

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A\_CDPH (7/07)

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

**29401**

Agreement Number 05-45210	Amendment Number A01
Registration Number: <u>4260100596859.1</u>	


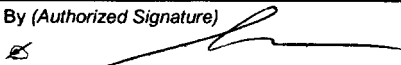
1. This Agreement is entered into between the State Agency and Contractor named below:
 

State Agency's Name <u>California Department of Public Health</u>	(Also known as CDPH, CDHS, DHS or the State)
Contractor's Name <u>City of Long Beach</u>	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2005 through June 30, 2008
3. The maximum amount of this Agreement after this amendment is: \$ 648,000 Six Hundred Forty-Eight Thousand 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. **Amendment effective date:** July 1, 2007.
  - II. **Purpose of amendment:** This amendment reflects an expansion of certain Scope of Work activities in Year 3, clarifies rates payable in Years 2 and 3 and increases the budget for Year 3 to compensate the contractor for performing additional services. The State is receiving more of the same services as outlined in the original Scope of Work.
  - III. 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~~).
  - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$108,000 and is amended to read: \$540,000 (Five Hundred Forty Thousand Dollars.) \$648,000 (Six Hundred Forty-Eight 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.**

<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.) <u>City of Long Beach</u>	
By (Authorized Signature) <u>Assistant City Manager</u> 	Date Signed (Do not type) <u>3.12.08</u>
Printed Name and Title of Person Signing <u>Patrick H. West, City Manager</u>	
Address <u>C/O Mimi Lachica, MA, Laboratory Services Officer, Long Beach Public Health Laboratory, 2525 Grand Avenue, Room 260, Long Beach, CA 90815</u>	
<b>STATE OF CALIFORNIA</b>	
Agency Name <u>California Department of Public Health</u>	
By (Authorized Signature) 	Date Signed (Do not type) <u>4/2/08</u>
Printed Name and Title of Person Signing <u>Allan Chinn, Chief, Contracts and Purchasing Services Section</u>	
Address <u>1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</u>	
<input checked="" type="checkbox"/> Exempt per: OOA transaction is PCC exempt per applicable Budget Act.	

**EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.**

V. Provision 1 (Invoicing and Payment), Paragraph D (Rates Payable), Item 3 of Exhibit B – Budget Detail and Payment Provisions is amended to read as follows:

**1. Invoicing and Payment**

**D. Rates Payable**

3) The maximum number of regional client Viral Load Tests performed by the Contractor shall not exceed 1,800 ~~per contract year~~ **for Year 1, 1,800 for Year 2 and 2,880 for Year 3.**

1,800 tests x \$100.00 per test = \$180,000 ~~per contract year~~ **for Year 1.**

**1,800 tests x \$100.00 per test = \$180,000 for Year 2.**

**2,880 tests x \$100.00 per test = \$288,000 for Year 3.**

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

**4. Rates Payable**

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

1) \$180,000 for the budget period of 07/01/2005 through 06/30/2006.

2) \$180,000 for the budget period of 07/01/2006 through 06/30/2007.

3) ~~\$180,000~~ **288,000** for the budget period of 07/01/2007 through 06/30/2008.

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.

VII. Exhibit E (Additional Provisions) is amended to add the following paragraph:

**5. Departmental Reorganization**

**A. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (CDHS) as the California Department of Health Care Services (DHCS).**

**B. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.**

**C. Agreements approved on or after July 1, 2007 that refer to CDHS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.**

**D. As a result of the departmental reorganization discussed above, various CDHS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, CDHS reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Contractor supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.**

VIII. All other terms and conditions shall remain the same.

APPROVED AS TO FORM

Yes, 2008  
ROBERT E. SHANNON, City Attorney

By [Signature]  
HEATHER A. MAHOOD  
ASSISTANT CITY ATTORNEY