

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (12/12)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number 11-10070	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

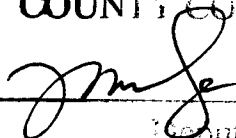
(Also referred to as Contractor)

2. The term of this Agreement is: July 1, 2011 through June 30, 2015**3. The maximum amount of this Agreement after this amendment is:** \$ 58,792 Fifty-Eight Thousand, Seven Hundred Ninety-Two 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 amendment extends the contract term for two additional years; continues the Scope of Work activities into Year 3 and Year 4; and increases the total budget to compensate the Contractor for continuing to perform the services for the additional years.
- 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 (12013 726)

(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**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

By (Authorized Signature)

Date Signed (Do not type)

Printed Name and Title of Person Signing

Address

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

Yolanda Murillo, Chief, Contracts Management Unit

Address

**1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377,
Sacramento, CA 95899-7377**

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

**Exhibit B, Attachment III
Budget
Year 3
July 1, 2013 – June 30, 2014**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Health Education Technician	\$2,108	0.30	12	\$7,590
Total Personnel				\$7,590
Fringe Benefits (43% of Personnel)				\$3,264
Total Personnel & Fringe				\$10,854

OPERATING EXPENSES

General Office Expense (pens, paper, pencils, envelopes) and incentives	\$716
Materials for two educational events	\$1,500

Total Operating Expenses **\$2,216**

TRAVEL (meetings and training) **\$0**

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Total Subcontractors **\$0**

OTHER COSTS **\$0**

INDIRECT COSTS (15% OF PERSONNEL) **\$1,628**

BUDGET GRAND TOTAL **\$14,698**

Exhibit B, Attachment IV
Budget
Year 4
July 1, 2014 – June 30, 2015

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Health Education Assistant	\$2,213	30%	12	\$7,967
Total Personnel				\$7,967
Fringe Benefits (43% of Personnel)				\$3,426
Total Personnel & Fringe				\$11,393

OPERATING EXPENSES

General Office Expense (pens, paper, pencils, envelopes)	\$696
Educational Event Materials (posters, brochures, educational materials)	\$900
Total Operating Expenses	\$1,596

TRAVEL \$0

SUBCONTRACTORS \$0

OTHER COSTS \$0

INDIRECT COSTS (15% OF PERSONNEL AND BENEFITS) \$1,709

BUDGET GRAND TOTAL \$14,698

Travel Reimbursement Information

(Mileage Reimbursement Increase Effective 1/1/13)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

- III. Paragraph 2 (term) on the face of the original STD 213 is amended to read: July 1, 2011 through ~~June 30, 2013~~ **June 30, 2015**. All references to the former contract term July 1, 2011 through June 30, 2013 in any exhibit incorporated into this agreement are hereinafter deemed to read July 1, 2011 through June 30, 2015.
- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by **\$29,396** and is amended to read as follows: ~~\$29,396 (Twenty Nine Thousand, Three Hundred Ninety Six Dollars)~~ **\$58,792 (Fifty-Eight Thousand, Seven Hundred Ninety-Two Dollars)**.
- V. Exhibit A – Scope of Work, item 6. Required Reports and Data, section B. End-of-Year Report is amended to read as follows:

6. Required Reports and Data

B. End-of-Year Report

Part 1: STD Control Program Support

Provide a brief, electronic End-of-Year Report describing how the Contractor met the goal of increasing STD Control Program infrastructure at the local level to reduce the transmission of STDs in California. The Contractor will need to provide specific information as to how the key activities selected in Objective 1, Part 1 were accomplished, barriers encountered, rationale for any changes or adjustments, and any evaluation results.

Period: July 1, 2011 – June 30, 2012

Due: July 31, 2012

Period: July 1, 2012 – June 30, 2013

Due: July 31, 2013

Period: July 1, 2013 – June 30, 2014

Due: July 31, 2014

Period: July 1, 2014 – June 30, 2015

Due: June 30, 2015

- VI. Provision 4 (Amounts Payable) of Exhibit B – Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

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

- 1) \$14,698 for the budget period of 07/01/11 through 06/30/12.
- 2) \$14,698 for the budget period of 07/01/12 through 06/30/13.
- 3) **\$14,698 for the budget period of 07/01/13 through 06/30/14.**
- 4) **\$14,698 for the budget period of 07/01/14 through 06/30/15.**

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following exhibits:

Exhibit B, Attachment III – Budget (Year 3) (1 page)

Exhibit B, Attachment IV – Budget (Year 4) (1 page)

- VIII. Paragraph 4 (incorporated exhibits) on the face of the original is amended to update the following exhibit:

Exhibit G – Travel Reimbursement Information (Rev. 01/13) (2 pages)

The Exhibit G – Travel Reimbursement Information has been replaced in its entirety.