

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (7/07)

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Agreement Number 05-45811	Amendment Number A02
Registration Number:	

- 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, CDHS, DHS or the State)
 Contractor's Name County of Tulare Health and Human Services Agency (Also referred to as Contractor)
- The term of this October 1, 2005 through September 30, 2008
 Agreement is:
- The maximum amount of this \$ 11,877,000
 Agreement after this amendment is: Eleven million eight-hundred seventy-seven thousand dollars
- 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. **Amendment effective date:** October 1, 2007

II. **Purpose of amendment:** This amendment reflects an increase in funding resulting from a change in the WIC Funding Formula and an increase in funding for the following program administration and nutrition services: Other WIC Services, including but not limited to, Infrastructure Improvements and/or Breastfeeding Promotion and Education Activities and/or Special Projects.


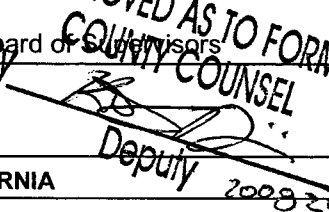

III. Certain changes in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

IV. Provision 3 (maximum amount payable) on the face of the original Standard Agreement (STD 213) is increased by **\$351,000** and is amended to read: ~~\$11,526,000 (eleven million five hundred twenty-six thousand dollars)~~ **\$11,877,000 (eleven million eight-hundred seventy-seven thousand dollars)**.

(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.) <u>County of Tulare Health and Human Services Agency</u>		
By (Authorized Signature) 	Date Signed (Do not type)	<div style="text-align: center;"> APPROVED AS TO FORM: COUNTY COUNSEL  Deputy 2008-3-44 </div>
Printed Name and Title of Person Signing <u>Connie Conway, Chairman, County of Tulare Board of Supervisors</u>		
Address <u>115 East Tulare Avenue</u> <u>Tulare, CA 93274</u>		
STATE OF CALIFORNIA		
Agency Name <u>California Department of Public Health</u>		
By (Authorized Signature) 	Date Signed (Do not type)	<input checked="" type="checkbox"/> Exempt per: 99.6KA1
Printed Name and Title of Person Signing <u>Allan Chinn, Chief, Contracts and Purchasing Services Section</u>		
Address <u>1501 Capitol Avenue, MS 1802, P.O. Box 997377,</u> <u>Sacramento, CA 95899-7377</u>		

- V. Paragraph 4 on the face of the original Standard Agreement (STD 213) is amended to add the following revised budget exhibits:

Exhibit B, Attachment III A2 – Budget (Year 3)

1 page

All references to Exhibit B, Attachment III in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment III A2 which is replaced in its entirety by the attached revised budget exhibit.

- VI. Provision 4 entitled, Amounts Payable of Exhibit B entitled, "Budget Detail and Payment Provisions", is amended to read:

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:

- 1) \$3,842,000 for the budget period of
October 1, 2005 through September 30, 2006.
- 2) \$3,842,000 the budget period of
October 1, 2006 through September 30, 2007.
- 3) ~~\$3,842,000~~ **\$4,193,000** for the budget period of
October 1, 2007 through September 30, 2008.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

- VII. All other terms and conditions shall remain the same.

Exhibit B, Attachment III A1
Budget
Year 3
10/01/07 through 09/30/08

Budget Line-Item	<u>Current Total</u>	<u>Prior Adjustment/ Line Item Shift</u>	<u>This Amendment</u>	<u>Revised Total</u>
1. Personnel	\$ <u>2,887,425</u>	\$ <u>-</u>	\$ <u>278,873</u>	\$ <u>3,166,298</u>
2. Operating Expenses	\$ <u>735,831</u>	\$ <u>-</u>	\$ <u>51,000</u>	\$ <u>786,831</u>
3. Capital Expenditures	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
4. Other Costs	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
5. Indirect Costs *	\$ <u>218,744</u>	\$ <u>-</u>	\$ <u>21,127</u>	\$ <u>239,871</u>
Total Per Column	\$ <u>3,842,000</u>	\$ <u>-</u>	\$ <u>351,000</u>	\$ <u>4,193,000</u>

* (Maximum 10% of Total Salaries & Wages, excluding Total Fringe Benefits)