

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT #1 to PSA # 852

United Way Monterey County

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 United Way Monterey County (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement to develop and monitor volunteer community service opportunities for CalWORKs customers between the parties executed on May 24, 2012, (hereinafter, "Original Agreement ") by adding \$15,381 to cover actual costs of providing the service through June 30, 2013, increasing the total contract amount to \$112,450. Therefore, the parties agree:

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

1. SERVICES TO BE PROVIDED: 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 development and monitoring of volunteer community service opportunities for CalWORKs customers.

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

2. PAYMENTS BY COUNTY: 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 \$112,450.

3. 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 B | DSES Additional Provisions |
| Exhibit CC | Program Budget |
| Exhibit D | Invoice |
| Exhibit E | Monthly Statistical Report and Narrative |
| Exhibit F | Monthly Customer Data Base Report |
| Exhibit G | WEX/CS PU |
| Exhibit H | WEX/CSP 1 – Community Service Referral |
| Exhibit I | Authorization for Release of Information |

| | |
|-----------|-------------------------------------|
| Exhibit J | Child Abuse Reporting Certification |
| Exhibit K | Elder Abuse Reporting Certification |
| Exhibit L | HIPAA Business Associate Agreement |
| Exhibit M | Lobbying Certification |
| Exhibit N | Audit Requirements |

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

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.

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 Exhibits A and C of the Original Agreement are rescinded, and replaced by Exhibits AA and CC, attached.

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

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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:

By: _____
Elliott Robinson
Director, DSS

United Way Monterey County
By: Joseph H. Woods
(Chair, President, Vice-President)

Date: _____

MARY L. ADAMS, President + CEO
(Print name and title)

Date: 5-13-2013

Approved as to Form:

By: Sharon Lagana
(Secretary, CFO, Treasurer)

J. Michael Morgan
Senior Deputy County Counsel

SHARON LAGANA CFO
(Print name and title)

Date: 05/29/2013

Date: 5/13/13

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 5-29-13

SCOPE OF SERVICES / PAYMENT PROVISIONS**UNITED WAY of MONTEREY COUNTY**
CalWORKs Employment Services – Community Service Program*July 1, 2012 through June 30, 2013***I. CONTRACTOR INFORMATION**

Contractor Name: United Way Monterey County
Mailing Address: 60 Garden Court, Suite 350
Monterey, CA 93940

Contact Person: Yuri Anderson, Community Impact Director
Agency Telephone: (831) 372-8026, ext. 106 / Agency FAX: (831) 372-4945
Agency e-mail: yanderson@unitedwaymcca.org

Site Name: United Way Volunteer Center
Site Mailing Address: 376 Main Street
Salinas, CA 93901

II. COUNTY CONTRACT MANAGER

County Contract: Marcie Castro, Management Analyst III
Manager: Department of Social and Employment Services
Address: 730 La Guardia Street
Salinas, CA 93905

Telephone: (831) 796-3398
FAX: (831) 796-3321
E-Mail: castrom@co.monterey.ca.us

III. DESCRIPTION OF COUNTY-FUNDED SERVICES

CONTRACTOR shall work collaboratively with COUNTY to make volunteer community service opportunities available to CalWORKs customers who need additional employment experiences to successfully compete for unsubsidized employment in the public and private sectors. The goal of the program is to enhance and develop participants' employment skills and for the participant to obtain unsubsidized employment.

COUNTY staff will refer customers to the United Way Volunteer Center. Prior to referral, customers will have participated in employment readiness and job search activities and may have education or training that provides them with specific employment skills. Some customers will be unemployed. Others will be employed less than full time or need to gain experience in order to advance in employment or to make an employment change. COUNTY staff will work closely with United Way Volunteer

Center staff to ensure that supportive services are available to community service participants, including subsidized child care and transportation, evaluation and treatment of learning disabilities, substance abuse, mental health or domestic violence issues, and assistance with items needed for employment or volunteer service such as, but not limited to, clothing, licenses, books, or tools.

IV. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

1. Develop Community Service sites and volunteer positions with not-for-profit organizations and public agencies in locations and of the type and quantity needed to serve CalWORKs customers referred by COUNTY;
2. Work with not-for-profit organizations and public agencies to develop volunteer positions in southern Monterey County when COUNTY refers sufficient individuals to keep one or more volunteer positions filled. Report on efforts and accomplishments as part of the Monthly Statistical Report and Narrative (Exhibit E) submitted to COUNTY;
3. Work with not-for-profit organizations and public agencies to develop volunteer positions that are suitable for customers who are monolingual in a language other than English or who have limited English proficiency and who are simultaneously enrolled in English as a Second Language (ESL) or High Intensity Language Training (H.I.L.T.) classes. Report on efforts and accomplishments to develop these sites as part of the Monthly Statistical Report and Narrative (Exhibit E) submitted to COUNTY;
4. Identify sites and volunteer positions for short-term, temporary assignments, and refer customers to these short-term, temporary placements while they are completing requirements, such as fingerprinting or training, for longer-term placements and during school breaks. These short-term placements are needed to maintain the urgency of being engaged in welfare-to-work activities at all times for the customer and for COUNTY work participation rate (WPR) compliance;
5. Refer CalWORKs customers to private nonprofit and public agency volunteer positions that will build on and expand the customer's existing skills with a goal of increasing their employability and earnings potential;
6. Serve as a liaison to all participating organizations and agencies;
7. Provide case management and assistance to CalWORKs participants in the Community Service Program to increase their success in volunteer work;
8. Work with customers, COUNTY, and site managers to address unsatisfactory participation;

9. Conduct intake interviews with CalWORKs customers at the United Way Volunteer Center office in Salinas, a minimum of one (1) day per month in King City, and a minimum of one (1) day per week at the Seaside One-Stop Career Center when there are sufficient referrals of Seaside customers. Other locations may be arranged on a case-by-case basis if needed;
10. Work with COUNTY during the development of a Welfare-To-Work Plan for customers, including participation in three-way meetings with COUNTY staff, the customer, and CONTRACTOR Volunteer Coordinators, when requested;
11. Provide bi-lingual (English-Spanish), bi-cultural services on an as-needed basis. At a minimum maintain the capacity to set appointments, conduct intake and provide case management in Spanish, either directly or through use of a translator;
12. Identify barriers to employment during the participant's assessment/intake process and during case management contacts and make recommendations about addressing the barriers to the appropriate COUNTY case manager;
13. Provide information and forms as provided by COUNTY to sites so that sites can make a first report of an on-the-job injury sustained by a CalWORKs customer to the CalWORKs Workers Compensation carrier. Require sites to inform CONTRACTOR of any injuries that occur. Inform the COUNTY Contract Manager of any injuries reported by sites and provide a copy of the first report and case number assigned by the Workers Compensation carrier to the COUNTY;
14. Submit a Monthly Report (Exhibit F) to COUNTY one time per month after the time sheets are received from sites so that hours worked in the previous month are reflected. The report is submitted with the monthly claim for payment by the 10th of each month;

In addition, if needed, the COUNTY may request an updated report at another time. When requested, this report shall be mailed no later than seven (7) business days following the receipt of a request;
15. Answer inquiries from a COUNTY case manager about the status of a customer within two (2) working days;
16. Contact sites within ten (10) calendar days of a customer being assigned to determine if the customer has reported to the site and is attending as scheduled;
17. CONTRACTOR will follow-up with sites monthly for updates on customers;

18. Customers not meeting required expectations after the first month will be evaluated for placement hold by CONTRACTOR after consultation with COUNTY;
19. Report failure of a customer to show for an intake appointment or a scheduled meeting with United Way Volunteer Center staff as scheduled to the COUNTY case manager using a WEX / CS PU (**Exhibit G**) within two (2) working days of discovery;
20. Customers not rescheduling the appointment within ten (10) calendar days will be placed on hold by CONTRACTOR;
21. Customers failing to attend scheduled appointments twice will be considered for non-compliance action after COUNTY receives notification from CONTRACTOR.
22. If a customer fails to report to a site as scheduled CONTRACTOR will attempt to contact the customer by telephone, mail, or in person at their work site a minimum of once within the next five (5) working days after discovery to determine the reason for missing the work assignment and take appropriate action as follows after discussing the situation with the customer:
 - Establish a new date with the customer to report to the volunteer site no later than one (1) week from the date of the contact and inform COUNTY of the new date;
 - If the customer appears to need an exemption from participation or has good cause for temporarily not participating, refer the customer to their COUNTY case manager and contact the COUNTY case manager with the information so that the case manager can document the situation and take appropriate action;
 - If it appears that customer needs assistance with child care, transportation or other supportive services in order to participate, refer them back to the COUNTY case manager for assistance and inform COUNTY of the reason the customer is not participating, and that they have been referred back to the COUNTY case manager for assistance;
 - If modification of the assignment or change to a different assignment appears desirable, work with the site manager and customer to reach agreement on next steps, and inform the COUNTY case manager of actions taken;
 - Take other actions as appropriate to resolve the lack of participation and inform COUNTY of the steps taken;
 - If unable to contact the customer within the five (5) working days, inform COUNTY and hold the case open for thirty (30) days from the last attempted contact date to see if the customer initiates contact or participation, or COUNTY asks you to close the case.

23. Case Management after placement: Contact each referred customer whose case is open at a minimum of once every three (3) months (quarterly) for a face-to-face or telephone conversation to assess how the assignment is working out, whether any changes are needed, what new skills are being learned, what else is needed to be able to become employed, whether the customer is ready to try Job Search again, and whether the customer needs any type of assistance to be more successful on the job. Document the contact and provide information obtained to the COUNTY case manager. Quarterly reviews may be waived for certain customers, if the COUNTY case manager agrees;
24. Volunteer Coordinator may visit customers at sites with the customer's and site's agreement being mindful to keep confidential the fact that a customer is receiving public assistance unless the customer has signed a release of information allowing disclosure of the information;
25. CONTRACTOR will notify the COUNTY when the caseload reaches 170 of 200 caseload capacity. COUNTY and CONTRACTOR will agree on actions for resolution.

V. COUNTY RESPONSIBILITIES

COUNTY shall:

- A. Submit the following information to the CONTRACTOR with each referral:
 1. A completed WEX / Community Service Referral (WEX / CSP 1) (Exhibit H);
 2. A copy of the customer's current Welfare-To-Work Plan or Activity Agreement, including the hours and days of the week that the customer will be engaged in Welfare-To-Work activities other than Community Service;
 3. The dates that the customer completed Job Readiness workshops and Job Search activities;
 4. A signed Authorization for Release of Information (ABCDM 228 UWVC-Rev. 5/10) (Exhibit I); and
 5. A statement of any identified barriers to employment, such as learning disabilities and/or health issues, and the accommodations in place or needed to address these.
- B. Provide CONTRACTOR promptly with change of status updates such as: increase or decrease in required community service hours, case closures, exemptions, temporary good cause, and other similar information using the WEX / CS Program Update form (WEX / CS PU) (Exhibit G).
- C. Respond to inquiries from CONTRACTOR about the status of a customer or requests for other information within five (5) working days;

- D. Provide necessary supportive services for customers to participate in Community Service activities.

VI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall provide written documentation, including electronic mail, using the Work Experience (WEX)/ Community Service (CS) Program form (Exhibit G) about the status of a referred customer promptly when contacted by COUNTY Employment and Training (CWES) staff.
- B. CONTRACTOR shall submit a Monthly Statistical Report and Narrative with the elements shown in Exhibit E, and a Monthly Customer Report with hours worked in the previous month with information shown in Exhibit F by the 10th of each month to the COUNTY Contract Manager with the Monthly Invoice (Exhibit D).
- C. CONTRACTOR and COUNTY shall use encryption or similar method when transmitting reports, forms or any personally identifiable information of customers via e-mail to ensure the integrity of confidential information as specified under law, including but not limited to Welfare and Institutions Code Section 10850.

VII. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6. PAYMENT CONDITIONS of this Agreement. CONTRACTOR shall submit a Monthly Invoice to COUNTY (Exhibit D) no later than the 10th day of each month for expenses incurred during the previous month. Payment will be based on the Program Budget (Exhibit C).

The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred twelve thousand, four hundred fifty dollars (\$112,450)**.

Employment Services – CalWORKs Community Service Program
 Contract Period: July 1, 2012 through June 30, 2013
 Name of Agency: United Way Monterey County

| CATEGORY | YEAR TO DATE INVOICED | Proposed Apr-13 Budget | Proposed May-13 Budget | Proposed Jun-13 Budget | Total Proposed Contract Budget | TOTAL APPROVED CONTRACT BUDGET | Variance (Approved vs. Proposed Budget) | Note |
|-----------------------------|-----------------------|------------------------|------------------------|------------------------|--------------------------------|--------------------------------|---|--|
| Personnel-Salaries | | | | | | | | |
| Volunteer Coordinator | 22,410.12 | 2,504.66 | 2,504.66 | 2,504.66 | 29,924.10 | \$ 29,908.00 | \$ 16.10 | |
| Volunteer Coordinator | 30,816.96 | 2,800.00 | 2,800.00 | 2,800.00 | 39,216.96 | \$ 24,890.00 | \$ 14,326.96 | |
| Manager of Volunteer Prgms | 2,406.78 | 267.42 | 267.42 | 267.38 | 3,209.00 | \$ 3,209.00 | \$ - | |
| Personnel Benefits | | | | | | | | |
| Life / Disability Insurance | 672.12 | 74.68 | 74.68 | 74.68 | 896.16 | \$ 789.00 | \$ 107.16 | |
| Workers' Compensation | 638.46 | 61.18 | 61.18 | 61.18 | 822.00 | \$ 847.00 | \$ (25.00) | to be reallocatd to Volunteer Coordinator F. Briones |
| Payroll Taxes | 4,899.12 | 544.35 | 544.35 | 544.35 | 6,532.17 | \$ 6,662.00 | \$ (129.83) | to be reallocatd to Volunteer Coordinator F. Briones |
| Medical Insurance | 6,637.88 | 615.64 | 615.64 | 585.64 | 8,454.80 | \$ 7,940.00 | \$ 514.80 | |
| Pension | 4,165.38 | 424.37 | 424.37 | 424.37 | 5,438.49 | \$ 5,801.00 | \$ (362.51) | to be reallocatd to Volunteer Coordinator F. Briones |
| Operating Expenses | | | | | | | | |
| Rent /Mortgage | 7,402.28 | 777.01 | 777.01 | 777.01 | 9,733.31 | \$ 9,081.00 | \$ 652.31 | |
| Technology License | 1,188.00 | | | 594.00 | 1,782.00 | \$ 1,868.00 | \$ (86.00) | to be reallocatd to Volunteer Coordinator F. Briones |
| Mileage | 782.46 | 98.00 | 98.00 | 98.00 | 1,076.46 | \$ 939.00 | \$ 137.46 | |
| Office Supplies | 880.40 | 42.50 | 42.50 | 42.50 | 1,007.90 | \$ 729.00 | \$ 278.90 | |
| Postage | - | | | | - | \$ 40.00 | \$ (40.00) | to be reallocatd to Volunteer Coordinator F. Briones |
| Printing | 32.80 | | | | 32.80 | \$ 250.00 | \$ (217.20) | to be reallocatd to Volunteer Coordinator F. Briones |
| Telephone | 664.10 | 74.00 | 74.00 | 74.00 | 886.10 | \$ 750.00 | \$ 136.10 | |
| Janitorial | 305.90 | 30.07 | 30.07 | 30.07 | 396.11 | \$ 400.00 | \$ (3.89) | to be reallocatd to Volunteer Coordinator F. Briones |
| Utilities | 549.20 | 69.00 | 69.00 | 69.00 | 756.20 | \$ 773.00 | \$ (16.80) | to be reallocatd to Volunteer Coordinator F. Briones |
| InfoTech Support | 1,812.09 | 158.00 | 158.00 | 157.35 | 2,285.44 | \$ 2,193.00 | \$ 92.44 | |
| TOTAL | \$ 86,264.05 | \$ 8,540.88 | \$ 8,540.88 | \$ 9,104.19 | 112,450.00 | \$ 97,069.00 | \$ 15,381.00 | |