



AGENDA _____ July 21, 2009

AGENCY ADMIN. & FINANCE
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July 02, 2009

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: Proposed Acceptance of Standard Agreement Amendment between the California Department of Public Health and Alameda County Public Health Department, Women, Infants, and Children (WIC) Program

RECOMMENDATION:

1. Accept and authorize the President to sign in original signature ten (10) copies of Standard Agreement Amendment #08-85409 A01 from the California Department of Public Health, increasing the agreement from \$11,764,000 to \$12,104,000, an increase of \$340,000. The award is disbursed over a three year period, from October 1, 2008 through September 30, 2011 and its purpose is to provide nutrition education and outreach, and conduct nutrition activities for low-income families in Alameda County; and
2. Approve spending authority for restricted expenditure items such as food for nutrition education demonstrations (to be purchased with gift cards) and for client incentives in the amount of \$ 2,250; incentive items for providers in the amount of \$6,000; and nutrition education reinforcement items up to \$20,000, for clients to fulfill the goals and missions of the program.

SUMMARY/DISCUSSION/FINDINGS:

On December 9, 2008, your Board accepted the Standard Agreement # 08-85409 with California Department of Public Health in the amount of \$11,764,000 for the period October 1, 2008 through September 30, 2011 to provide food vouchers, nutrition counseling and nutrition education to eligible low-income prenatal and postpartum women, their infants and children.

Honorable Board of Supervisors
July 2, 2009
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At this time, it is requested that your Board accept the Standard Agreement Amendment # 08-85409 A01 in the amount of \$12,104,000 for the period October 1, 2008 through September 30, 2011, an increase of \$340,000 for FY 2008-09. Because of rising unemployment and high food costs, WIC enrollment has increased by 13% in the past year, and participation is up by 8%, with increases primarily at the Hayward and Fremont sites. This increase in funding will allow the WIC program to hire additional temporary staffs to serve the increasing number of WIC clients and to increase space and equipment expenditures related to these additional staffs.

Many WIC clients are low-income pregnant women and parents raising infants and children under the age of 5 years old; it is essential to provide them nutrition counseling and classes, and to provide them food vouchers and other incentive items to meet their needs and encourage their participation. These incentive items are shown below.

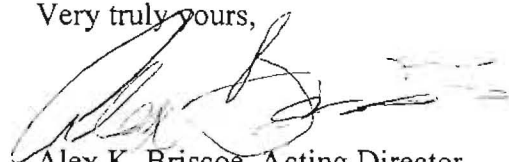
<u>Vendor</u>	<u>Type</u>	<u>Amount</u>
Safeway	Gift Card	\$ 1,300
Mandela Marketplace	Gift Card	\$ 450
Shorron Levy	Incentive Items for Providers	\$ 3,000
Pinnacle	Incentive Items for Providers	\$ 3,000
To be determined	Nutrition Education Reinforcement Items for Clients	\$ 20,000
		\$ 27,750

As a result of the policy adopted by your Board limiting expenditures for these specific types of items, this request is being made as an exception to that policy, per your Board's approval.

FINANCING:

The funding for this grant is included in the FY 2009-10 Adopted Budget; there is no impact on net County cost.

Very truly yours,



Alex K. Briscoe, Acting Director
Health Care Services Agency

AKB:am

cc: County Counsel
Auditor-Controller

STANDARD AGREEMENT AMENDMENT

STD 213A_CDPH (12/08)

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



Agreement Number 08-85409	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
Alameda County Health Care Services Agency, WIC Program | (Also referred to as Contractor) |
2. The term of this October 1, 2008 through September 30, 2011
Agreement is:
3. The maximum amount of this \$ 12,104,000
Agreement after this amendment is: Twelve Million One Hundred Four 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:** March 1, 2009
 - II. **Purpose of amendment:** This amendment reflects an increase in the maximum amount resulting from a change in available program funding and alters applicable contract provisions affected by the funding change.
 - 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. Provision 3 (maximum amount) on the face of the original Standard Agreement (STD 213) is increased by **\$340,000** and is amended to read: ~~\$11,764,000 (Eleven Million Seven Hundred Sixty Four Thousand Dollars)~~ **\$12,104,000 (Twelve Million One Hundred Four 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.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Alameda County Health Care Services Agency, WIC Program		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Alice Lai-Bitker, President, Alameda County Board of Supervisors		
Address RICHARD E. WINNIE, County Counsel		
3600 Telegraph Avenue		
Oakland, CA 94609		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Sandra Winters, Chief, Contracts and Purchasing Services Section		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		
		<input checked="" type="checkbox"/> Exempt per: 99.7KA1

- V. Paragraph 4 (incorporated exhibits) on the face of the original Standard Agreement (STD 213) is amended to add the following revised budget exhibits:

Exhibit B, Attachment I A1 – Budget (Year 1)

1 page

All references to Exhibit B, Attachment I in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I A1 which is replaced in its entirety by the attached revised budget exhibit.

- VI. Provision 4 entitled, Amounts Payable of Exhibit B entitled “Budget Detail and Payment Provisions” is amended to read:

4. Amounts Payable

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

- 1) ~~\$3,344,000~~ **\$3,684,000** for the budget period of 10/01/08 through 09/30/09.
- 2) \$3,907,000 for the budget period of 10/01/09 through 09/30/10.
- 3) \$4,513,000 for the budget period of 10/01/10 through 09/30/11.

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.

C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement. These documents must be retained for three years following the final payment under this Agreement. The State may periodically request documentation for expenditures to verify that the cost is allowable and necessary.

- VII. All other terms and conditions shall remain the same.

**Exhibit B, Attachment I A1
Budget
Year 1
10/01/08 through 09/30/09**

<u>Budget Line-Item</u>	<u>Current Total</u>	<u>This Amendment</u>	<u>Revised Total</u>
1. Personnel*	\$ <u>3,100,000</u>	\$ <u>30,000</u>	<u>3,130,000</u>
2. Operating Expenses	\$ <u>155,000</u>	\$ <u>250,000</u>	\$ <u>405,000</u>
3. Capital Expenditures	\$ <u>25,000</u>	\$ <u>(16,000)</u>	\$ <u>9,000</u>
4. Other Costs	\$ <u>-</u>	\$ <u></u>	\$ <u></u>
5. Indirect Costs **	\$ <u>64,000</u>	\$ <u>76,000</u>	\$ <u>140,000</u>
Total Per Column	\$ <u>3,344,000</u>	\$ <u>340,000</u>	\$ <u>3,684,000</u>

*Revised Total" of Salaries & Wages	\$	<u>2,180,000</u>
"Revised Total" of Fringe Benefits	\$	<u>950,000</u>
The total of these two lines must equal the "Revised Total" for the "Personnel" line item.		

** Maximum 10% of "Total Salaries & Wages", excluding "Total Fringe Benefits".

Do not round up when determining "Indirect Costs" amount.