through 3/31/19.

IV. Exhibit B – Attachment I, Budget (Year 1- 3) is hereby replaced in its entirety with Exhibit B, Attachment I, Budget (Year 1- 3) A01.

"All references to Exhibit B, Attachment I, Budget (Year 1-3), in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I, Budget (Year 1-3) A01."

Exhibit B - Attachment I  
HIV Care Program

Budget Year 1 (April 1, 2016 - March 31, 2017), Year 2 (April 1, 2017-March 31, 2018), Year 3 (April 1, 2018-March 31, 2019)

A. Personnel		Annual Salary	Year (1)			Year (2)			Year (3)			Year (3) Amendment A01			Totals	
Position Title	SOW Reference	Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget		
Staff Services Analyst II	II.A.1	\$58,300 - \$38,300	0.05	\$48,300	\$2,415	0.05	\$50,130	\$2,507	0.05	\$52,636	\$2,632	0.00	\$0	\$0	\$7,554	\$4,922
Nurse-Licensed Vocational	II.A.1	\$56,843 - \$36,843	0.75	\$46,843	\$35,064	0.75	\$47,780	\$35,725	0.75	\$48,736	\$36,440	0.75	\$46,371	\$34,898	\$407,229	\$105,687
Social Services Worker 1	II.A.1	\$62,959 - \$42,959	0.85	\$52,959	\$45,015	1.00	\$54,018	\$54,019	0.90	\$55,098	\$49,589	0.00	\$0	\$0	\$456,567	\$99,034
Community Health Technician	II.A.1	\$62,959 - \$42,959	0.15	\$52,959	\$7,944	0.00	\$0	\$0	0.00	\$0	\$0	0.00	\$0	\$0	\$7,944	
Social Services Worker II		\$56,680 - \$36,680										1.00	\$46,680	\$46,680		\$46,680
Administrative Specialist		\$87,106 - \$67,106										0.035	\$77,106	\$2,698		\$2,699
Health Education Specialist		\$35,409 - \$55,409										0.55	\$45,409	\$24,974		\$24,974
<b>Total Salaries and Wages</b>					\$90,438			\$92,251			\$88,664			\$109,251	\$271,350	\$291,940
Fringe Benefits				Percentage			Percentage			Percentage			Percentage			
				32.00%	\$28,941		32.00%	\$29,519		25.90%	\$22,963		42.03%	\$45,918	\$84,423	\$104,378
<b>Total Personnel</b>					\$119,379			\$121,770			\$144,624			\$155,169	\$84,423	\$104,378
<b>B. Operating Expenses</b>																
	SOW Reference				Budget			Budget			Budget			Budget		
General Office Supplies	II.A.1				\$1,000			\$1,000			\$1,000			\$0	\$3,000	\$2,000
Printing	II.A.1				\$100			\$100			\$100			\$0	\$300	\$200
Educational and Outreach materials	II.A.1				\$1,100			\$1,100			\$1,100			\$0	\$1,300	\$1,200
<b>Total Operating Expenses</b>					\$2,200			\$1,200			\$1,200			\$0	\$4,600	\$3,400
<b>C. Capitol Expenditures</b>																
	SOW Reference				Budget			Budget			Budget			Budget		
<b>Total Capitol Expenditures</b>					\$0			\$0			\$0			\$0		\$0
<b>D. Other Cost</b>																
	SOW Reference				Budget			Budget			Budget			Budget		
Subcontractor: Family Services of Tulare Cpimtu	II.A.1 5.A.1				\$208,652			\$114,419			\$124,565			\$168,054	\$447,636	\$491,125
Contractors Non-Personnel Costs	II.A.1 5.A.1				\$2,381									\$3,794	\$2,384	\$6,175
<b>Total Other Costs</b>					\$211,033			\$114,419			\$124,565			\$171,848	\$450,017	\$497,300
<b>E. Indirect Costs</b>																
				Percentage	Budget		Percentage	Budget		Percentage	Budget		Percentage	Budget		
<b>Total Indirect Costs</b>				7.9%	\$9,478		6.8%	\$8,300		7.4%	\$8,300		15.3%	\$23,760	\$26,078	\$41,538
<b>Total Costs</b>					\$342,090			\$245,689			\$245,689			\$350,777	\$833,468	\$938,556

① Subcontractors - Direct Service Providers, providing Outpatient/Ambulatory Medical Care, Oral Health, Case Management, Transportation Services, Housing Services.  
② Contractors Non-Personnel Costs Associated Directly with Services

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty 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>  95-6000545
<i>Proposer/Bidder Firm Name (Printed)</i> County of Tulare	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i> Kuyler Crocker, Chairman of the Board	
<i>Date Executed</i>	<i>Executed in the County and State of</i> <div style="display: flex; justify-content: space-around;"> <span>Tulare</span> <span>California</span> </div>

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

OR

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
County of Tulare	95-6000545
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
Kuyler Crocker, Chairman of the Board	
<i>Date Executed</i>	<i>Executed in the County and State of</i>
	Tulare, California

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 Tulare		<i>Federal ID Number</i> 95-6000545
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Kuyler Crocker, Chairman of the Board		
<i>Date Executed</i>	<i>Executed in the County of</i> Tulare, CA	

**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.