

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 1 to AGREEMENT # A-12792

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 High School Equivalency (HSE) exam preparation between the parties executed on August 28, 2014, (hereinafter, "Original Agreement ") by **adding \$13,440 for staff preparation hours, increasing the total contract amount to \$260,610**. 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 AA** in conformity with the terms of this Agreement. The services are generally described as follows: Provide High School Equivalency (HSE) Exam Preparation classes to individuals referred by CalWORKs Employment Services.

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 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 **\$260,610**.

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 AA	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget (FY 2014/15)
Exhibit CC-2	Budget (FY 2015-16)
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Child Abuse Reporting Certification
Exhibit G	Elder Abuse Reporting Certification
Exhibit H	Lobbying Certification
Exhibit I	Audit Requirements
Exhibit J	Monitoring and Compliance Report

Exhibit K Monthly HSE Class Report
Exhibit L Monthly HSE Exam Testing Data Report

4. Sections 1.03 and 2.01 of Exhibit B 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 C-1 and CC-2**. Only the costs listed in **Exhibits C-1 and CC-2** 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-2** of the Original Agreement are rescinded, and replaced by Exhibits **AA and CC-2**, attached. **Exhibits J, K, and L** are added to the agreement, attached.

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.

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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.

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

COUNTY OF MONTEREY:

CONTRACTOR:

By: 
Elliott Robinson
Director, DSS


Soledad Unified School District
By: 
(Chair, President, Vice-President)

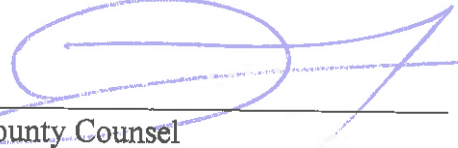
Date: 1/21/16

Marie Berlanga, President, Board of Trustees
(Print Name & Title)

Date: 11/12/2015

Approved as to Form:

By: 
(Secretary, CFO, Treasurer)

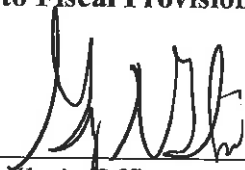

Deputy County Counsel

Dr. Rupi Boyd, Secretary of the Board of Trustees
(Print Name and Title)

Date: 1/15/16

Date: 11/12/2015

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 1-19-16

SCOPE OF SERVICES

SOLEDAD UNIFIED SCHOOL DISTRICT

- A. July 1, 2014 through June 30, 2015 \$123,585
 July 1, 2015 through June 30, 2016 **\$137,025**
Total CalWORKs Single Allocation Funding \$260,610
- B. Contract Term: July 1, 2014 to June 30, 2016
- 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
 1261 Metz Road
 Soledad, CA 93960
 (831) 678-3987 Fax (831) 678-2866
 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; 8:30 a.m. to 3:00 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: Jeff Lopez, Director/Principal
 Soledad Adult School / **Community Education Center**
 Soledad Unified School District
 690 Main Street
 Soledad, CA 93960
 (831) 678-6300 Fax (831) 678-0162
jlopez@soledad.k12.ca.us

SCOPE OF SERVICES

E. Description of Services

CalWORKs Single Allocation **\$260,610**

Contractor shall provide High School Equivalency (HSE) Exam Preparation [formerly known as General Education Development (GED)] classes to individuals referred by CalWORKs Employment Services (CWES) at the One-Stop Career Centers in Salinas and King City. This HSE program will be filling the identified services gap for the low-income population as indicated in the Community Action Plan 2011-2013 as created by the severe loss of State funding to the Salinas Adult School for HSE (GED) classes.

1. **HSE classes will be offered at the Salinas and King City One-Stop Career Centers for six (6) hours per day, in two (2) three hour segments.**
 - a. **In Salinas, from 9:00 am – Noon and 12:30 pm to 3:30 pm**
 - b. **In King City, from 8:30 am to 11:30 am and Noon to 3:00 pm**
2. **Customers will receive pre- and post-diagnostic tests to determine what subject areas need attention.**
3. **Customers will receive group and individual instruction to prepare them for successful passing of their official HSE exams.**
4. **The Soledad Unified School District shall provide a substitute teacher when either of the assigned HSE instructors is out on planned or unplanned leave [sickness, absence or staffing change] so there is no daily interruption of HSE class activities at the One-Stop Career Centers.**
5. **Soledad Unified School District shall conduct periodic in-classroom assessments of each assigned HSE instructor's performance to ensure that the instructor is knowledgeable of and effective in teaching the High School Equivalency curriculum.**
6. **The HSE instructor shall be in regular communication with the assigned CWES Case Manager regarding the customer's performance, attendance and test readiness.**

SCOPE OF SERVICES

F. Reporting and Invoicing

1. Reporting Instructions and Submission

CONTRACTOR will report on a monthly basis:

- a. The unduplicated number of enrolled CalWORKs customers
- b. The number of enrolled non-CalWORKs customers
- c. The unduplicated number of CalWORKs customers who are attending classes in Salinas and King City One-Stops each month.
- d. The number of HSE or GED tests authorized for CalWORKs customers during the month
- e. The number of HSE or GED tests passed by CalWORKs customers during the month
- f. The number of CalWORKs customers who obtained their HSE certificates during the month (HiSET or GED)

These items are reported on the "Monthly High School Equivalency (HSE) Exam Prep/Study Class Report, Exhibit K.

- g. The following HSE Testing data elements, when a customer attempts and passes a HSE test (HiSET or GED), are sent via *secured* email on a monthly basis:

- Name of customer
- Name of CWES Case Manager
- Exam Topic (i.e. GED - Science, HiSET LA Reading; etc.)
- Test Score (i.e. HSE Scaled Test Score: 14/20 or GED score: 150)
- Passed? – Yes / No
- Completed? Yes / No (Student obtained their HSE/GED certificate.)
- Verification Date (verification date by instructor)

These items are reported on the "Monthly High School Equivalency (HSE) Exam Testing Data Report, Exhibit L.

Submit all reports to Thom De La Cruz via secured e-mail at delacruz@co.monterey.ca.us

2. Invoicing Instructions and Submission

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 July 1, 2014 with the final invoice due no later than July 10, 2016. Contractor acknowledges that all

SCOPE OF SERVICES

funding under this contract will be provided with CalWORKs Single Allocation funds.

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

All Invoices shall be mailed to:

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

The monthly invoice and supporting documentation may be scanned and sent by secure email to delacruz@co.monterey.ca.us

The maximum amount payable under this Agreement for the period July 1, 2014 through June 30, 2015 shall not exceed one hundred twenty-three thousand, five hundred and eighty-five dollars (\$123,585).

The maximum amount payable under this Agreement for the period July 1, 2015 through June 30, 2016 shall not exceed **one hundred thirty-seven thousand, twenty- five dollars (\$137,025).**

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed two hundred sixty thousand, six hundred and ten dollars (\$260,610).

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

G. MONITORING AND COMPLIANCE

- 1. CWES will conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and Soledad Unified School District's performance in relation to targets, goals, and responsibilities. CWES will provide written documentation of contract monitoring findings and recommendations to Soledad Unified School District at the conclusion of each visit.**
- 2. The assigned County Contract Manager, as part of monitoring the contract, shall include an assessment of each HSE instructor to ensure that the instructor is (a) engaging students and (2) meeting the responsibilities outlined in this Scope of Services.**
- 3. Performance Outcome Measures:
Within a program year (July through June)**

SCOPE OF SERVICES

- a. **75% of enrolled CalWORKs students will pass 80% of the HiSET HSE proficiency exams (four (4) of the five (5) subject areas).**
 - i. **Note: HiSET testing became available 11/10/2014.**
 - OR**
 - b. **75% of enrolled CalWORKs students will pass 75% of the Pearson Vue 'GED' HSE proficiency exams (three (3) of the four (4) subject areas).**
 - c. **70 % of enrolled CalWORKs students served will earn their High School Equivalency certificate / diploma.**
- 4. Compliance and monitoring of this contract shall be performed via the attached Compliance Monitoring Tool, Exhibit J.**

Monterey County Dept of Social Services - CalWORKs Employment Services
Soledad Unified School District
High School Equivalency (HSE) Exam Preparation Classes
Revised 2015-2016 BUDGET

CODE	CATEGORY		EXPLANATION
110000	Teachers Salaries	\$ 112,281.60	Salary and Benefits: 1 instructor @ 6.8 hrs/day*250 days*\$40/hour and 1 @ 6.0 hrs/day * 250 days * \$40/hour
300000	Employee Benefits	\$ 15,718.40	benefits calculated at 12.281%
430000	Instructional Supplies	\$ 2,500.00	estimated
735000	Indirect Cost (Maximum 8%)	\$ 6,525.00	estimated at 5%
TOTAL		\$137,025.00	

Funding Source: CalWORKs Single Allocation - FY 2015-2016

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

Person completing form:

Phone #:

Date:

Approved by:

/s/ Thom De la Cruz, Mgmt Analyst II

09.03.2015

Signature

Date

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments
<p align="center">Administration</p>	<p>1. Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.</p>		
	<p>2. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.</p>		
	<p>3. Submit reimbursement claims to the COUNTY monthly, no later than the 20th day of the month following the invoice month by completing the monthly invoice (EXHIBIT D).</p>		
	<p>4. Respond to and resolve deficiencies in meeting the service requirements in this Agreement within two business days of the deficiency being identified or reported by the CWES contract manager. Identification and response shall be captured in written communication. 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.</p>		
	<p>5. 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.</p>		
	<p>6. 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.</p>		
	<p align="center">Referrals</p>	<p>7. Responds to COUNTY customer referrals (CWES 120) by the next business day. These referrals are normally a 'warm-handoff' by the CWES Case Manager to the HSE Instructor or the referred customer comes to class following amending their WTW Plan.</p>	
<p>8. Enrolls the customer into the HSE Exam Prep Class through the Soledad Adult School's office via the HSE instructor.</p>			

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments
<p>Data Tracking & Reporting</p>	<p>9. Maintain an ongoing and accurate customer data in the service provider's database in order to generate monthly statistical reports and adhoc reports as needed.</p>		
	<p>10. Provide an electronic copy of the service provider's monthly data report (Exhibit D-1) and Monthly High School Equivalency Test Data (Exhibit D-2) to the CWES Contract Manager by the 10th of the month using secure email. In addition, provide a current electronic copy of the service provider's data report (EXHIBIT D-1) via secure email within in 2 days of receiving a request from CWES.</p>		
	<p>11. The monthly statistical report (Exhibit D-1) contains the following data elements:</p> <ul style="list-style-type: none"> a. The unduplicated number of enrolled CalWORKs customers b. The number of enrolled non-CalWORKs customers c. The unduplicated number of CalWORKs customers who are attending classes in Salinas and King City One-Stops each month. d. The number of HSE tests authorized for CalWORKs customers during the month e. The number of HSE tests passed by CalWORKs customers during the month f. The number of CalWORKs customers obtaining HSE certificates during the month 		
	<p>12. The monthly HSE Exam Testing Data (Exhibit D-2) contains the following data elements:</p> <ul style="list-style-type: none"> a. CalWORKs customer name b. CWES Case Manager name c. Exam Topic d. Test Score e. Passed? Yes/No f. Completed? Yes/No g. Verification Date 		
	<p>13. King City: An HSE instructor is available to provide direct instruction to CalWORKs customers Monday through Friday from 8:30 a.m. to 11:30 & Noon to 3:00 in order to prepare for the GED or HiSET exams in order to obtain their HSE certificate.</p>		

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments
<p>Staff & Classroom Instruction</p>	<p>14. Salinas: An HSE instructor is available to provide direct instruction to CalWORKS customers Monday through Friday from 9:00 a.m. to Noon and 12:30 to 3:30 in order to prepare for the GED or HiSET exams in order to obtain their HSE certificate.</p>		
	<p>15. The HSE instructor provides work packets for customers in the event of a partial or single day closure in order to keep customers engaged and focused on HSE goal.</p>		
	<p>16. The HSE instructor maintains regular communication with the assigned CWES Case Manager regarding the customer's performance, attendance and test readiness.</p>		
	<p>17. SUSD provides a substitute teacher when either assigned HSE instructor is out on planned or unplanned leave so there is no interruption of HSE class activities.</p>		
	<p>18. SUSD conducts a periodic classroom assessment of each assigned HSE instructor's performance to ensure that the instructor is knowledgeable of and is effective in teaching the HSE curriculum.</p>		
	<p>19. Salinas: Respond using [secured] email to COUNTY inquiries about customer progress within two (2) business days.</p>		
	<p>20. Report to the customer's CWES Case Manager using [secured] email or via telephone whenever an enrolled customer's attendance or progress is interrupted and/or becomes unsatisfactory. Likewise, informing the CWES Case Manager of customer progress or successes as deemed appropriate.</p>		
	<p>21. 75% of the enrolled CalWORKS students will pass 80% of the HiSET HSE proficiency exams (4 of the 5) during the program year of July through June.</p>		
	<p>22. 75% of the enrolled CalWORKS students will pass 75% of the Pearson Vue 'GED' HSE proficiency exams (3 of the 4) during the program year of July through June.</p>		
	<p>23. 70% of the enrolled CalWORKS students served will earn their High School Equivalency (HSE) certificate / diploma.</p>		
<p>Annual Outcomes</p>			



To: **Thom De La Cruz, Management Analyst II**
CalWORKs Employment Services - Salinas

From: <<Select>>

Date: **Tuesday, June 09, 2015 [mm/dd/yy]**

Subject: **Monthly High School Equivalency (HSE) Exam Prep / Study Class Report**

Report Month: **May 2015**

Enrollments

Number of Enrolled CalWORKs customers	0.0
Number of Enrolled non-CalWORKs customers	0.0
<i>These are individuals who are referred by Cal-Learn; OET; and EDD; or from the community at large.</i>	

Attendance

Number of unduplicated CalWORKs customers who attended classes this month.	0.0
<i>From the online attendance submitted to the Soledad Adult School office (Vicky).</i>	

HSE Tests Authorized / Passed - CalWORKs only

Number of HSE Tests Authorized for CalWORKs customers	0.0
<i>These are customers who you have acknowledged are ready to test and are scheduled with the testing service.</i>	
Number of HSE Tests Passed by CalWORKs customers	0.0
<i>These are customers for which you have received passing HSE test results.</i>	

Obtained HSE Certificates / Graduated

Number of CalWORKs Customers obtaining HSE certificate	0.0
Number of non-CalWORKs Customers obtaining HSE certificate	0.0

Please submit via e-mail to Thom De La Cruz at CalWORKs Employment Services (CWES) @ delacruz@co.monterey.ca.us by the 10th of each month.

