

COUNTY OF MONTEREY

AMENDMENT #1 TO AGREEMENT #A-14410

SOLEDAD UNIFIED SCHOOL DISTRICT

---

**THIS AMENDMENT** is made and entered into by and between the County of Monterey Department of Social Services (hereafter "COUNTY"), and Soledad Unified School District (hereafter "CONTRACTOR").

**WHEREAS**, This Amendment modifies the agreement for the provision of High School Equivalency exam preparation classes to CalWORKs customers between the parties executed on July 1, 2019 (hereinafter "Original Agreement").

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the Original Agreement by adding \$77,886 to the original contract amount of \$107,420 for a revised total of \$185,306 with no change to the term of July 1, 2019 through June 30, 2021.

**NOW THEREFORE**, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1**, in conformity with the terms of this Agreement. The goods and services are generally described as follows: Provide High School Equivalency (HSE) Exam Preparation classes to individuals referred by CalWORKs. Employment Services (CWES).

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to the CONTRACTOR under this Agreement shall not exceed the sum of \$185,306.

3. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

**Exhibit A-1: Scope of Services/Payment Provisions**

Exhibit B: Budget FY 2019-2020

**Exhibit B-1: Budget FY 2020-2021**

Exhibit C: Sample Invoice

**Exhibit D-1: Data Reporting Spreadsheet**

**Exhibit E-1: Monthly Summary Report**

Exhibit F: DSS Additional Provisions

Exhibit G: Child Abuse Certification

Exhibit H: Elder Abuse & Neglect Reporting

Exhibit I: Lobbying Certification

Exhibit J: Audit Requirements

Exhibit J-1: Schedule of County Program

Exhibit K: HIPAA Certification

COUNTY OF MONTEREY

AMENDMENT #1 TO AGREEMENT #A-14410

SOLEDAD UNIFIED SCHOOL DISTRICT

---

4. Sections 1.03, and 2.01 of Exhibit F of the Original Agreement are amended to read as follows:

1.03 **Allowable Costs:** Allowable Costs shall be the CONTRACTOR's actual costs of developing, supervising, and delivering the services under this Agreement as set forth in the budget, attached hereto as Exhibits B and **B-1**. Only the costs listed in Exhibits B and **B-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F; and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

2.01 **Outcome Objectives and Performance Standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit A-1**. CONTRACTOR shall meet the contracted level, of services and the specified performance standards described in **Exhibit A-1** unless prevented from doing so by circumstances beyond the CONTRACTOR's control, including but not limited to: natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits A, D, and E of the Original Agreement are hereby rescinded, and replaced by **Exhibits A-1, D-1, and E-1**. **Exhibit B-1** is hereby added to the Original Agreement.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements, and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

**AMENDMENT #1 TO AGREEMENT #A-14410**

**SOLEDAD UNIFIED SCHOOL DISTRICT**

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_  
Lori A. Medina  
Director, DSS

Date: \_\_\_\_\_

**CONTRACTOR:**

Soledad Unified School District

By: \_\_\_\_\_  
DocuSigned by:  
*[Signature]*  
(Chair, President, Vice-President)

\_\_\_\_\_  
(Print Name & Title)

Date: 10/14/2020 | 11:22 AM PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Tim Vandi, Superintendent*  
D5276AE64B66408...  
(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: 10/14/2020 | 11:41 AM PDT

**Approved as to Form:**

DocuSigned by:  
*Anne Breerton, County Counsel*  
\_\_\_\_\_  
Deputy County Counsel  
07229F3AC38544...  
10/14/2020 | 2:07 PM PDT

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions:**

DocuSigned by:  
*Gary Giboney*  
\_\_\_\_\_  
Auditor-Controller's Office  
D9834BFEC1D8449...  
10/14/2020 | 2:12 PM PDT

Date: \_\_\_\_\_

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES  
and  
Soledad Unified School District  
*July 1, 2019– June 30, 2021*

Scope of Services/Payment Provisions

**A. CONTACTS**

Contract Administrators:

Monterey County Department of Social Services	Soledad Unified School District Soledad Adult School
County Contract Manager: Debra McAlahney-Dodson Senior Management Analyst CalWORKs Employment Services 730 La Guardia Street Salinas, CA 93905 831-796-3398 <a href="mailto:mcalahneyd@co.monterey.ca.us">mcalahneyd@co.monterey.ca.us</a>	Contract Manager: Jeff Lopez Principal Soledad Adult School 690 Main Street Soledad, CA 93960 831-678-6300 <a href="mailto:jlopez@soledad.k12.ca.us">jlopez@soledad.k12.ca.us</a>
Fiscal Contact: Melissa Mairose Finance Manager II Department of Social Services 1000 South Main Street, Suite 306 Salinas, CA 93901 831-755-4433 <a href="mailto:mairosema@co.monterey.ca.us">mairosema@co.monterey.ca.us</a>	Fiscal Contact: Aimee Beleu Accountant Soledad Unified School District 1261 Metz Road Soledad, CA 93960 (831) 678-3950 x 103 <a href="mailto:abeleu@soledad.k12.ca.us">abeleu@soledad.k12.ca.us</a>

**B. PURPOSE**

The purpose of this Agreement is to provide High School Equivalency (HSE) Exam Preparation funding to Soledad Unified School District (SUSD), hereinafter referred to as CONTRACTOR. CONTRACTOR is to provide HSE exam preparation classes to CalWORKs customers at the Salinas One-Stop Career Center referred to CONTRACTOR by Monterey County Department of Social Services (MCDSS) CalWORKs Employment Services (CWES), herein referred to as COUNTY.

**C. PROGRAM DESIGN**

CONTRACTOR shall provide HSE Exam Preparation classes to individuals referred by COUNTY at the One-Stop Career Center in Salinas. This HSE program is filling the identified services gap for the low-income population, as indicated in the Community Action Plan 2011-2013 due to the severe loss of State funding to the Salinas Adult School for HSE classes.

1. HSE classes shall be offered at the Salinas City One-Stop Career Center for six (6) hours per day, in two (2) three-hour segments.

- a. In Salinas, from 8:45 am-11:45 am and 12:45 pm to 3:45 pm
  - b. Four (4) hours of flexible classroom preparation time each week before or after posted classroom schedule.
2. Target Population is all eligible CalWORKs customers who have not obtained a high school diploma.
  3. The targeted number of yearly enrolled customers: 120 (*10 customers per month for 12 months*).
  4. A monthly attendance rate of enrolled customers: 10 customers
  5. Performance Goals:
    - a. 40% of enrolled and attending CalWORKs customers will pass three (3) of the five (5) HSE subject areas.
    - b. 25% of enrolled and attending CalWORKs customers will earn their HSE certificate/diploma.

#### **D. CONTRACTOR RESPONSIBILITIES**

##### 1. Administration

CONTRACTOR shall:

- a. Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.
- b. Monitor the program through established processes and in compliance with applicable city, county, state, and federal regulations.
- c. Submit monthly reimbursement claims to the COUNTY, no later than the 10<sup>th</sup> day of the month following the invoice month by completing the monthly invoice (**EXHIBIT C**).
- d. Schedule and attend regular bi-monthly meetings during the term of this Agreement with essential CONTRACTOR and COUNTY staff. The meetings are used to review the status of the program, including the number and progress of serviced customers, challenges and opportunities for improvement, and remaining services to be rendered. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this Agreement.
- e. Respond to and resolve deficiencies in meeting the service requirements in this Agreement within two (2) business days of the deficiency being identified or reported by the COUNTY Contract Manager. The resolution and response shall be captured in written communication.
- f. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this Agreement.
- g. Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing

vacancies related to sickness, absence, or staffing changes. Ensure same day arrangements are made for a qualified substitute teacher upon notification of the teacher's absence.

- h. Conduct quarterly in-classroom assessment of the HSE instructor's performance to ensure that the instructor is knowledgeable of, and effective in, teaching the HSE curriculum.
- i. Participate in an annual meeting of COUNTY service providers convened by COUNTY that includes all COUNTY contractors.

#### 10. Distance/Online Learning

The CONTRACTOR shall ensure services are provided safely using a variety of methods which includes using virtual, online, and online learning platforms:

- a. In light of the new environment and restrictions surrounding the shelter in place measures and thereafter, ensure services are continued and provided to CalWORKs customers safely, including services provided by phone or virtual/online platforms (i.e., Zoom, Skype, GoToMeeting, etc.) where the technology is available.
- b. Due to COVID-19, when the shelter in place is lifted to continue the safety outlined by the State of California and Monterey County for CalWORKs customers and CONTRACTOR staff and CalWORKs customers to stay home.

#### 11. Tracking and Reporting

CONTRACTOR shall:

- a. Accept COUNTY customer enrollments within two (2) business days.
- b. Enter the customer information into the service provider's data report spreadsheet (**EXHIBIT D-1**).
- c. Maintain an ongoing and accurate service provider's HSE Monthly Attendance, Test, and Incentive Report spreadsheet that includes Customer Last Name, Customer First Name, Case Number, CWES Case Manager, Date Started, Last Date attended within a Month, Incentives Eligible, Language Arts-Reading, Language Art – Writing, Mathematics, Science, Social Studies, Date Completed HSE Certificate.
- d. Complete the HSE Monthly Summary Report to the County no later than the 10<sup>th</sup> of the month following the service month.
- e. Provide a current electronic copy of the service provider's data report spreadsheet to the COUNTY Contract Manager monthly with regular invoicing using secure email. In addition, provide a current electronic copy of the service provider's data report spreadsheet via secure email within two (2) days of receiving a request from COUNTY.

## 12. Teacher Responsibilities

## CONTRACTOR shall:

- a. Ensure the proper curriculum is in place to support each customer's progression toward passing Hi-SET testing.
- b. Accept new customer enrollments on a daily basis. Conduct a "warm hand-off" with each customer's CWES Case Manager (CCM) prior to enrollment.
- c. Assess each customer's ability and readiness to test monthly. Inform the assigned CCM when the customer is assessed test ready.
- d. Relay ongoing and continuous customer information via email, phone, or Zoom to CCMs.
- e. Administer and evaluate pre/post-diagnostic testing to determine the subject area proficiency of each customer.
- f. Provide group and individual instruction in a physical or virtual modality to customers to prepare them for successful completion of HSE examinations.
- g. Identify customers that may have a potential learning disability and inform the customer's CCM that a learning disability screening may benefit the customer.
- h. Work in coordination with the Academic Advancement Coaches to assist the tutoring needs of attending customers.
- i. Assign appropriate homework and classwork to ensure each customer can meet their minimum HSE participation requirements.
- j. Report planned absences as soon as possible to the school Principal to arrange for a qualified substitute and notify the County Contract Manager.
- k. Report un-planned absences as soon as possible to the CONTRACTOR (Soledad Adult School Principal) and notify the County Contract Manager. If possible, every attempt is made to prepare/assign homework for participating customers that would allow them to meet their participation requirements for that day.
- l. Participate in group meetings as requested, which may include either combination of the COUNTY, customer, CONTRACTOR, CCM, and/or COUNTY Contract Manager.
- m. Complete and email the Monthly HSE Summary Report (**EXHIBIT E-1**) to the COUNTY Contract Manager via secure email no later than the 10<sup>th</sup> of the month following the service month.
- n. Close CONTRACTOR services by reporting to the CCM or COUNTY Contract Manager via secure electronic mail. Record the service closure on the service provider's data report spreadsheet (**EXHIBIT D-1**) indicating the service end date.
- o. CONTRACTOR identifies and notifies the CCM when a customer is eligible for an HSE Customer Incentive based on 1) a customer completing each individual HSE test, \$20, and 2) \$150 when the customer has completed their HSE.

- p. CONTRACTOR tracks when a customer becomes eligible for an incentive on the HSE Monthly Attendance, Test, and Incentive Report (**EXHIBIT D-1**).
- q. Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
- r. Report to the customer's CCM using secure electronic mail whenever a referred customer misses a class, when a customer is not meeting classroom expectations, or when the customer's services are required to be interrupted and/or discontinued.

**E. COUNTY RESPONSIBILITIES**

COUNTY shall:

1. Review monthly invoices and reports submitted by CONTRACTOR and forward to the COUNTY Administrative Services Branch for payment.
2. Identify and refer CalWORKs customers to attend CONTRACTOR HSE classes at the Salinas One-Stop Career Centers.
3. Communicate at a minimum within two (2) working days to:
  - a. Respond to any inquiries from CONTRACTOR regarding customer enrollment.
  - b. Share any changes in customer status or circumstances that impact CONTRACTOR services.
  - c. Be available for bi-monthly meetings and as needed with CONTRACTOR and/or customers.

**F. PAYMENT PROVISIONS:**

1. CONTRACTOR shall provide to the COUNTY Contract Manager:
  - a. Updated, accurate, and complete service provider data reports (**EXHIBIT D-1 & EXHIBIT E-1**) no later than 10<sup>th</sup> day of each month. Claims for payment cannot be processed until the monthly report has been received and approved.
  - b. Completed monthly invoice, (**EXHIBIT C**), no later than the 10<sup>th</sup> day of the month following the month of service.
    - i. The invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
    - ii. COUNTY Contract Manager shall review and forward the approved invoice to the COUNTY Administrative Services Branch.
  - c. COUNTY Fiscal staff will meet with CONTRACTOR and Program Managers quarterly to monitor budget status.
2. The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred eighty-five thousand three hundred and six dollars (\$185,306)**.



**Monterey County Dept of Social Services - CalWORKS Employment Services  
 Soledad Unified School District  
 High School Equivalency (HSE) Exam Preparation Classes  
 FY 19-21 BUDGET**

EXHIBIT B

CODE	CATEGORY	EXPLANATION	Instructor	Daily Hrs	Days	Possible Billable Hours	Rate	Total
110000	Teachers Salaries	Salary and Benefits: 1 instructor @ 6.8 hrs/day*250 days*\$42/hour = \$71,400 (Total Salary). Taxes/STRS \$71400 * 20.54% = \$14,666 Health Benefits \$11,271 estimate	Salinas OSCC	6.8	250.0	1,700.00	\$ 42.00	\$ 71,400.00
300000	Employee Benefits							\$ 25,937
430000	Instructional Supplies							\$ 2,900
735000	Indirect Cost (Maximum 8%)							\$ 7,183
<b>TOTAL</b>								<b>\$107,420</b>
			Total					\$ 71,400.00
								\$ 25,937
								\$ 97,337

Funding Source: CalWORKS Single Allocation - FY 2019-2021

I hereby certify that this budget is correct and complete to the best of my knowledge.

Person completing form:

Phone #:

Date:

Approved by:

*1st Debra S. McAloney-Darson, Senior Mgmt Analyst*  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Monterey County Dept of Social Services - CalWORKs Employment Services  
 Soledad Unified School District  
 High School Equivalency (HSE) Exam Preparation Classes  
 FY 20-21 BUDGET

EXHIBIT B-1 20-21

CODE	CATEGORY		EXPLANATION	Instructor	Daily Hrs	Days	Possible Billable Hours	Rate	Total
110000	Teachers Salaries	\$ 68,000	Salary and Benefits: 1 Instructor @ 6.8 hrs/day*250 days*\$40/hour = \$68,000 (Total Salary).	Salinas OSCC	6.8	250.0	1,700.00	\$ 40.00	\$ 68,000.00
300000	Employee Benefits	\$ 26,029	Taxes/ STRS \$68,000 * 21.76% = \$14,795 Health Benefits \$11,232 estimate						
430000	Instructional Supplies	\$ 2,900	estimated						\$ 2,900.00
735000	Indirect Cost (Maximum 8%)	\$ 6,798	estimated at 7.23%						\$ 6,798.00
<b>TOTAL</b>		<b>\$ 103,727</b>							<b>\$ 94,028.80</b>

Funding Source: CalWORKs Single Allocation - FY 2021-2022

I hereby certify that this budget is correct and complete to the best of my knowledge.

Person completing form: \_\_\_\_\_ Date \_\_\_\_\_ Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_











WORKING TOGETHER FOR OUR COMMUNITY

EXHIBIT E-1

To: Debra S McAlahney, MAIII CALWORKs Employment Services - Salinas  
From: Scott Janes

Date:

Subject: Monthly HSE Summary Report

Report Month: July 2020

Enrollments	
Number of Newly Enrolled <b>CalWORKs</b> customers for the Month	
Number of Newly Enrolled <b>non-CalWORKs</b> customers for the Month <i>These are individuals are from the community at large.</i>	
Number of Enrolled <b>CalWORKs</b> customers overall for the Month	
Number of Enrolled <b>non-CalWORKs</b> customers overall for the Month	
Number of <b>CalWORKs</b> customers dropped for the Month	
Number of <b>non-CalWORKs</b> customers dropped overall for the Month	
HSE Tests Authorized/Passed - CalWORKs only	
Number of HSE Tests <b>Authorized</b> for customers <i>Customers who are assessed test ready, customers does not necessarily have to agree</i>	
Number of Tests authorized/scheduled during the month.	
Number of HSE Tests <b>Passed</b> by CalWORKs customers	
HSE Tests Authorized/Passed - CalWORKs only	
Number of HSE Tests <b>Authorized</b> for customers <i>Customers who are assessed test ready, customers does not necessarily have to agree</i>	
Number of HSE Tests authorized/scheduled during the month.	
Number of HSE Tests <b>Passed</b> by CalWORKs customers	
Obtained HSE Certificates / Graduated	
Number of <b>CalWORKs</b> customers obtaining HSE certificate	
Number of Enrolled <b>non-CalWORKs</b> customers <i>These are individuals are from the community at large.</i>	
COMMENTS:	

Please submit to Debra McAlahney-Dodson @ [mcalahneyd@co.monterey.ca.us](mailto:mcalahneyd@co.monterey.ca.us) by the 5<sup>th</sup> working day of each month.

**ORIGINAL**

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Soledad Unified School District  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
Provide High School Equivalency (HSE) Exam Preparation classes to individuals referred by CalWORKs Employment Services (CWES).

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 107,420.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
**Exhibit A Scope of Services/Payment Provisions**  
See Page 10(a) - List of Exhibits

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

**8.0 INDEMNIFICATION.**

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

**9.0 INSURANCE REQUIREMENTS.**

- 9.01 Evidence of Coverage:  
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 Qualifying Insurers:  
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to



the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Debra McAlahney-Dodson - Senior Management Analyst	Jeff Lopez - Principal
Name and Title 730 La Guardia Street Salinas, CA 93905	Name and Title 600 Main Street Soledad, CA 93960
Address	Address
831-796-3398	831-678-6300
Phone	Phone