

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

Check here if additional pages are added: 5 Page(s)

33995

Agreement Number 15-10061	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: City of Long Beach
 (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 after this amendment is: \$ 19,609,328
 Nineteen Million Six Hundred Nine Thousand Three Hundred Twenty Eight 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 amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A two 2% increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals this allows the contractor to perform more of the same services. The increase will start in Year Two of the contract and will be continued in Years Three and Four.

This amendment also reflect shifting of funds between expense categories in Year One of the contract due actual expenditures costs. Farmers' Market was increased in year 1, to allow continued participation in the program.

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

June 2, 2016

(Continued on next page)

CHARLES PARKIN, City Attorney

[Handwritten Signature]

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.) City of Long Beach	
By (Authorized Signature) <i>[Signature]</i> Patrick H. West, City Manager	Date Signed (Do not type) 6/13/16
Printed Name and Title of Person Signing EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.	
Address 2525 Grand Avenue Long Beach, CA 90815	
STATE OF CALIFORNIA	
Agency Name California Department of Public Health	
By (Authorized Signature) <i>[Signature]</i> Yolanda Murillo, Chief, Contracts Management Unit	Date Signed (Do not type) 6/23/16
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377	

CALIFORNIA Department of General Services Use Only

[Handwritten Initials]

APPROVED

JUN 29 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:

[Handwritten Signature]

III. **Exhibit A, Scope of Work, revised as follows:**

Provisions 2 Definitions, K and FF through LL as follows:

2. Definitions

- K. Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, ~~(including fixed and satellite sites)~~, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- FF. WIC Clinic Sites** - A site that is solely designated for WIC services. ~~This includes fixed clinic sites and satellite clinic sites.~~
- ~~**GG. WIC Clinic Sites (Fixed)** - A site that is solely designated for WIC services (e.g., a room or suite of rooms in a health center or business mall).~~
- ~~**HH. WIC Clinic Sites (Satellite)** - A site that is not designated solely for WIC services, such as a community center, church, or library. Staff must set up and take down equipment (e.g., laptops and printers).~~
- ~~**GG. WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.~~
- ~~**HH. WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.~~
- ~~**II. WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.~~
- ~~**JJ. WPPM** means the WIC Policy and Procedure Manual.~~

Provision 4.B. Services Hours:

4. Service Hours

- B.** When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated. ~~and the changes are reflected on the CDPH/WIC Division website.~~
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Provision 6.A.8), and 19)c)

6. Contractor Responsibilities

A. Administrative Contract Requirements

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at remote WIC clinic sites; and provide community outreach activities.

19) Motor Vehicles and Vehicle Maintenance

- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph 34.B.

Provision 6.A.24) has been added as follows:

A. Administrative Contract Requirements

24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).

- a) If the Contractor elects to use a third-party data reporting system, the Contractor must:
- i) Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
 - ii) Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment II), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;
 - iii) Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
 - iv) Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
 - v) To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, revised as follows:

Task 2: Nutrition Education:

Activities to Support the Objective

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, § 6.A.6).

Task 5: Outreach:

Deliverables

- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, § 6.A.6).

Task 6: WIC Vendor Technical Assistance and Support:

Activities to Support the Objective

Function 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly ~~Technical Assistance (TA)~~ site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the TA site visit and upon request in between onsite visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

~~Function 5: Participate in and document vendor-related projects on an as needed basis.~~

Deliverables

- A. Assist the Contractor's Training Coordinator to Ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- C. Meet a minimum 90 percent performance standard of TA vendor onsite visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every TA WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- ~~G. Document results of vendor-related project outcomes and submit to the CDPH/WIC Division as required.~~
- ~~H.G.~~ Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- I. H. Include LVL activities in the Semi-annual Report.

Task 7: Farmers' Market Nutrition Program:

Activities to Support the Objective

Function 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Task 9: Regional Breastfeeding Liaison Program – (N/A Not Applicable - Not part of this contract, Content intentionally omitted)

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion as defined by the agency's RBL Plan of Action. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care. (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, community-based organizations, public health departments, health clinics, hospitals, businesses, etc.).

Function 2: The RBL will work with health care providers to improve their understanding of breastfeeding and WIC's role as a breastfeeding resource and to increase referrals.

Deliverables

- A. Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Plan of Action template.
- E. RBL shall participate in meetings, webinars, conferences, webinars and conference calls as requested required by the CDPH/WIC Division. As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.

V. Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System (Sample Agreement), is hereby augmented into this agreement.

VI. Exhibit B - Budget Detail and Payment Provisions, revised as follows:

Provision 1.B. and E.

1. Invoice and Payment

- B. Contractor shall submit one (1) original invoice, in arrears, not more frequently than monthly, unless an alternative period has been approved in writing, in advance, by the CDPH/WIC Division. Each monthly invoice shall include the Contractor's Agreement Number and shall be submitted for payment no more than forty-five (45) calendar days following the close of each billing period. Invoices are to be submitted to:

California Department of Public Health
WIC Division
Attention: Local Operations Section, Contract Manager
3901 Lennane Drive
Sacramento, CA 95834

- E. The invoice shall be signed by the Contractor's invoice preparer ~~WIC Director~~ and the Agency Director (or designee). If a designee signs an invoice for the Agency Director, a letter signed by the Agency Director shall be on file to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Provision 4.A. Amounts Payable revised as follows:

4. Amounts Payable

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

- 1) ~~\$4,753,564~~ \$4,754,914 for the budget period of 10/1/2015 through 9/30/2016.
- 2) ~~\$4,809,517~~ \$4,899,015 for the budget period of 10/1/2016 through 9/30/2017.
- 3) ~~\$4,862,296~~ \$4,952,599 for the budget period of 10/1/2017 through 9/30/2018.
- 4) ~~\$4,911,724~~ \$5,002,800 for the budget period of 10/1/2018 through 9/30/2019.

XII. Exhibit B, Attachment I through III, Budgets have been revised in its entirety as attached.

XIII. Exhibit B, Attachment IV, Invoice Sample has been revised in its entirety as attached.
