

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 12th day of June, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**, whose address is 1111 Van Ness Avenue, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-14-309, effective July 1, 2014, and Amendment I to Agreement No. A-14-309, effective July 1, 2017, (hereinafter collectively referred to as "the Agreement" or "COUNTY Agreement No. A-14-309") to provide adult education and data collection services for COUNTY's Department of Social Services (DSS); and

WHEREAS, the parties desire to amend the Agreement regarding service changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. A-14-309, Page Two (2), Section Two (2) beginning with Line One (1), with the number "2" and ending on Page Two (2), Line Seven (7) with the word "period," as previously modified by Amendment I, be deleted and the following inserted in its place:

"2. TERM

This Agreement shall become effective on the 1st day of July, 2014 and shall terminate on the 30th day of June, 2015. The Agreement shall automatically renew for four (4) additional twelve month periods upon the terms and conditions herein set forth, unless written notice of non-renewal is given by either CONTRACTOR or COUNTY or COUNTY DSS Director or designee no later than thirty (30) days prior to the renewal period."

2. That the existing COUNTY Agreement No. A-14-309, Page Three (3), Section Four (4) beginning with Line Eleven (11), with the word "In" and ending on Page Three (3), Line Sixteen (16)

1 with the word "CONTRACTOR", be deleted and the following inserted in its place:

2 "For the period of July 1, 2014 through June 30, 2017, in no event shall services performed
3 under this Agreement be in excess of Nine Hundred Sixteen Thousand Two Hundred Fifty-Five and
4 No/100 Dollars (\$916,255.00) for each twelve (12) month period. For the period of July 1, 2017
5 through June 30, 2018, in no event shall services performed under this Agreement be in excess of
6 Eight Hundred Seventy-One Thousand Six Hundred Sixty and No/100 Dollars (\$871,660.00). For the
7 period of July 1, 2018 through June 30, 2019 in no event shall services performed under this
8 Agreement be in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). The
9 cumulative total of this Agreement shall not be in excess of Three Million Seven Hundred Seventy
10 Thousand Four Hundred Twenty Five and No/100 Dollars (\$3,770,425.00). It is understood that all
11 expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne
12 by CONTRACTOR."

13 3. That all references in existing COUNTY Agreement No. A-14-309 to "Revised Exhibit A"
14 shall be changed to read "Revised Exhibit A-1," which is attached hereto and incorporated herein by
15 this reference.

16 4. That all references in existing COUNTY Agreement No. A-14-309 to "Revised Exhibit B"
17 shall be changed to read "Revised Exhibit B-1," which is attached hereto and incorporated herein by
18 this reference.

19 COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend Agreement
20 No. A-14-309 and, that upon execution of this Amendment II, the original Agreement, Amendment I
21 and this Amendment II shall together be considered the Agreement.

22 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
23 covenants, conditions and promises contained in this Agreement not amended herein shall remain in
24 full force and effect. This Amendment II shall become effective July 1, 2018.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO



(Authorized Signature)



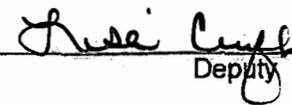
Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

Jim A. Yovino, Superintendent
Print Name & Title

1111 Van Ness Avenue

Fresno, CA 93721
Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56107021
Account No.: 7870/0
Requisition No.:

Mailing Address:

1111 Van Ness Avenue
Fresno, CA 93721
Phone No.: (559) 497-3850
Contact: Valerie Vuicich, Regional Occupation Program Administrator

DEN:lt

SUMMARY OF SERVICES

ORGANIZATION: Fresno County Superintendent of Schools
 ADDRESS: 1111 Van Ness Avenue, Fresno, CA 93721
 SERVICES: Data Collection
 TELEPHONE: (559) 497-3850
 CONTACT: Valerie Vuicich, Administrator
 EMAIL: vvuicich@fcoe.org
 CONTRACT PERIOD: July 1, 2018 - June 30, 2019
 CONTRACT AMOUNT: \$ 150,000

SUMMARY OF SERVICES

Fresno County Superintendent of Schools (FCSS), through its Regional Occupational Program (ROP), will subcontract with school districts within rural and metropolitan areas of Fresno County to provide data collection services for CalWORKs Welfare to Work clients enrolled at their school site.

Subcontracted school districts include, but are not limited to, Fresno Unified School District, Clovis Unified School District, Central Unified School District, and Sanger Unified School District. In FY 2017-18 Firebaugh-Las Deltas was removed as a sub-contracted school district.

Data collection will be in the form of Monthly Activity Reports and will include data related to participant referrals, enrollment, progress, attendance, and completion status.

I. CONTRACTOR RESPONSIBILITIES

PROCUREMENT OF DATA COLLECTION SERVICES

CONTRACTOR will secure individual agreements with school districts within Fresno County to provide data collection services for the local CalWORKs population. Subcontractors must adhere to the performance criteria established by DSS for data reporting; collect information regarding CalWORKs participants as it pertains to this Agreement. The collected information will include but is not limited to progress, attendance, and completion status. Subcontractors will be required to comply with timeframes and criteria for the provision of CalWORKs participant education information. Attendance and participation status will be updated on a weekly basis in CalWIN.

SUBCONTRACTOR COMPENSATION

CONTRACTOR will track hours expended for data collection. Compensation to subcontractors shall be in compliance with state and federal laws.

SUBCONTRACTOR MONITORING

CONTRACTOR will monitor and ensure that subcontractors provide the following materials,

updates, reports and evaluations as appropriate and in accordance with the timeframes stated below.

1. Participant Activity:

- a. Class Attendance: CONTRACTOR will make an entry into CalWIN to reflect attendance three (3) days after the first day of class. Subcontractors will ensure that its instructors submit complete attendance information at the end of each instructional week, on a weekly basis.

Should a participant's attendance fall below eighty percent (80%) of the scheduled weekly class hours, subcontractors will notify CONTRACTOR within two (2) business days. CONTRACTOR will make an entry into CalWIN within three (3) business days of receiving subcontractor's notification.

- b. Completion: CONTRACTOR will ensure that: upon completion of each education component, the subcontractor will submit to CONTRACTOR a verification of completion for each participant so that completion may be recorded in CalWIN as CONTRACTOR will make an entry into CalWIN to inform the CalWORKs case manager of the participant's educational or vocational component and its completion.

MONTHLY INVOICES, REPORTS, AND OUTCOMES

CONTRACTOR will submit clear and detailed invoices to DSS on a monthly basis, by the 10th day of each month for the previous month of service. Invoices will conform to the format required by DSS, which includes but is not limited to the following information:

1. Labor Distribution: positions, salaries and benefits.
2. Monthly Invoice: administrative, sub-contractual, direct and indirect expenses.

Subcontractors will be required to provide CONTRACTOR with CalWORKs participant information with regard to attendance, progress and completion in a timely manner, as defined in previous sections of this document.

CONTRACTOR will collaborate with Subcontractors to collect data and enter weekly attendance and progress information into CalWIN in accordance to established timeframes noted under this agreement. This includes providing information to DSS for CalWORKs participants served by CONTRACTOR and subcontractors, which will include but is not limited to enrollment, attendance, progress and completion of components and programs. This agreement will require a collaborative effort between DSS staff, CONTRACTOR and subcontractors.

II. COUNTY RESPONSIBILITIES

DSS shall select subcontractors that have adult schools in areas of Fresno County.

DSS shall assign a staff person to help facilitate communication and services with CONTRACTOR and subcontractors.

DSS shall meet with CONTRACTOR and subcontractors as often as needed to exchange pertinent information and collaborate for service coordination.

DSS shall meet with CONTRACTOR and subcontractors on a regular basis to exchange and share information; coordinate, review and monitor services; and resolve concerns or issues as they arise.

CalWORKs Data Collection Services

Budget FY 2018-19

12-month Term

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS:	\$	47,700.00
SUB-CONTRACTED SERVICES		
CENTRAL ADULT SCHOOL	\$	21,522.00
CLOVIS ADULT SCHOOL	\$	26,384.00
FRESNO ADULT SCHOOL	\$	53,368.00
SANGER ADULT SCHOOL	\$	<u>1,026.00</u>
TOTAL:	\$	<u><u>150,000.00</u></u>