

Napa Co. # 3402

Check here if additional pages are added: 6 Page(s)

Agreement Number 15-10072	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 Napa County	(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: \$ 3,897,489
Three Million Eight Hundred Ninety Seven Thousand Four Hundred Eighty Nine 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 formula used by the Consumer Price Index. A two 2% increase is being applied to portions of the funding formula 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 continue 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.

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~~).

(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	CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <u>Napa County</u>	
By (Authorized Signature) <i>[Signature]</i>	Date Signed (Do not type)
Printed Name and Title of Person Signing <u>Alfredo Pedroza, Chairman of the Board of Supervisors</u>	
Address <u>2261 Elm Street, Building G Napa, CA 94559</u>	
STATE OF CALIFORNIA	
Agency Name <u>California Department of Public Health</u>	
By (Authorized Signature) <i>[Signature]</i>	Date Signed (Do not type)
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>	
<input type="checkbox"/> Exempt per:	

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).~~

~~II.GG. **WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.~~

~~JJ.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.~~

~~KK II. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.~~

~~LL 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.

APPROVED AS TO FORM
Office of County Counsel
By: 
Date: 7/21/2016

Provision 5.A.and B. Project Representatives

5. Project Representatives

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

California Department of Public Health	Contractor Name
Kerry Wyatt Contract Manager Telephone: (916) 928-8757 Fax: (916) 263-3314 E-mail: Kerry.Wyatt@cdph.ca.gov	Howard K. Himes Napa County Health and Human Services Agency Director Telephone: (707) 253-4279 Fax: (707) 253-6172 E-mail: howard.himes@countyofnapa.org

B. Direct all inquiries to:

California Department of Public Health	Contractor Name
CDPH/WIC Division Attention: Kerry Wyatt Local Operations Section 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8757 Fax: (916) 263-3314 E-mail: Kerry.Wyatt@cdph.ca.gov	Napa County Attention: Vimlan VanDien <u>Jenna Haug Said</u> <u>WIC Coordinator/Nutrition Supervisor,</u> <u>MS,RD,CLE MAS, RD</u> 2344 Old Sonoma Rd., Bldg. G Napa, CA 94559 Telephone: (707) 253-4272 Fax: (707) 253-4380 E-mail: <u>jenna.haugsaid@countyofnapa.org</u>

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 Vender 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. Add 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) \$951,063 for the budget period of 10/1/2015 through 9/30/2016.
- 2) ~~\$957,869~~ **\$976,363** for the budget period of 10/1/2016 through 9/30/2017.
- 3) ~~\$962,974~~ **\$981,564** for the budget period of 10/1/2017 through 9/30/2018.
- 4) ~~\$969,780~~ **\$988,499** for the budget period of 10/1/2018 through 9/30/2019.

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

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

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

Template
Service Agreement for Third Party Entity's Data
Reporting System

Between
Third Party Entity
And
California WIC Local Agency

This Fee for Service Agreement (this "Agreement") is made and entered into as of date by and between Third Party Entity and California WIC Local Agency, the party identified under Section I as the "Customer" for the purpose of this Agreement.

IDENTITY OF CUSTOMER:

Legal Name: _____
DBA of Customer: _____
Address: _____
City/State/Zip: _____
Business Telephone: _____
Email of Customer: _____
Name of Customer Contact: _____
Phone Number of Customer Contact: _____

IDENTITY OF THIRD PARTY ENTITY:

Legal Name: _____
DBA: _____
Address: _____
City/State/Zip: _____
Business Telephone: _____
Data Reporting System Name: _____
Project Director Name: _____

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

Project Director Phone #: _____

Project Director Email Address: _____

Contract Manager Name: _____

Contract Manager Email Address: _____

I. Term and Termination

Term: The term of this Agreement shall begin after signed by both parties and it shall remain in effect for four (4) years.

Termination without Cause: Either party may terminate this Agreement at any time and for any reason with at least thirty (30) calendar days prior written notice to the other party.

Termination for Cause: With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- i. A material violation or breach of this Agreement by the other party which is not cured within 15 calendar days after written notice from the terminating party.

II. Scope of Work

The above Customer gives permission to Third Party Entity to download and access their Standard Local Agency Dataset (SLAD) on a monthly basis from the California Department of Public Health's data system. Third Party Entity System Administrators will have access to the Customer's WIC data contained in the SLAD files, and said files will reside at Third Party Entity for the purpose of this project.

Customer's SLAD data, containing WIC participant identifiable information, will not be shared with any entity outside of this Customer without written permission.

Third Party Entity will use the SLAD files to generate a standard set of caseload reports for this Customer and will provide the Customer access to those reports on a secure website.

This Customer will only have access to detailed reports on its own participant data. Some reports may contain aggregated data from other California Local WIC Agencies also using the Third Party Entity's Data Reporting System for comparison of overall statistics. Individual California Local WIC Agencies are not identified in these aggregated data reports, and the Third Party Entity's Data Reporting System will only display aggregated data from other California Local WIC agencies for comparison purposes if the Third Party Entity's Data Reporting System includes 10 or more California Local WIC Agencies.

The following services will be provided by the Third Party Entity:

1. Third Party Entity will host and provide support (including backup, recovery and periodic software updates) for the Third Party Entity's Data Reporting System.

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

2. Third Party Entity will add all new users to the system as User Security Affidavits (USA) are received from this Customer.

III. Cost

Third Party Entity will invoice the Customer on an annual basis, and payment will be due from the Customer upon receipt of invoice for services.

Formula used to determine cost per year: _____

The total cost for this Customer for a full year will be: \$ _____

IV. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement.

V. Insurance

Third Party Entity shall obtain and maintain on file in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

1. Workers' Compensation insurance.
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease EA Employee \$1,000,000
 - c. E.L. Disease Policy Limit \$1,000,000.
2. Liability insurance. Third Party Entity shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and with an A.M. Best rating of A:VII or better, or equivalent self-insurance.
3. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Third Party Entity or any officer, agent, or employee of Third Party Entity under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

4. Professional Liability/Errors and Omissions. Third Party Entity shall provide professional liability or errors and omissions insurance for all activities of Third Party Entity arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
5. Comprehensive Automobile Liability Insurance. If Third Party Entity's obligations under this Agreement shall involve the operation of owned, hired, leased and/or non-owned vehicles, Third Party Entity shall provide comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Third Party Entity's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

VI. Confidentiality

1. Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by Third Party Entity which relates to the Customer's past, present, and future activities, as well as activities under this Agreement. Third Party Entity shall hold all such information as Third Party Entity may receive or create, if any, in trust and confidence, except with the prior written approval of the Customer, as expressed through the identified contact for this Agreement. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Third Party Entity shall delete all online data which contains any such confidential information, except that Third Party Entity may retain for its files a copy of Third Party Entity's work product if such product has been made available to the public by the customer.
2. Protection of Personally Identifiable Information and Protected Health Information.
 - a. This software system does not contain any Protected Health Information (PHI) and is therefore not constrained by HIPAA regulations.
 - b. This software system does contain information managed by The California Department of Public Health, The Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) and all data shall be managed and kept confidential according to the rules governing CDPH/WIC.
 - c. Third Party Entity shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of the Customer's information; these standards, will, at a minimum, conform to CDPH's standards as outlined in its *Information Privacy and Security Requirements (For Non-HIPAA/HITECH Act Contracts)*. This document is the standard Exhibit G included in the October 2015 – September 2019 contracts between CDPH/WIC and each WIC Local Agency.
 - d. Third Party Entity agrees to notify the Customer immediately of any unauthorized access to or disclosure of WIC information that it becomes aware of.
 - e. Third Party Entity will be responsible for all costs associated with Third Party

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

Entity's breach of the security and the privacy of the Customer's WIC information, or its unauthorized access to or disclosure, including, but not limited to, mitigation of the breach, cost to the Customer of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations.

VII. Notices

Notices shall be delivered in person, via email or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by email/mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

Customer

Name: _____
Attn: _____
Address: _____
Email: _____

Third Party Entity

Name: _____
Attn: _____
Address: _____
Email: _____

VIII. Venue

This Agreement is entered into in Third Party Entity's County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Third Party Entity's County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Third Party Entity's County, California and waives any defense of forum non conveniens.

IX. Access to Records/Retention

The Customer, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Third Party Entity which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Third Party Entity shall maintain all required Agreement related records for at least seven (7) years

