

33370

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

Agreement Number 13-20055	Amendment Number A01
Registration Number: <u>ep 1326039</u>	

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: July 1, 2013 through March 31, 2016
3. The maximum amount of this Agreement after this amendment is: \$ 3,049,931
Three Million, Fourty Nine Thousand, Nine Hundred Thirty One 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 and extends the term of this agreement by 2 years, due to a revised state allocation formula for this program.
 - 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~~).
 - III. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$2,382,801 and is amended to read: ~~\$667,130 Six Hundred Sixty Seven Thousand, One Hundred Thirty Dollars~~ \$3,049,931 (Three Million, Fourty Nine Thousand, Nine Hundred Thirty One Dollars)

APPROVED AS TO FORM

4/28, 2014
 CHARLES PARKIN, City Attorney (Continued on next page)
 By [Signature]
 LINDA T. VU
 DEPUTY CITY ATTORNEY

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>City of Long Beach</u>		
By (Authorized Signature) <u>[Signature]</u> Assistant City Manager	Date Signed (Do not type) <u>4.28.14</u>	
Printed Name and Title of Person Signing <u>Patrick H. West, City Manager</u>		
Address <u>Long Beach Prevention Health Bureau 2525 Grand Avenue, Long Beach, CA 90815</u>		
STATE OF CALIFORNIA		
Agency Name <u>California Department of Public Health</u>		
By (Authorized Signature) <u>[Signature]</u>	Date Signed (Do not type) <u>5/29/14</u>	
Printed Name and Title of Person Signing <u>Yolanda Murillo, Chief, Contracts Management Unit</u>		
Address <u>1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</u>		

Exempt per: **OA Budget Act 2013**

- IV. Exhibit B - Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, A01, Budget Detail and Payment Provisions.

"All references to Exhibit B, Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, A01, Budget Detail and Payment Provisions."

- V. Exhibit B – Attachment I, AMENDED Budget (Year 1), Attachment II, Budget (Year 2) and Attachment III, Budget (Year 3), are hereby augmented to this agreement.

Exhibit B – A01
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than ~~thirty (30)~~ **forty-five (45)** calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

C. Invoices shall:

- 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Identify contract agreement number.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B – A01
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) ~~\$667,430~~ \$839,845 for the budget period of 07/01/13 through 03/31/14
- 2) \$1,105,043 for the budget period of 04/01/14 through 03/31/15
- 3) \$1,105,043 for the budget period of 04/01/15 through 03/31/16

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.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

Exhibit B – A01
Budget Detail and Payment Provisions

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B - Attachment I
HIV Care Program
AMENDED Budget (Year 1)
 July 1, 2013 through March 31, 2014

	Original HCP Budget	Original MAI Budget	Original Total Budget	<u>A01 HCP Amendment</u>	<u>A01 MAI Amendment</u>	<u>A01 Total Budget</u>
A. PERSONNEL	\$503,038	\$90,570	\$593,608	<u>\$98,232</u>	<u>\$26,002</u>	<u>\$717,842</u>
B. OPERATING EXPENSES	\$4,030	\$1,770	\$5,800	<u>\$6,389</u>	<u>(\$20)</u>	<u>\$12,169</u>
C. CAPITAL EXPENDITURE	\$0	\$0	\$0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
D. OTHER COSTS	\$21,000	\$0	\$21,000	<u>\$11,500</u>	<u>\$0</u>	<u>\$32,500</u>
E. INDIRECT COSTS (Up to 15% of Personnel)	\$37,665	\$9,057	\$46,722	<u>\$28,469</u>	<u>\$2,143</u>	<u>\$77,334</u>
TOTAL BUDGET	\$565,733	\$101,397	\$667,130	<u>\$144,590</u>	<u>\$28,125</u>	<u>\$839,845</u>

Exhibit B - Attachment II
HIV Care Program
Budget (Year 2)
April 1, 2014 through March 31, 2015

	HCP Budget	MAI Budget	Total Budget
A. PERSONNEL	\$856,935	\$144,579	\$1,001,514
B. OPERATING EXPENSES	\$7,962	\$3,537	\$11,499
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$35,500	\$0	\$35,500
E. INDIRECT COSTS (Up to 15% of Personnel)	\$48,882	\$7,648	\$56,530
TOTAL BUDGET	\$949,279	\$155,764	\$1,105,043

Exhibit B - Attachment III
HIV Care Program
Budget (Year 3)
April 1, 2015 through March 31, 2016

	HCP Budget	MAI Budget	Total Budget
A. PERSONNEL	\$856,935	\$144,579	\$1,001,514
B. OPERATING EXPENSES	\$7,962	\$3,537	\$11,499
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$35,500	\$0	\$35,500
E. INDIRECT COSTS (Up to 15% of Personnel)	\$48,882	\$7,648	\$56,530
TOTAL BUDGET	\$949,279	\$155,764	\$1,105,043