

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**SCO ID: 4265-2210264-A2**

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER <b>22-10264</b>	AMENDMENT NUMBER <b>A02</b>	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Napa County

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 2,828,653.00 Two Million Eight Hundred Twenty-Eight Thousand Six Hundred Fifty-Three 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. This amendment increases the contract by \$880.00, changing the total amount to read \$2,828,653.00, to better support the Contractor's needs, and is shifting funds in fiscal years 2 and 3 to accommodate anticipated expenses.

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

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Napa County

CONTRACTOR BUSINESS ADDRESS

2751 Napa Valley Corporate Dr., Building B

CITY

Napa

STATE

CA

ZIP

94558

PRINTED NAME OF PERSON SIGNING

Joelle Gallagher

TITLE

Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Approved as to form:

Napa County Counsel

Dated: 4/3/2024

By: /S/ COREY S. UTSUROGI

Corey S. Utsurogi, Deputy

II. Exhibit A, Scope of Work, Provision 4 has been revised as follows:

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b>	<b>Napa County</b>
Joni Scott <b>Fleshman</b> , Contract Manager Telephone: 916-928-8652 E-mail: <a href="mailto:joni.scott@cdph.ca.gov">joni.scott@cdph.ca.gov</a> <u><a href="mailto:joni.fleshman@cdph.ca.gov">joni.fleshman@cdph.ca.gov</a></u>	Jennifer Yasumoto Director of Health and Human Services Telephone: 707-253-4678 E-mail: <a href="mailto:jennifer.yasumoto@countyofnapa.org">jennifer.yasumoto@countyofnapa.org</a>

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>Napa County</b>
CDPH/WIC Division Attention: Joni Scott <b>Fleshman</b> , Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834  Telephone: 916-928-8652 E-mail: <a href="mailto:joni.scott@cdph.ca.gov">joni.scott@cdph.ca.gov</a> <u><a href="mailto:joni.fleshman@cdph.ca.gov">joni.fleshman@cdph.ca.gov</a></u>	Attention: Heidi Merchen, Public Health Administrative Manager (interim WIC Director), MBA 2751 Napa Valley Corporate Dr., Bldg B Napa, CA 94558  Telephone: 707-299-2168 E-mail: <a href="mailto:heidi.merchen@countyofnapa.org">heidi.merchen@countyofnapa.org</a>

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 94-6000525
FISCAL ID #: 00000004887
Contractor: Napa County
Attention: Treasurer
Address: 2751 Napa Valley Corporate Dr., Bldg B
Contract Number: 22-10264 A04 <b>A02</b>
Email: <a href="mailto:cheryl.parker@countyofnapa.org">cheryl.parker@countyofnapa.org</a>

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

III. Exhibit B, Budget Detail and Payment Provisions has been revised as follows:

**F. Amounts Payable**

The amounts payable under this Agreement shall not exceed:

~~\$ 2,827,773.00~~ **\$ 2,828,653.00** for the budget period of 10/01/2022 through 09/30/2025.

IV. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

Exhibit B, Attachment I  
Budget Detail  
October 1, 2022 - September 30, 2025

PERSONNEL	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023			Year 2 10/1/2023 - 9/30/2024				Year 3 10/1/2024 - 9/30/2025				Total	Total Budget Adj.	Amended Total				
							FTE	Budgeted Amount	FTE Adj.	FTE	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	
Public Health Manager ②	1-22	5	120,973		147,014		0.10	14,775	0.10	0.30	0.40	15,071	39,937	55,008	0.10	0.30	0.40	15,372	39,471	54,843	45,218	79,408	124,626	
WIC Coordinator/Nutrition Supervisor ②	1-22	1-8	84,573		101,358		1.00	88,080	1.00			93,678	(13,230)	80,448	1.00		1.00	97,973	(15,780)	82,193	279,731	(29,010)	250,721	
Staff Services Analyst II ②	2,3,5-13,15,17,21,22	7, 8	77,896		93,080		0.50	44,974	0.50	(0.50)	0.00	45,873	(45,873)	-	0.50	(0.50)	0.00	46,791	(46,791)	-	137,638	(92,664)	44,974	
Public Health Nutritionist ②	1-3,5-9,12,14,15,21,22	1-5, 7, 8	76,461		91,458		0.96	82,702	0.96	(0.96)	0.00	88,447	(88,447)	-	0.96	(0.96)	0.00	91,915	(91,915)	-	263,064	(180,362)	82,702	
Health Education Specialist ①②	1-3,6-9,12,14,15,21,22	1-8	73,195		87,443		1.00	89,978	1.00	1.00	2.00	91,777	48,431	140,208	1.00	1.00	2.00	93,613	47,304	140,917	275,368	95,735	371,103	
Community Aide ①②	1,2,6,8,9,12,14,15,21,22	1-5, 8	48,506		57,429		3.00	152,610	3.00	(3.00)	0.00	132,810	(132,810)	-	3.00	(3.00)	0.00	117,348	(117,348)	-	402,768	(250,158)	152,610	
Senior Office Assistant ①②	1,2,6,8,9,12,15,17,18,19,21,22	3-5, 8	52,957		62,858		1.60	101,470	1.60		1.60	104,479	(17,935)	86,544	1.60		1.60	106,569	(22,637)	83,932	312,518	(40,572)	271,946	
Office Assistant II ①②	1,2,6,8,12,15,17,19,21,22	3-5, 8	48,776		57,637		1.00	51,189	1.00		1.00	53,529	(9,445)	44,084	1.00		1.00	55,843	(10,510)	45,333	160,561	(19,955)	140,606	
WIC Nutrition Assitant I ①②	1,2,6,8,9,12,14,15,21,22	1-5, 8		59,571		70,491				2.00	2.00	95,684	95,684				0.00				-	-	95,684	95,684
WIC Nutrition Assitant II ①②	1,2,6,8,9,12,14,15,21,22	1-5, 8		63,502		75,129				2.00	2.00	100,884	100,884		4.00	4.00		198,618	198,618	299,502	299,502	299,502	299,502	
Overtime ③																								
Salaries and Wages								625,778				625,664	(22,804)	602,860				625,424	(19,588)	605,836	1,876,866	(42,392)	1,834,474	
<b>Total FTE</b>							<b>9.16</b>		<b>9.16</b>	<b>0.84</b>	<b>10.00</b>				<b>9.16</b>	<b>0.84</b>	<b>10.00</b>							
<b>Fringe Benefits ④</b>							<b>Percent</b>	<b>Budgeted Amount</b>	<b>Percent</b>	<b>Amended Percent</b>	<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Percent</b>	<b>Amended Percent</b>	<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Total</b>	<b>Total Budget Adj.</b>	<b>Amended Total</b>			
<b>TOTAL PERSONNEL (paid by State WIC contract)</b>							48.72351%	304,901	48.75070%	54.44930%	305,015	23,238	328,253	48.80780%	53.69070%	305,255	20,022	325,277	915,171	43,260	958,431			
<b>Total In-Kind for Personnel ⑫</b>								21,090			56,931	324,434	381,365			86,470	361,268	447,738	164,491	685,702	850,193			
<b>OPERATING</b>								<b>Budgeted Amount</b>			<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>			<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Total</b>	<b>Total Budget Adj.</b>	<b>Amended Total</b>			
General Expenses ⑤	5-7,17-21,23	1-10																						
Travel ⑥	8	1-10																						
Training	4,5,7,17,21,23	1-10																						
Outreach/Media/Promotion	17	1-10																						
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10																						
<b>TOTAL OPERATING (paid by State WIC contract)</b>																								
<b>Total In-Kind for Operating ⑫</b>								111,826			115,180		115,180			118,636		118,636	345,642		345,642			
<b>CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)</b>								<b>Budgeted Amount</b>			<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>			<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Total</b>	<b>Total Budget Adj.</b>	<b>Amended Total</b>			
Equipment ⑨	6,17,18,20,21	1-10																						
Vehicles ⑩	8,17-19	1-10																						
<b>TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)</b>																								
<b>Total In-Kind for Capital Expenditures ⑫</b>																								
<b>OTHER COSTS ⑪</b>								<b>Budgeted Amount</b>			<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>			<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Total</b>	<b>Total Budget Adj.</b>	<b>Amended Total</b>			
<b>TOTAL OTHER COSTS (paid by State WIC contract)</b>																								
<b>Total In-Kind for Other Costs ⑫</b>																								
<b>INDIRECT</b>							<b>Percent</b>	<b>Budgeted Amount</b>	<b>Percent</b>	<b>Amended Percent</b>	<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Percent</b>	<b>Amended Percent</b>	<b>Budgeted Amount</b>	<b>Budget Adj.</b>	<b>Amended Budgeted Amount</b>	<b>Total</b>	<b>Total Budget Adj.</b>	<b>Amended Total</b>			
Total Personnel Costs							1.28000%	11,912	1.28000%		11,912	6	11,918	1.28000%		11,912	6	11,918	35,736	12	35,748			
<b>TOTAL INDIRECT (paid by State WIC contract)</b>								11,912			11,912	6	11,918			11,912	6	11,918	35,736	12	35,748			
<b>Total In-Kind for Indirect ⑫</b>								98,318			101,268		101,268			104,306		104,306	303,892		303,892			
<b>TOTAL BUDGET (paid by State WIC contract)</b>								\$ 942,591			\$ 942,591	\$ 440	\$ 943,031			\$ 942,591	\$ 440	\$ 943,031	\$ 2,827,773	\$ 880	\$ 2,828,653			
<b>Total In-Kind for All Budget Line-Items ⑫</b>								\$ 231,233			\$ 273,379	\$ 324,434	\$ 597,813			\$ 309,411	\$ 361,268	\$ 670,679	\$ 814,023	\$ 685,702	\$ 1,499,725			

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

Year 1
\$ 942,591
\$ -
\$ -

Year 2
\$ 943,031
\$ 440
\$ -

Year 3
\$ 943,031
\$ 440
\$ -

\*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.



TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**Date:** February 9, 2024

**TO:** Napa County

**FROM:** California Department of Public Health (CDPH)

**SUBJECT:** Contract # 22-10264 A02

Please find the above-referenced Contract Agreement between the California Department of Public Health and Napa County, attached for your review and signature.

**IMPORTANT:** The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please do not alter this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below to the following mailbox: [LocalContracts@cdph.ca.gov](mailto:LocalContracts@cdph.ca.gov). Please title the email Subject line: Signed Agreement for 22-10264 A02 (Napa).

- One (1) signed copy of the Standard Agreement - Amendment (STD 213A). This document can be signed electronically or physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your Agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.



CDPH Women, Infants and Children (WIC) Division  
3901 Lennane Drive, MS 8600, Sacramento, CA 95834  
P.O. Box 997375, MS 8600, Sacramento, CA 95899-7375  
(916) 928-8500 | [www.wicworks.ca.gov](http://www.wicworks.ca.gov)



Thank you,

*Contract and Procurement Support Branch*

Attachments

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