

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

EDD Contract No. M7103194

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 Pages

AGREEMENT NUMBER R16-0022	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Board of Governors, California Community Colleges, Chancellor's Office
 CONTRACTOR'S NAME
Employment Development Department
- The term of this Agreement is July 1, 2016 through June 30, 2019
- The maximum amount of this Agreement after this amendment is: \$12,600.00
Twelve Thousand Six Hundred Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Agreement entered into July 1, 2016 by and between the Employment Development Department, hereinafter referred to as the EDD, and the Board of Governors, California Community Colleges, Chancellor's Office, hereinafter referred to as the CCCCCO, is hereby amended to:

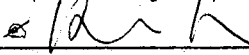

Exhibit A (Scope of Work) – replace current exhibit in its entirety; increases the frequency of the data file transfer to quarterly, extends the term of the Agreement by two (2) years, and adds special provisions. Pages 1-8

Exhibit B (Budget Detail and Payment Provisions) – replace current exhibit in its entirety; add \$11,572.00 for a total contract amount of \$12,600.00. Pages 1-2

Attachment B-1 (Budget Detail Sheet) – replace current exhibit in its entirety (increased cost per increased frequency of data file transfers). Pages 1-4

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Employment Development Department</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6/25/17</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Rose Liu, Chief, Procurement Section</u>		
ADDRESS <u>722 Capitol Mall, MIC 62-C, Sacramento, CA 95814</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Board of Governors, California Community Colleges, Chancellor's Office</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>2/1/17</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Erik Skinner, Deputy Chancellor</u>		
ADDRESS <u>1102 Q Street, Suite 4400, Sacramento, CA 95811-6539</u>		

Exempt per: AB 1441, Chapter 36 of the Statutes of 2000

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 11,572.00	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
	Local Assistance (OPTIONAL USE)			General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,028.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	6870-111-0001(3)	23	2016 2017 2018	2016-17 2017-18 2018-19
TOTAL AMOUNT ENCUMBERED TO DATE \$ 12,600.00	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	3233-751-23373 (\$4,130 - 16/17) 3233-751-23373 (\$4,235 - 17/18) 3233-751-23373 (\$4,235 - 18/19)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <i>Helena Cortez</i>		DATE JAN 30 2017		

EXHIBIT A
(Interagency Agreement)

This Agreement is entered into and between the Employment Development Department (EDD) and the California Community Colleges, Chancellor's Office (CCCCO). It sets forth the terms and conditions for the release and use of the EDD's confidential information.

SCOPE OF WORK

A. Purpose

This Agreement authorizes the EDD to provide, on a quarterly basis, quarterly wage earnings and respective Northern American Industry Classification System (NAICS) codes to the CCCCCO for the purpose of reviewing, evaluating, and improving instructional programs in California's community colleges. The CCCCCO, or the college and its contractor performing work for the CCCCCO, will use the data to evaluate job-market demand, employment, earnings, and earnings gains to ensure the community colleges' instructional programs meet state and federal requirements. The data will also be used to assist the CCCCCO, or the college and its contractor performing work for the CCCCCO, in their non-confidential reporting requirements to the Legislature and Governor.

B. Legal Authority

1. The EDD is authorized to provide quarterly wage information to the CCCCCO pursuant to the California Unemployment Insurance Code Sections 1095(z) and 1095(ab) and Title 20 Code of Federal Regulations (CFR) Section 603.5(e).
2. The CCCCCO is authorized to access and use student records as described in this Agreement per Section 99.31(a)(6)(i) of the Federal Family Educational Rights and Privacy Act (34 CFR Part 99).
3. The CCCCCO will only request wage information for students that meet the reporting requirements of Education Code 84754.5, and that can be disclosed under Section 99.31(a)(6)(i) of the Federal Family Educational Rights and Privacy Act.
4. The Carl D. Perkins Career and Technical Education Act of 2006 (Public Law 109-270) requires each state to evaluate all career technical education programs based upon a system of standards and measures of performance. Job placement and retention in employment are two of the measures required to evaluate community college education.
5. Education Code 84754.5(c)(1)(B), passed by the California Legislature in 2004 (AB 1417), requires the annual evaluation of community college performance, including measures of student progress and achievement in; career technical, vocational, occupational, and workforce development areas.
6. The Higher Education Amendments of 1998 require that each college measure student success by job placement rates.
7. Education Code 78016, passed by the State Legislature in 1979, requires every career technical education program be evaluated every two years to demonstrate a documented

EXHIBIT A
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8. "Contact Person" means the person(s) designated in section (IV)(B).

D. TERM

The term of this Agreement will be July 1, 2016 through June 30, 2019.

E. CCCCO Responsibilities

1. Provide the EDD with a data file by the 15th business day of the month immediately following the end of the quarter, consisting of Social Security Numbers (SSNs), graduation years and unique identifiers (not SSNs) from students at local community colleges. See record layout below:

Record Layout for Input File Generated by CCCC		
DESCRIPTION/VALUES	LENGTH	POSITION
Year Code	X (04)	01-04
Social Security Number (SSN without dashes)	X (09)	05-13
CCCCO Unique Identifier	X (09)	14-22

2. Create a control file and include File Name, Record Count, and the CCCC Information Technology contact name and phone number.
3. Produce and transmit the file to EDD via OTech's Secure File Transfer (SFT) Services.
4. Send an email notification to EDDACESDataWarehouse@edd.ca.gov once the CCCC has uploaded the file.

F. EDD Responsibilities

1. Upon receipt of the CCCC's input file, the EDD will match the CCCC SSNs with ACES data.
2. Provide the CCCC with an output file of wages greater than zero for SSNs that had exact matches (from year 2000 through most currently completed quarter) along with the following data elements as outlined in the output record layout:

Record Layout for Output File Generated by EDD		
DESCRIPTION/VALUES	LENGTH	POSITION
CCCCO Identification Number (ID=09 plus Blanks=03)	12	01-12
CCCCO Year (Date of Graduation)	04	13-16
Quarter Period (YYYYQ)	05	17-21
Quarterly Subject Wages	11	22-32
NAICS Code	06	33-38
City	25	39-63
County Codes	03	64-66
State	02	67-68
Zip Code	05	69-73

EXHIBIT A
(Interagency Agreement)

10. The Parties agree that in the event of a Security Breach, or what appears to that Party to be the likelihood of a Security Breach, they will act in conformance with the following:
- a. If the CCCCOC believes that there has been a Security Breach of any Data that includes Data that was provided by the EDD, the CCCCOC will promptly, but in no event more than two hours, report to the EDD Information Security Officer, any incidents, in detail, of any Data received from the EDD whose confidentiality is breached or believed to have been breached. CCCCOC will promptly take corrective action to cure a breach of security, including conducting any investigation of any Security Breach and provide the EDD's Information Security Officer with a written report of the investigation of the Security Breach within thirty (30) days of the discovery of the Security Breach. The report on the nature of the Security Breach shall conform to any established procedure of the EDD relating to such an occurrence.
 - b. If the EDD believes that there has been a Security Breach of any data that includes Data that was provided by the CCCCOC, EDD will promptly, but in no event more than two hours, report to the CCCCOC Information Security Officer, any incidents, in detail, of any Data received from the CCCCOC whose confidentiality is breached or believed to be breached. EDD will promptly take corrective action to cure a breach of security, including conducting any investigation of any Security Breach and provide the CCCCOC's Information Security Officer with a written report of the investigation of the Security Breach within thirty (30) days of the discovery of the Security Breach. The report on the nature of the Security Breach shall conform to any established procedure of the CCCCOC relating to such an occurrence.
11. The Parties agree that in the event of a Security Breach, the Party whose system was the subject of the Security Breach shall follow the requirements set forth in the State Administrative Manual and shall work with the other Party whose data was breached to provide any notification that may be necessary pursuant to Civil Code section 1798.29. The Party that suffered the Security Breach shall bear any and all costs that the other Party, whose Data was breached, may incur as a direct result of the Security Breach.

H. Contract Representatives

Each agency will designate staff to have primary responsibility to coordinate activities under this Agreement, act as program liaison, ensure confidentiality is maintained, and when necessary, meet to further define specific program procedure.

Project Monitors during the term of this Agreement will be:

CCCCOC	EDD
	Tax Branch:
Name: Russell Maxwell	Name: Adan Rodriguez
Address: 1102 Q Street, Suite 4550 Sacramento, CA 95811-6539	Address: PO Box 826880, MIC 93A Sacramento, CA 94280-0001
Phone: (916) 327-5911	Phone: (916) 654-9580

EXHIBIT A
(Interagency Agreement)

I. Special Provisions

1. **Amendments.** This Agreement may be amended at any time by written consent of the Parties to this Agreement. Amendments to this Agreement must be in writing and signed by a representative at a level equal to the level of the representative originally executing this Agreement.
2. **Termination.** This Agreement may be terminated without need for cause by either the EDD or the CCCCCO upon written notice delivered to the other Party not less than fourteen (14) days prior to the intended termination date. Either Party may provide to the other Party written notice of immediate termination of this Agreement upon confirmation of fraud, abuse, or violation of any term of this Agreement.
3. **Entire Agreement.** This Agreement incorporates all the understandings between the EDD and the CCCCCO concerning the subject matter of the Agreement. Any and all modifications of this Agreement must be in writing and signed by all Parties. No prior agreement, verbal representation or understanding will be valid or enforceable unless embodied in this Agreement.
4. **Publicity.** With the exception of records sought pursuant to the Public Records Act, no information relative to this Agreement or the services provided for herein will be released by either Party for any purpose without the prior written approval of the other Party.
5. **Non-Waiver of Rights.** No delay or omission by either Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. Nor will a Party's review, approval or acceptance of any term under a separate Agreement be construed to operate as a waiver of any rights or any course of action available under the terms of this Agreement.
6. **Assignment.** This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without express prior written consent of the other Party.
7. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of California.
8. **Severability.** If any part, term or provision of this Agreement is determined to be void, illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions will not be affected thereby.
9. **Interpretation.** This Agreement is the mutual product of the Parties. Any dispute regarding interpretation of this Agreement will be resolved by applying the most reasonable interpretation under the circumstances.
10. **Dispute Resolution Process.** If a dispute arises between the Parties, the resolution process outlined below must be followed:

EXHIBIT B
(Interagency Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

I. Invoicing and Payment

1. Upon completion of the services in a satisfactory manner, the CCCCCO agrees to pay the EDD fees as specified in Attachment B-1, Budget Detail. The total amount of this Agreement shall not exceed Twelve Thousand, Six Hundred Dollars and Zero Cents (\$12,600.00).
2. Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Manager. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.
3. Detailed invoices for actual services shall include the CCCCCO Agreement Number R16-0022 and shall be submitted to the CCCCCO before June 30th of each Fiscal Year to:

Accounting Office
California Community Colleges
1102 Q Street, Suite 4550
Sacramento, CA 95811-6539

4. Payment must reference the EDD Agreement Number M7103194 and the EDD invoice number, and shall be sent to:

Employment Development Department
Attention: Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94280-0001

5. No payments shall be made without the written approval of the CCCCCO Project Manager and the Interim Chancellor, or his/her designee. Such approval is contingent upon the Project Manager's approval of the progress the Contractor has made within each respective invoicing period.
6. If payment has not been received for a nondisputed invoice within 60 days of the invoice date, the EDD, in accordance with Government Code Section 11255, will provide the CCCCCO with a 30-day notification of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the CCCCCO to the EDD.

For the purpose of transferring funds, the CCCCCO shall provide the following appropriation data to the EDD:

- Fund Number: 0001
- Organization Code: 6870
- Fiscal Years: 2016, 2017, 2018
- Category and Program: 90 20

If applicable, the CCCCCO will additionally provide the Element, Component, and Task:

- Element: 30

Contract Name: CCCCCO
 Term of Contract: July 1, 2016-June 30, 2019
 Field Office/Division: Tax Branch/ACES

EDD Contract: M7103194 Amd. 1
 Project Code: 658
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**Attachment B-1
 Budget Detail Sheet**

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>SFY 2016-2017</u>	<u>SFY 2017-2018</u>	<u>SFY 2018-2019</u>	<u>Total Costs</u>
Systems Software Specialist III	\$2,348	\$2,348	\$2,348	\$7,043
Sub-Total	\$2,348	\$2,348	\$2,348 (A)	\$7,043
Personnel Benefits	\$1,245	\$1,316	\$1,316	\$3,877
TOTAL PS & PB	\$3,592	\$3,664	\$3,664	\$10,919

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E	\$251	\$273	\$273	\$753
Direct OE&E				
<u>Expense Type</u>				
Total Direct OE&E	\$0	\$0	\$0	\$0
TOTAL OE&E	\$251	\$273	\$273	\$753
Administrative Staff and Technical (AS&T)	\$287	\$298	\$298	\$883
CONTRACT TOTAL	\$4,130	\$4,235	\$4,235	\$12,600

* Rates may be subject to change.
 Please Note: If Staff is outstationed DO NOT include the allocated OE&E

Contract Name: CCCCCO
Term of Contract: July 1, 2016-June 30, 2019
Field Office/Division: Tax Branch/ACES

EDD Contract: M7103194 Amd
Project Code: 658
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**Attachment B-1
 Budget Detail Sheet
 SFY 2016-17***

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
Systems Software Specialist III	\$100,752	40.0	0.0233	\$2,348
Sub-Total		40.0	0.0233 (A)	\$2,348 (B)
Personnel Benefits (53.02% of (B))				\$1,245
TOTAL PS & PB				\$3,592

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$10,761 per PY)		\$251		
Direct OE&E				
<u>Expense Type</u>	<u>Est. Cost</u>			
Total Direct OE&E		\$0.00		
TOTAL OE&E				\$251
Administrative Staff and Technical (AS&T) ((A) multiplied by \$12,305 per PY)				\$287
CONTRACT TOTAL				\$4,130

* Rates may be subject to change.

Please Note: If Staff is outstationed DO NOT include the allocated OE&E

Contract Name: CCCCCO
 Term of Contract: July 1, 2016-June 30, 2019
 Field Office/Division: Tax Branch/ACES

EDD Contract: M7103194 Amd
 Project Code: 658
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**Attachment B-1
 Budget Detail Sheet
 SFY 2017-18***

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
Systems Software Specialist III	\$100,752	40.0	0.0233	\$2,348
Sub-Total		40.0	0.0233 (A)	\$2,348 (B)
Personnel Benefits (56.03% of (B))				\$1,316
TOTAL PS & PB				<u>\$3,664</u>

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$10 1,706 per PY) \$273

Direct OE&E
Expense Type Est. Cost

Total Direct OE&E \$0.00

TOTAL OE&E \$273

Administrative Staff and Technical (AS&T) ((A) multiplied by \$12,793 per PY) \$298

CONTRACT TOTAL \$4,235

* Rates may be subject to change.

Please Note: If Staff is outstationed DO NOT include the allocated OE&E

Contract Name: CCCCCO
Term of Contract: July 1, 2016-June 30, 2019
Field Office/Division: Tax Branch/ACES

EDD Contract: M7103194 Amd.
Project Code: 658
Page: 4 of 4

**Attachment B-1
 Budget Detail Sheet
 SFY 2018-19***

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
Systems Software Specialist III	\$100,752	40.0	0.0233	\$2,348
Sub-Total		40.0	0.0233 (A)	\$2,348 (B)
Personnel Benefits (56.03% of (B))				\$1,316
TOTAL PS & PB				\$3,664

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$10,71,706 per PY) \$273

Direct OE&E
Expense Type

Est. Cost

Total Direct OE&E \$0.00

TOTAL OE&E \$273

Administrative Staff and Technical (AS&T) ((A) multiplied by \$12,312,793 per PY) \$298

CONTRACT TOTAL \$4,235

* Rates may be subject to change.

Please Note: If Staff is outstationed DO NOT include the allocated OE&E