

ORIGINAL

AGREEMENT FOR SERVICES #484-S0911 AMENDMENT I

This Amendment I to that Agreement for Services #484-S0911, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and El Dorado County Office of Education, a public agency, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "EDCOE" or "Contractor") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, Contractor has been engaged by County to provide a coordinator services to the Child Abuse Prevention Council on behalf of the Department of Human Services in accordance with Agreement for Services #484-S0911 dated February 3, 2009 incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Service**; and

WHEREAS, the Parties have mutually agreed to add **ARTICLE XXIX – Fingerprinting**.

NOW THEREFORE, the Parties do hereby agree that Agreement for Services #484-S0911 shall be amended a First time as follows:

ARTICLE III

Compensation for Services: For reimbursement of services provided herein, Contractor shall submit original invoices on a monthly basis to the CAPC Executive Committee for review and signature approval. Upon signature approval by the CAPC Chair, Contractor shall then forward the original signed invoices on a monthly basis to DHS for reimbursement by the County for the provision of the services required by this Agreement. Contractor shall submit only original signed invoices to County accompanied, if applicable, by copies of written authorization(s) for service(s). Photocopied or faxed invoices shall not be accepted. An example of an approved invoice containing necessary and pertinent billing information is described in Revised Exhibit "A" marked "Child Abuse Prevention Council Coordinator Invoice," incorporated herein and made by reference a part hereof. Contractor shall submit invoices to the CAPC Executive Committee for signature approval no later than fifteen (15) days following the end of a "service month," except that invoices for the month of May shall be submitted to County no later than ten (10) days after receipt of said invoice. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I- Scope of Services. The CAPC Executive Committee shall review and forward original signed invoices approved for reimbursement to County for County reimbursement to Contractor no later than ten (10) days after receipt of said invoices, except that invoices for the entire month of May shall be submitted to DHS no later than June 15th. Failure by the CAPC Executive Committee to submit invoices by the 25th of the month following the end of a service month for the months of July through April or by June 15th for the entire month of May could result in a significant delay

in payment. Failure by the CAPC Executive Committee to submit invoices for the entire month of May by June 15 may also result in a reduction in the amount of CAPIT funds available under this Agreement due to said funds being claimed on a "cash" basis. Invoices received and accepted from Contractor by the CAPC Executive Committee or from the CAPC Executive Committee by County shall not be deemed evidence of allowable Agreement costs. County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) from the CAPC Executive Committee identifying services rendered. Funds shall be paid to Contractor only to the extent that such funds are available to County from the California Department of Social Services annual CAPIT allocation (up to \$25,000 annually for CAPC Coordinator Salary and Benefits only) and from the County Children's Trust Fund (for all other expenses hereunder) and said funds shall only be used to pay DHS or, for special projects, CAPC pre-approved expenditures made in accordance with the requirements of California Welfare and Institutions Codes §18965-18968 and 18980 -18984.

Travel expenses for CAPC authorized attendance at conferences, trainings and events shall be reimbursed in accordance with Exhibit "B", marked "Board of Supervisors Travel Policy Number D-1", incorporated herein and made by reference a part hereof.

Any equipment acquired with funds under this Agreement shall be deemed to be the property of County. Upon termination of this Agreement, Contractor shall return said property to County.

The CAPC Executive Committee shall pre-approve all event budgets and shall have final approval over all ensuing invoices prior to submittal to County for reimbursement. For the purposes hereof, the billing and reimbursement rate for services specifically listed under ARTICLE I-Scope of Services or ARTICLE III-Compensation shall be as follows:

<i>Service</i>	<i>Maximum Not-To Exceed Amount FY* 08-09</i>	<i>Maximum Not To Exceed Amount FY* 09-10</i>	<i>Maximum Not To Exceed Amount FY* 10-11</i>
CAPC Coordinator Salary and Benefits (not to exceed \$3,179.17/month)	\$14,075	\$28,150	\$38,150
Administrative Overhead, Supplies and Equipment	\$1,875	\$3,750	\$3,750
Conference Attendance – CAPC Coordinator	\$750	\$1,500	\$1,500
Conference Attendance – CAPC Members	\$750	\$1,500	\$1,500
Champions for Children Summit	\$8,950	\$8,950	\$8,950
Child Abuse Prevention Month Activities	\$5,000	\$5,000	\$5,000
Trainings	\$5,000	\$10,000	\$5,000
Community Education Events	\$5,000	\$10,000	\$5,000
Special Projects - CAPC Approved	\$2,500	\$5,000	\$5,000
Grant Administration and Activities	\$20,000	\$40,000	\$40,000
Total Not-To-Exceed Amount Per FY*	\$63,925	\$113,850	\$113,850

*FY=State of California Fiscal Year. A California State Fiscal Year is a twelve (12) month period beginning July 1 and ending on June 30 of the following year.

Contractor shall submit original billing invoices to the following address:

CAPC Chair
El Dorado County Child Abuse Prevention Council
Attn: Elizabeth Blakemore
6767 Green Valley Road
Placerville, CA 95667

CAPC Chair shall submit signed and approved original billing invoices to the following address:

El Dorado County Department of Human Services
Attn: CAPC Liaison
3057 Briw Road
Placerville, CA 95667

The total of this Agreement shall not exceed \$291,625 for the stated term.

ARTICLE XXIX

Fingerprinting. Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:


1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from

employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.


Except as herein amended, all other parts and sections of that Agreement #484-S0911 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: April 7, 2010

Requesting Department Head Concurrence:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 4-8-2010

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to that Agreement for Services #484-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:


Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

EL DORADO COUNTY OFFICE OF EDUCATION

By: 
Vicki L. Barber, Ed.D.
Superintendent
"Contractor"

Dated: 5/19/10

By: 
Terena Mendonca
Associate Superintendent

Dated: 5/24/10

REVISED EXHIBIT A

Child Abuse Prevention Council Coordinator Invoice

Claimant Name: El Dorado County Office of Education
 Address: 6767 Green Valley road, Placerville, CA 95667
 Phone: 530/ 622-7130 Fax: 530/295-1273 E-mail: EBlakemore@edcoe.org
 Services: Child Abuse Prevention Council Coordination Activities
 Vendor Number: 002628

1. Submit Original CAPC Invoice to: CAPC Chair, El Dorado County Child Abuse Prevention Council
 Attn: Elizabeth Blakemore
 P. O. Box 347
 Diamond Springs, CA 95619

2. Submit CAPC Chair Approved Original to: El Dorado County Dept. of Human Services
 Attn: CAPC Liaison
 3057 Briw Ridge Road, Suite A
 Placerville, CA 95667

Agreement # 484-S0911 A1	Agreement Term 01/01/09 – 06/30/11	Index Code 7753313/530900	Sub Object: 4300
Service Month:			
Service Year:	Fiscal Year 2010-11		

Billing Category	Category Maximum Amount for Fiscal Year	Amount Billed This Period	Amount Billed YTD	Category Balance Remaining in Fiscal Year
A Coordinator Salary & Benefits (\$3,179.17/mo)	\$38,150	\$3,179.17		
B Administrative Overhead, supplies and equipment	\$3,750			
C Conference Attendance-Coordinator	\$1,500			
D Conference Attendance-CAPC Members	\$1,500			
E Champions for Children Summit	\$8,950			
F Child Abuse Prevention Month Activities	\$5,000			
G Trainings	\$5,000			
H Community Education Events	\$5,000			
I Special Projects-CAPC Approved	\$5,000			
J Grant Administration and Activities	\$40,000			
Total Fiscal Year Not-To-Exceed Contract Amount	\$113,850			

I certify that I am the duly appointed, qualified and acting officer of the herein-named claimant, that the costs being claimed herein are in all respects true and correct and that the net amount claimed above has not been previously presented to or reimbursed through the Department of Human Services.

 Authorized Signature Title Date

I certify that, as Chair of the El Dorado County Child Abuse Prevention Council, I have reviewed the content of this invoice, have received relevant reports and approve this invoice for payment.

 CAPC Monitor Authorized Signature Title Date

I certify that, as CAPC Liaison for County with responsibility for monitoring this Agreement, I have reviewed the contents of this invoice, have received relevant reports and approve this invoice for payment.

 DHS CAPC Liaison Authorized Signature Title Date 10-0642.B.6