

**STANDARD AGREEMENT AMENDMENT**


STD 213A (Rev 6/03)

 Check here if additional pages are added: 1 Page

Agreement Number 15-10078	Amendment Number A04
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
- |  |                                  |
|--|----------------------------------|
| State Agency's Name<br><b>California Department of Public Health</b> | Also known as CDPH or the State  |
| Contractor's Name<br><b>County of Tulare</b>                         | (Also referred to as Contractor) |
2. The term of this Agreement is: **October 1, 2015** through **September 30, 2019**
3. The maximum amount of this Agreement is: **\$ 20,768,125**  
Agreement after this amendment is: **Twenty Million Seven Hundred Sixty-Eight Thousand One Hundred Twenty-Five 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 shifts funds for fiscal year 4 of Exhibit B, Attachments I, II, and III, Budget, Detail Worksheet and Facility Costs in order to compensate the Contractor for actual expenditures invoiced.
- 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~~).

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY   
DEPUTY 7/26/19  
20191234

(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.

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Tulare</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Kuyler Crocker, Chairman, Board of Supervisors</b>		
Address <b>5957 S. Mooney Blvd Visalia, CA 93277</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>California Department of Public Health</b>		<input type="checkbox"/> Exempt per:
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Jeffrey Mapes, Chief, Contracts Management Unit</b>		
Address <b>1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</b>		

III. Exhibit A, Scope of Work, Provision 5. is revised as follows:

**5. Project Representatives**

A. The project representatives during the term of this Agreement will be:

<b>California Department of Public Health</b>	<b>County of Tulare</b>
David Anglin <u>Lavinia Fakh</u> Contract Manager Telephone: (916) 928-8662 <b>(916) 928-8827</b> Fax: (916) 263-3314 E-mail: <a href="mailto:David.Anglin@cdph.ca.gov">David.Anglin@cdph.ca.gov</a> <u>Lavinia.fakh@cdph.ca.gov</u>	Jason Britt <u>Timothy Lutz</u> Director of Public Health Telephone: (559) 624-8480 <b>(559) 624-8011</b> Fax: (559) 624-1017 <b>(559) 737-4692</b> E-mail: <a href="mailto:jbritt@tularehhsa.org">jbritt@tularehhsa.org</a> <u>TiLutz@tularehhsa.org</u>

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>County of Tulare</b>
CDPH/WIC Division Attention: David Anglin <u>Lavinia Fakh</u> Local Operations Section 3901 Lennane Drive Sacramento, CA 95834  Telephone: (916) 928-8662 <b>(916) 928-8827</b> Fax: (916) 263-3314 E-mail: <a href="mailto:David.Anglin@cdph.ca.gov">David.Anglin@cdph.ca.gov</a> <u>Lavinia.fakh@cdph.ca.gov</u>	County of Tulare Attention: Sarah Smith Supervising Public Health Nutritionist, RD 1819 N Dinuba Blvd. Visalia, CA, 93291  Telephone: (559) 623-0801 Fax: (559) 713-3060 E-mail: <a href="mailto:ssmith@tularehhsa.org">ssmith@tularehhsa.org</a>

C. All payments from CDPH to the Contractor shall be sent to the following address:

<b>Remittance Address</b>
Contractor: County of Tulare  Attention: Health and Human Services Agency Director  5957 S. Mooney Blvd  Visalia, CA 93277  Phone: (559) 624-8481  Fax:  E-mail: <a href="mailto:jbritt@tularehhsa.org">jbritt@tularehhsa.org</a>

D. Either party may change the information in paragraphs A, B, or C above by giving written notice to the other party. These changes shall not require an amendment to this Agreement



Exhibit B, Attachment I A3-A4  
Budget

	Year 1 10/1/2015 - 9/30/2016	Year 2 10/1/2016 - 9/30/2017	Year 3 10/1/2017 - 9/30/2018	Year 4 10/1/2018 - 9/30/2019			Totals	Total Adj.	Totals Amendment
	Budget Amendment	Budget Amendment	Budget Amendment	Budget	Budget Adj.	Budget Amendment			
<b>Personnel</b>									
Total Salaries and Wages	2,497,254	2,665,829	2,630,842	2,568,178	(166,576)	2,421,602	10,382,103	(166,576)	10,215,527
Fringe Benefits	988,901	1,039,673	1,026,028	1,190,561	(100,840)	1,089,721	4,265,163	(100,840)	4,164,323
<b>Personnel</b>	<b>3,486,155</b>	<b>3,705,502</b>	<b>3,656,870</b>	<b>3,778,739</b>	<b>(267,416)</b>	<b>3,511,323</b>	<b>14,637,266</b>	<b>(267,416)</b>	<b>14,369,850</b>
<b>Operating Expenses</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget</b>	<b>Budget Adj.</b>	<b>Budget Amendment</b>	<b>Totals</b>	<b>Adj.</b>	<b>Total Amendment</b>
Minor Equipment	17,000	-	-	-	-	-	17,000	-	17,000
General Office Expenses	90,000	71,700	361,407	247,380	366,618	613,998	770,487	366,618	1,137,105
Training	4,000	8,000	6,275	6,000	-	6,000	24,275	-	24,275
Travel	19,500	25,990	26,000	23,360	2,000	25,360	94,850	2,000	96,850
Professional Certifications	3,500	4,500	4,000	3,500	(850)	2,650	15,500	(850)	14,650
Outreach	5,500	3,000	3,500	3,000	1,500	4,500	15,000	1,500	16,500
Media/Promotion	6,000	8,500	3,000	3,700	-	3,700	21,200	-	21,200
Program Materials	26,116	55,948	75,000	62,009	(20,000)	42,009	219,073	(20,000)	199,073
Vehicle Maintenance	5,300	3,000	2,500	500	500	1,000	11,300	500	11,800
Audit	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	582,996	595,812	579,444	606,744	(40,668)	566,076	2,364,996	(40,668)	2,324,328
<b>Operating Expenses</b>	<b>759,912</b>	<b>776,450</b>	<b>1,061,126</b>	<b>956,193</b>	<b>309,100</b>	<b>1,265,293</b>	<b>3,553,681</b>	<b>309,100</b>	<b>3,862,781</b>
<b>Major Equipment</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget</b>	<b>Budget Adj.</b>	<b>Budget Amendment</b>	<b>Totals</b>	<b>Adj.</b>	<b>Total Amendment</b>
Telephone System	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-
Vehicle (s)	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-
<b>Major Equipment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Subcontracts</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget</b>	<b>Budget Adj.</b>	<b>Budget Amendment</b>	<b>Totals</b>	<b>Adj.</b>	<b>Total Amendment</b>
Subcontracts	-	-	-	-	-	-	-	-	-
<b>Indirect Costs</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget Amendment</b>	<b>Budget</b>	<b>Budget Adj.</b>	<b>Budget Amendment</b>	<b>Totals</b>	<b>Adj.</b>	<b>Total Amendment</b>
Indirect Costs	678,264	749,956	559,939	589,029	(41,684)	547,345	2,577,178	(41,684)	2,535,494
<b>TOTAL COSTS</b>	<b>4,934,321</b>	<b>5,231,908</b>	<b>5,277,935</b>	<b>5,323,961</b>	<b>-</b>	<b>5,323,961</b>	<b>20,768,125</b>	<b>-</b>	<b>20,768,125</b>

Exhibit B, Attachment II A3-A4  
Detail Worksheet

Position Title	Exhibit A SOW & A Attach I	Current Base Annual Salary Min	Current Base Annual Salary Max	Current Base Annual Salary Min	Current Base Annual Salary Max	Year 1		Year 2		Year 3		Year 4		Totals	Totals Adj.	Totals Amend			
						FTE	Budget Amend	FTE	Budget Amend	FTE	Budget Amend	FTE	Budget Amend						
WIC Administrator	14.12	83,761	86,374	102,082	105,143	0.25	4,753	0.25	4,823	0.25	4,728	0.25	4,124	10,518	-	10,518			
WIC Director	1.29	68,655	70,715	83,871	86,181	1.00	78,655	0.95	75,068	1.00	83,638	1.00	83,638	79,552	534,219	4,086			
WIC Nutritionist (1-1)	14.12, 15.22	67,784	64,668	76,517	78,813	8.00	432,712	8.00	449,822	8.95	454,327	9.20	440,989	375,024	1,777,430	184,629	1,712,725		
WIC Nutritionist (1-2)	14.12, 15.22	58,750	61,543	72,819	75,003	5.00	318,033	5.00	340,364	4.95	342,228	4.85	365	307,506	1,611,717	1,533,881	1,274,514		
WIC Nutrition Assistant (1-1)	17.413	29,810	28,724	36,320	37,420	8.00	266,661	8.00	272,297	8.50	288,473	8.25	442	267,814	1,444,817	1,291,603	1,159,345		
WIC Nutrition Assistant (1-2)	17.412	27,061	27,873	34,940	35,688	35.00	1,149,806	35.00	1,176,970	34.10	1,118,762	32.45	31.28	1,115,725	35,123	1,147,648	4,559,200		
Office Assistant IV (1-1)	14.713, 15.17	30,658	31,785	37,808	38,737	1.00	37,546	1.00	36,647	1.00	37,827	1.00	0.50	38,871	119,538	17,433	149,297		
Office Assistant II (1-1)	17.812	26,408	28,170	30,955	31,998	4.00	115,524	1.00	146,000	4.95	141,712	4.85	4.25	130,648	13,728	142,854	633,204		
Administrative Aide (1-1)	17.812, 18.18	27,026	28,188	45,188	46,542	1.00	43,338	1.00	39,738	1.00	45,761	1.00	0.95	42,191	6,260	37,405	181,538		
Staff Services Analyst II (1-1)	17.112	58,822	58,840	69,384	71,488	0.40	22,720	0.40	24,184	0.50	30,184	0.50	0.35	30,184	8,730	23,456	118,300		
Health Education Specialist (1-1)	14.244	47,500	48,946	57,914	59,651	1.00	-	-	51,714	1.00	54,972	1.00	0.75	57,504	18,200	41,288	184,190		
Office Assistant III (1-1)	14.713, 15.17	28,057	28,889	34,194	35,220	-	-	-	4,420	0.50	1.00	15,280	17,289	32,538	23,672	17,289	40,958		
Overhead							5,000		5,000		5,000		5,000	12,500	2,500	20,000	17,500		
<b>Total Salaries and Wages</b>							<b>2,497,284</b>		<b>2,689,928</b>		<b>2,630,842</b>		<b>2,889,178</b>	<b>1,166,979</b>	<b>2,421,902</b>	<b>10,385,193</b>	<b>1,165,571</b>	<b>10,219,622</b>	
<b>Fringe Benefits</b>																			
							Percent	Budget Amend	Percent	Budget Amend	Percent	Budget Amend	Percent	Budget Amend					
<b>Total Personnel</b>							40.000%	608,801	38.000%	1,038,873	39.000%	1,026,028	40.000%	1,190,681	45.800%	1,089,721	4,255,183	1,001,842	4,154,325
<b>Operating Expenses</b>																			
Major Equipment (1-1)	17.18						17,920											17,920	
General Office Expenses (1-1)	14.12, 15.17, 18.18						40,500		11,700		301,457		347,380	566,618	613,968	751,487	368,619	1,137,126	
Travel (1-1)	18.18						4,000		6,500		4,275		6,000	8,000	8,000	22,275	2,000	24,275	
Supplies (1-1)	18.18						18,500		25,000		26,000		2,000	26,000	34,850	2,000	36,850		
Professional Certificates (1-1)	18.18						3,500		4,500		4,000		3,500	850	2,800	18,500	1,800	14,800	
Outreach (1-1)	18.18						3,500		3,000		3,550		3,600	1,500	4,100	15,000	3,500	18,500	
Meals/Travels (1-1)	18.18						6,000		6,500		3,000		3,700	3,700	21,200	-	21,200		
Program Materials (1-1)	18.18						26,115		35,648		75,000		62,000	120,000	42,000	216,075	20,000	188,075	
Vehicle Maintenance (1-1)	18.18						3,500		3,500		3,250		500	1,000	11,300	500	11,800		
Audit (1-1)	18.18, 19.14						-		-		-		-	-	-	-	-	-	
Facility Costs (see Exhibit E Attachment II for breakdown) (1-1)							53,297		58,222		378,443		69,744	16,698	368,018	3,384,298	140,868	3,525,186	
<b>Total Operating Expenses</b>							<b>189,812</b>		<b>276,480</b>		<b>1,061,128</b>		<b>826,183</b>	<b>298,100</b>	<b>1,355,295</b>	<b>3,553,891</b>	<b>399,169</b>	<b>3,953,060</b>	
<b>Major Equipment (1-1)</b>																			
Telephone System (1-1)	17.18, 26.27						-		-		-		-	-	-	-	-	-	
Information Technology Equipment (1-1)	17.18, 19.18						-		-		-		-	-	-	-	-	-	
Vehicle (1-1)	18.18						-		-		-		-	-	-	-	-	-	
Physical Equipment (1-1)	18.18						-		-		-		-	-	-	-	-	-	
<b>Total Major Equipment</b>							<b>-</b>		<b>-</b>		<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Subcontracts (1-1)</b>																			
<b>Total Subcontracts</b>							<b>-</b>		<b>-</b>		<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Indirect Costs</b>																			
							Percent	Budget Amend	Percent	Budget Amend	Percent	Budget Amend	Percent	Budget Amend					
<b>Total Costs</b>							19.400%	678,254	20.200%	749,956	19.310%	839,831	19.980%	989,029	647,748	2,877,173	1,401,684	2,335,484	
							% of Total Personnel Costs												
								4,934,321		5,231,908		5,277,905		6,322,961	20,768,128	3,621,961	30,768,128		
								4,934,321		5,231,908		5,277,905		6,322,961	20,768,128	3,621,961	30,768,128		
								0		0		0		0		0		0	

(1) Fringe - Positions that receive fringe pay will show a higher salary. Justification will be kept on file with the original contract.  
 (2) Longevity, Retiree, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.  
 (3) Overtime - Is budgeted for up to a 1% increase for each year.  
 (4) Fringe Benefits - Any fringe benefit Plan 1-4 that exceeds 50% will need a written justification.  
 (5) General Office Expenses - Effective this year, payment for new DBM files, Minor Equipment, and General Office Expenses, will include Desks, Computers, Chairs, Tables, Modular Furniture, Monitors and printers.  
 (6) Vehicle Maintenance - maintenance over \$500 will need CDH/WIC Director approval.  
 (7) Facility Costs - includes Rent, Utilities, Security, Maintenance and Utilities.  
 (8) Major Equipment - Refer to Exhibit DFF page 8. Paragraph 3 for instructions. Vehicles will be used for Facility Site Visits, Conferences, Trainings and Outreach. Major equipment must be \$5,000 or more.  
 (9) Subcontractor - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter "N/A" and list of vendors to be provided.

Exhibit B, Attachment III A3\_A4  
Facility Costs

County of Tulare  
15-10078 A03\_A04

																	Total Facility Costs:		2,324,328												
																	Year 1 Total Costs		582,996	Year 2 Total Costs		595,812	Year 3 Total Costs		579,444	Year 4 Total Costs					566,076
Street Address, City, Zip Code	WCMIS Clinic Site # or N/A	Type of Space (Clinic Site, Administrative Site, Training Center, Warehouse, Storage Area, satellite clinic site)	Total Square Feet	Total Cost of Site Per Month Amend	New Total Amend	Amended Cost of Space Per Year	Total Cost of Site Per Month Amend	New Total Amend	Amended Cost of Space Per Year	Total Cost of Site Per Month Amend	New Total Amend	Amended Cost of Space Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj	Total Cost of Site Per Month Amend	Price Per Square Foot	Price Per Square Foot Adj	New Total Amend	Amended Cost of Space Per Year												
1433 E El Monte, Dinuba, CA 93616		Clinic	2,630	3,647	1.39	43,764	3,720	0.94	44,640	3,495	0.97	41,940	3,721	(352)	3,369	1.00		1.00	40,428												
175 E Front St, Farmersville, CA 93223		Clinic	1,485	1,885	1.27	22,620	1,923	0.83	23,076	1,862	0.83	19,844	1,951	(143)	1,708	0.85		0.85	20,486												
248 N Highway 65, Lindsay, CA 93247		Clinic	2,415	4,891	2.03	58,692	5,039	1.69	60,348	4,970	1.75	58,440	5,168	(400)	4,766	1.81		1.81	67,192												
1055 W Henderson, Porterville, CA 93257		Clinic	4,811	8,323	1.73	99,876	8,448	1.79	101,376	8,317	1.79	99,804	8,640	(669)	7,971	1.83		1.83	95,652												
40802 Road 128, Oroquieta, CA 93647		Clinic	2,630	3,942	1.50	47,304	4,010	1.21	48,120	3,760	1.25	45,480	4,022	(311)	3,711	1.28		1.28	44,532												
458 E O'Neal, Tulare, CA 93274		Clinic	5,524	5,998	1.07	70,752	6,014	1.09	72,168	5,838	1.11	70,020	6,107	118	6,228	1.13		1.13	74,700												
1819 N Dinuba Blvd, Visalia, CA 93291		Administrative Site, Storage Area	7,971	17,265	2.16	207,060	17,730	0.94	212,760	17,785	0.96	213,420	18,297	(1,418)	16,879	1.03		1.03	202,548												
168 N Valencia Rd., Woodlake, CA 93286		Clinic	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-												
785 E Washington, Earlimart, CA 93219		Clinic	1,860	2,744	1.45	32,928	2,777	0.95	33,324	2,533	0.98	30,396	2,768	(214)	2,544	1.02		1.02	30,528												



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 TULARE		QH-600545
<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, CA	