

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT # 1 to AGREEMENT # 886

Soledad Unified School District

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

This Amendment modifies the agreement for General Education Development [GED] classes for CalWORKs customers between the parties executed on February 27, 2013, (hereinafter, "Original Agreement ") **by decreasing CSBG funding by \$30,822 and adding CalWORKs Single Allocation funding in the amount of \$157,221 to expand GED classes currently located in King City, and to create GED classes at the Salinas One-Stop Career Center, increasing the total contract amount to \$157,221.** Therefore, the parties agree:

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

1. **GENERAL DESCRIPTION:** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: **Provide General Education Development [GED] classes for CalWORKs customers in King City and Salinas.**

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

2. **PAYMENT PROVISIONS:** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, 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 **\$157,221.**

3. Section 3 of the Original Agreement is amended to read as follows:

3. **TERM OF AGREEMENT.** The term of this Agreement is from **January 1, 2013 to June 30, 2014**, 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.

4. Section 4 of the Original Agreement is amended to read as follows:

4. **ADDITIONAL PROVISIONS / EXHIBITS:** The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit A-1	Reporting Requirements
Exhibit A-2	Data-Client Report
Exhibit B	DSES Additional Provisions
Exhibit CC	Budget
Exhibit DD	Invoice
Exhibit E	Elder Abuse Reporting Requirements
Exhibit F	Child Abuse Reporting Requirements
Exhibit G	Lobbying Certification
Exhibit H	HIPAA Agreement
Exhibit I	Audit Requirements

5. Sections 1.01, 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly Claims by CONTRACTOR: Not later than the tenth (10th) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit DD**.

1.02 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 **Exhibit CC**. Only the costs listed in **Exhibit CC** 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 AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

6. Exhibits A, C, and D of the Original Agreement are rescinded, and replaced by Exhibits AA, CC and DD, attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

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

COUNTY OF MONTEREY:

CONTRACTOR:

Soledad Unified School District

By: _____
Elliott Robinson, DSS Director

By: _____
(Chair, President, Vice-President)

Date: _____

Jorge Z. Guzman,
(Print Name & Title) *Interim - Supt.*

Date: _____

Approved as to Form:

By: _____
(Secretary, CFO, Treasurer)

J. Michael Hogan
Senior Deputy County Counsel

Holly Scudder, CBO
(Print Name and Title)

Date: 05-29-2013

Date: 5/16/13

Approved as to Fiscal Provisions:

Auditor-Controller's Office

Date: 5/29/13

SCOPE OF SERVICES

SOLEDAD UNIFIED SCHOOL DISTRICT

- A. **CalWORKs – January 1 through June 30, 2013** \$ 35,221
CalWORKs – July 1, 2013 through June 30, 2014 \$122,000
Total CalWORKs Funding **\$157,221**
- B. Contract Term: January 1, 2013 to **June 30, 2014**
- C. County Contact and **Contract Monitor:** **Thomas De La Cruz, Management Analyst**
Monterey County Department of Social Services
CalWORKs Employment Services
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 796-3391 Fax: (831) 755-8487
delacruz@co.monterey.ca.us
- D. Agency Information
1. Administrative Office: Soledad Unified School District
Denise Estrella, Director
690 Main Street
Soledad, CA 93960
(831) 678-6300 Fax (831) 678-0162
destrella@soledad.k12.ca.us
2. Location of Services: One-Stop Career Center
200 Broadway, Suite 62; King City, CA 93930
(831) 386-6801 Fax: (831) 386-6800
Hours of Operation:
Monday through Friday; 9:30 a.m. to 4:00 p.m.
- One-Stop Career Center
730 La Guardia Street, Salinas, CA 93901
(831) 755-4452 Fax: (831) 755-8487
Hours of Operation:
Monday through Friday: 9:00 a.m. to 3:30 p.m.
3. Contact Person: Denise Estrella, Director
Soledad Unified School District
1261 Metz Road
Soledad, CA 93960
(831) 678-6300 Fax (831) 678-0162
destrella@soledad.k12.ca.us

SCOPE OF SERVICES

E. Description of Services

Soledad Unified School District funding for services in South County:

CalWORKs Single Allocation \$157,221

As a member of the South County Collaborative, Contractor shall work closely with Central Coast HIV/AIDS Services, Conflict Resolution and Mediation Center, Housing Resource Center, and the YWCA to meet the needs of the low-income people in South County. Contractor shall participate in routinely scheduled South County Collaborative meetings. Agencies in the South County Collaborative shall work together to refer families and individuals to the appropriate services to meet their needs.

Contractor is encouraged to invite other agencies who provide services to the South County region low income population, but who are not funded through the CAP collaborative, to the collaborative meetings. This activity will increase the collaborative membership and networking capabilities, and provide for better wrap-around services to the area's low income population.

Contractor shall provide General Education Development (GED) classes to individuals referred by CalWORKs Employment Services at the One-Stop Career Center in King City. This GED program will be filling the services gap identified for the low-income population as indicated in the Community Action Plan 2011-2013.

Contractor shall also provide General Education Development (GED) classes to individuals referred by CalWORKs Employment Services at the One-Stop Career Center in Salinas beginning May 1, 2013. This GED program will be filling the services gap identified for the low-income population as created by the severe loss of State funding to the Salinas Adult School for GED classes.

F. Reporting and Invoicing

1. Reporting Instructions and Submission

Contractor shall achieve the goals as stated in the National Performance Indicators Report, attached as Exhibit A-1.

Contractor will report semi-annually using two (2) California State Forms: the National Performance Indicators Report CSD-801 (Rev.11/11), Exhibit A-1, and the Programmatic Data-Client Characteristic Report CSD 295-CCR (Rev.2011), Exhibit A-2.

SCOPE OF SERVICES

Both the CSD-801 (Rev.11/11) and the CSD 295-CCR (Rev.2011) will be due on:

- July 10, 2013 (for the period January 1 to June 30, 2013)
- January 10, 2014 (for the cumulative period January 1 to December 31, 2013)

Submit all reports to Margarita Zarraga via e-mail at zarragam@co.monterey.ca.us

2. Invoicing Instructions and Submission

Invoicing shall be submitted against the total contract dollar amount and be tracked separately by funding source (i.e. CalWORKS, CSBG, HF, etc).

Contractor shall submit signed invoices with supportive documentation to the County setting forth the amount claimed by the 10th day of the month following the month in which services were performed commencing January 2013 with the final invoice due no later than **July 10, 2014**. Contractor acknowledges that all funding under this Agreement will be provided with CalWORKs Single Allocation funding.

The Invoice shall be submitted on the form set forth in **Exhibit DD**.

All Invoices shall be mailed to:

Thomas De La Cruz
CalWORKs Employment Services
730 La Guardia Street, Room 205
Salinas, CA 93905-3354

The maximum amount payable by County to Contractor under this Agreement **for the period January 1, 2013 through June 30, 2013** shall not exceed **thirty-five thousand, two hundred and twenty-one dollars (\$35,221)**.

The maximum amount payable by County to Contractor under this Agreement **for the period July 1, 2013 through June 30, 2014** shall not exceed **one hundred twenty-two thousand dollars (\$122,000)**.

Per Exhibit B, Section VI. of this Agreement, funding under this Agreement is contingent on State and Federal Funding.

Community Action Partnership

Soledad Unified School District

2013-2014 BUDGET

CODE	CATEGORY		EXPLANATION
110000	Teachers Salaries	\$ 130,200.00	
300000	Employee Benefits	\$ 18,228.00	benefits calculated using 2012-2013 spreadsheet
430000	Instructional Supplies	\$ 1,363.00	
735000	Indirect Cost (Maximum 8%)	\$ 7,430.00	
TOTAL		\$157,221.00	

CalWORKs Single Allocation - FY 2012-2013	\$ 35,221.00	January - June 2013
CalWORKs Single Allocation - FY 2013-2014	\$ 122,000.00	July 2013 through June 2014
	\$ 157,221.00	

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

Person completing form:

Denise M. Estrella

Phone #:

(831) 678-6300

Date: May 6, 2013

Soledad Unified School District
 CalWORKs / Community Action Partnership Invoice
 TERM: January 1, 2013 through June 30, 2014

Invoice Month: [REDACTED] **2013**

Expense Category	Total Budget	CSBG / CWES	Total Monthly Expenses	Year To Date Expenses	Balance Remaining
Salaries	\$ 130,200.00	[REDACTED]	\$ -	\$ -	\$ 130,200.00
Employee Benefits	\$ 18,228.00		\$ -	\$ -	\$ 18,228.00
Instructional Supplies	\$ 1,363.00		\$ -	\$ -	\$ 1,363.00
Indirect Cost	\$ 7,430.00		\$ -	\$ -	\$ 7,430.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total	\$ 157,221.00		\$ -	\$ -	\$ 157,221.00

Total Budget	[REDACTED]	\$ 157,221.00	[REDACTED]	[REDACTED]	[REDACTED]
Year To Date	[REDACTED]	\$ -	[REDACTED]	[REDACTED]	[REDACTED]
Balance Remaining	[REDACTED]	\$ 157,221.00	[REDACTED]	[REDACTED]	[REDACTED]

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

[REDACTED] [REDACTED] [REDACTED]
 Person Completing Invoice Title Phone #

 Authorizing Signature / Date

 Monterey County Authorized Signature / Date

Remit To:
 Soledad Unified School District
 690 Main Street, Soledad, CA 93960