

COUNTY OF MONTEREY
AMENDMENT # 2 TO AGREEMENT # A-11562

ORIGINAL

**Goodwill Industries of Santa Cruz, Monterey & San Luis Obispo Counties, a
California Nonprofit Corporation dba Shoreline Workforce Development Services**

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, Goodwill Industries of Santa Cruz, Monterey, & San Luis Obispo Counties, a California Nonprofit Corporation dba Shoreline Workforce Development Services (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for subsidized employment training for CalWORKs recipients between the parties executed on September 9, 2009, (hereinafter, "Original Agreement ") and amended on November 10, 2009 by adding **\$595,200.00**, increasing the total contract amount to **\$3,961,626.00**. This program was designed to serve 180 CalWORKS recipients and now has 284 persons working in subsidized employment. Additional funding is required to effectively serve this larger population. Therefore, the parties agree:

1. 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 AAA**, 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 **\$3,961,626.00**.
2. 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 AAA	Scope of Services/Payment Provisions
Exhibit B	DSES Additional Provisions
Exhibit CCC	Program Budget
Exhibit DDD	Expenditure Report
Exhibit E	HIPAA Agreement

3. Sections 1.01, 1.02 and 2.01 of **Exhibit B** of the Original Agreement are amended to read as follows:

1.01 Monthly Claims by CONTRACTOR: Not later than the tenth (10th) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit DDD**.

CONTRACTOR may invoice COUNTY twice a month, dividing the amount claimed into two invoices.

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 CCC**. Only the costs listed in **Exhibit CCC** 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 AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA** 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.

3. Exhibits AA, CC, and DD of the Original Agreement, are rescinded and replaced by **Exhibits AAA, CCC and DDD**, attached.

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

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:

By: _____
Elliott Robinson
Director, DSES
Date: _____

CONTRACTOR:
Shoreline Workforce Development Services

By: Michael Paul
(Chair, President, or Vice President)

Michael Paul Pregont
(Print Name & Title)

Date: 7/12/10

Shoreline Workforce Development Services

Approved as to Form:

[Signature]
Senior Deputy County Counsel

Date: 7-12-10

By: [Signature]
(Secretary, CFO, Treasurer)

NICHOLAS ANDREWS, DIR OF FINANCE
(Print Name / Title)

Date: 07/12/10

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 7-12-10

SCOPE OF SERVICES
August 23, 2009 to September 30, 2010

Goodwill Industries of Santa Cruz, Monterey & San Luis Obispo Counties, a California
Nonprofit Corporation dba Shoreline Workforce Development Services

TANF Emergency Contingency Fund (ECF)
Subsidized Employment Training (***SET for Work***) Program

Contract amount: \$3,961,626.00

I. CONTACT INFORMATION

CONTRACTOR:

Shoreline Workforce Development Services
350 Encinal Street
Santa Cruz, CA 95060

Project Leader/Fiscal Sponsor: John T. Collins, II MPH Senior Vice President
(831) 429-6415 ext: 223 Fax: (831) 423-8968
E-Mail Address: jcollins@scgoodwill.org

Program Manager/Primary Contact: Wil Moore, Employment Services Manager
(831) 443-1283, ext. 205 Fax: (831) 443-5458
E-Mail Address: wmoore@scgoodwill.org

COUNTY:

Contract Manager/Contact Person: Susan West, Management Analyst
CalWORKs Employment Services
713 La Guardia Street, Suite B, Salinas, CA 93905
(831) 755-3470 Fax: (831) 783-7031
E-Mail Address: westsj@co.monterey.ca.us

II. PROJECT OVERVIEW

The American Recovery and Reinvestment Act of 2009 (ARRA) signed into law on February 17, 2009 provides a Temporary Assistance to Needy Families (TANF) Emergency Contingency Fund (ECF) that can be used, among other purposes, to fund subsidized employment for CalWORKs recipients and other "needy families." The TANF ECF provides 80% of the cost of the program and 20% is to be provided by the Contractor from non-federal sources.

The Monterey County Department of Social & Employment Services, hereinafter referred to as **COUNTY**, is implementing a subsidized employment program that will serve an estimated 350 participants over a 12-month period of time who are, at the time of referral, either:

- An adult recipient of CalWORKs benefits; or
- An unaided adult whose children receive CalWORKs cash benefits (This category may include adults who are excluded from CalWORKs because of a penalty or have exceeded the 60-month lifetime CalWORKs limit.); or
- A parent whose family income is within 200% of federal poverty level and is receiving Family Reunification or Family Maintenance services through the Family and Children's Services Branch of the Department of Social and Employment Services.

The program will be called the Subsidized Employment Training ***SET for Work*** Program, hereinafter referred to as SET. Employers who participate in the program will have the salary and benefits of each SET employee paid by TANF ECF funding and will provide a 20% non federally funded match primarily through in-kind contribution of supervision and training expenses.

III. TARGET POPULATION

Participants

SET participants are any of the following:

- Adults receiving CalWORKs benefits who are currently participating in the Work Experience (WEX) program.
- Adults receiving CalWORKs benefits who are referred to SET by the **COUNTY**.
- Unaided adults whose children receive CalWORKs cash benefits and are referred to SET by the **COUNTY**. (This category may include adults who are excluded from CalWORKs because of a penalty or have exceeded the 60-month lifetime CalWORKs limit).
- Custodial or non-custodial parents referred by **COUNTY** who are within 200% of the federal poverty limit and are receiving either Family Maintenance or Family Reunification services from the Family and Children's Services branch of the Department of Social and Employment Services.

Additional Eligibility Considerations:

- Customers who receive CalWORKs at the time of referral and leave CalWORKs due to increased earnings while participating in SET may continue in SET until their SET job ends.
- Customers who enter the program with income within 200% of the federal poverty limit and, as a result of SET employment, exceed the income eligibility limit may also continue in the SET Program until their SET job ends.
- CalWORKs recipients shall meet the following criteria in order to be eligible for SET:
 - Agree to be employed 20-40 hours per week and make a commitment to participate in the program for 5-12 months (depending on date of enrollment).
 - Have completed **COUNTY** Job Search / Job Readiness workshops within the prior 12 months.
 - Have an updated Résumé and Master Application.
 - Have participated in at least one mock interview conducted by **COUNTY** staff within the prior 4 months.
 - Have completed a SET Legal History form.
 - Have at least 6 months of eligibility remaining on their CalWORKs 60-Month clock. (This may be waived with mutual agreement of COUNTY and CONTRACTOR.)
 - Attendance in their assigned Welfare-To-Work (WTW) Activity is 90% or better.
 - Have child care and transportation arrangements in place, as well as a back-up plan for each. (For example, who will care for the child(ren) if the child or child care provider is ill? How will customer get to work when their car is in the shop?)
 - Other issues that may impact work attendance, punctuality, and performance are being addressed in their WTW Plan and Career/Family Plan.
 - Right-To-Work documents, I-9 with required verifying documents, W-2 form, and Social Security card will be viewed by COUNTY prior to referral and customers will bring these to their SET orientation or initial intake appointment with **CONTRACTOR**.
- **COUNTY** and **CONTRACTOR** will develop a mutually agreeable set of readiness criteria for customers who do receive CalWORKs or do not have a **COUNTY** CalWORKs Employment Services case manager.

Exhibit AAA

Goodwill Industries dba Shoreline Workforce Development Services

Subsidized Employment Training (**SET for Work**) Program

\$3,961,626.00

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Job Sites

Any of the following may become a SET job site (employer):

- Governmental agencies including cities, counties, special districts, hospital districts, and joint powers agencies.
- Private not-for-profit organizations.
- Private sector employers.

All employers must comply with the federal and state Non-Displacement provisions that are included in SET Training Agreements.

IV. PROGRAM DESIGN

Projected number of participants: 350

Purposes of the Program:

- To provide participants with training and experience that will increase their ability to obtain unsubsidized employment when the program ends.
- To increase family income and purchasing power during the duration of the program as a means of helping individual families and stimulating the local economy.
- To support local employers in maintaining or expanding their workforce in difficult economic times.

Wages:

- The standard starting wage for SET positions is \$9.00 / hour.
- Wages will be increased to \$9.50 / hour upon satisfactory completion of three (3) months in a SET job and upon recommendation of the employer.
- Wages will be increased to \$10.00 / hour upon satisfactory completion of six (6) months in a SET job and upon recommendation of the employer.
- For SET Training Agreements that are six (6) months or less in duration, raises may be earned at satisfactory completion of two (2) months and four (4) months in a SET job upon recommendation of the employer.
- **CONTRACTOR** has authorization to enter into a SET Training Agreement at a starting wage that exceeds \$9.00 / hour if the position requires exceptional skills, experience or training and the employer requests a higher starting wage.
- Participants will be paid every two weeks.

Duration of SET positions:

- SET Training Agreements will range in length of time from five (5) to twelve (12) months depending on the date when the customer enters employment and the needs of the employer.
- Funding for SET positions ends September 30, 2010. All employment as a SET participant with wages subsidized by TANF ECF will be terminated no later than September 30, 2010.
- Sites will be contacted by **CONTRACTOR** prior to the end of program to determine if they will be able to hire participants when the SET program ends.
- Sites will also be provided information about other options that may be available at the time, such as On-The-Job-Training programs that can partially subsidize wages of trainees.

Participant Performance:

- Participant performance is evaluated monthly by sites.
- **CONTRACTOR** collects and reviews this information and work with SET participants and sites to resolve issues as needed.
- **CONTRACTOR** involves COUNTY case managers in corrective action plans as needed.
- If a participant stops participating or is terminated from the program **CONTRACTOR** informs **COUNTY** within two (2) working days of discovery.

Program Staffing:

SET services will be provided by five point five (5.5) FTE Employment Service Specialists and a Program Manager (.50 FTE). A Finance Manager (.20 FTE) and the Senior Vice President for Workforce Development (.20 FTE) will oversee the Program from the corporate level. Additional staffing for payroll functions is included in the Program budget.

V. DESCRIPTION OF COUNTY-FUNDED SERVICES

Services to be provided by **CONTRACTOR** and funded by **COUNTY** include:

- Complete the transition of WEX participants to the SET program.
- Continue outreach to current Work Experience Program (WEX) sites (employers) regarding the benefits of participation in **SET for Work**.
- In conjunction with **COUNTY**, do outreach to other potential SET employers in the public and private sectors.

Exhibit AAA

Goodwill Industries dba Shoreline Workforce Development Services

Subsidized Employment Training (**SET for Work**) Program

\$3,961,626.00

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- Receive and review SET referrals from the **COUNTY**.
- Conduct group orientations for CalWORKs recipients for the SET Program at the One Stop Career Centers in Salinas, Seaside, and King City and at **CONTRACTOR** facilities (as needed).
- Conduct one-on-one Intake Assessments with referred customers.
- Provide customers with a handbook (in their primary language) that introduces them to Shoreline Workforce Development Services, the **SET for Work** Program, and the rules, regulations, rights and grievance procedures for SET.
- In conjunction with the **COUNTY** case manager (when there is an assigned **COUNTY** Case Manager) develop a Vocational Services Plan for each SET participant that includes a training plan, career goals, time frames and an action plan to meet relevant needs.
- Provide SET expectations, program requirements, and Job Site Request forms to employers who express interest in the Program.
- Receive information, answer questions, and process Job Site Request forms from interested employers on the positions they want to fill and any special requirements of those positions.
- Match referred customers with SET job sites based on customers' knowledge, skills, experience, employment goals, and interests.
- Help customers prepare to interview for SET positions.
- Complete SET Training Agreement with employer and customer once customer is hired for a SET position.
- Assist SET Employers in establishing the value of the in-kind match in supervision, training and incidentals that they will provide each SET position and record on the SET Program Job Site Timesheet.
- Provide intensive one-on-one case management, worksite placement counseling, and job retention services to SET participants.
- Monitor participant attendance and performance consistent with current WEX case management procedures.
- In the event of job site or participant issues or problems will contact **COUNTY** within two to three working days to provide information about the incident or issue and work with **COUNTY** to develop a response.
- Serve as the employer of record for the program:
 - Collect and process SET Program Job Site Timesheets every two weeks.
 - Run payroll for participants making all required deductions.
 - Hold for pick-up and distribute paychecks to SET participants.

- Determine when customers are eligible for incentive raises and adjust their wages accordingly.
- Contingent on the availability of funding, as SET assignments end, provide job search and job placement assistance to SET participants to assist them in transitioning into unsubsidized employment or On-The-Job Training (OJT) opportunities.

VI. ADDITIONAL CONTRACTOR RESPONSIBILITIES (ORIGINAL AGREEMENT)

1. Help CalWORKs WEX participants who have not found unsubsidized employment transition into the SET Program through activities including, but not limited to:
 - a) Individual one-on-one assessments of the participant's current skills, strengths, and interests.
 - b) Helping participants update their resume and collect references, as needed. This may be done in conjunction with the participant's WEX case manager and CalWORKs Employment Services (CWES) case manager.
 - c) In conjunction with the participant, the WEX case manager, and the CWES Case Manager develop strategies for addressing barriers that may impact successful employment.
 - d) As participating SET employers are identified, begin the process of matching participants with potential employers and facilitate interviews with these employers.
 - e) Prior to employment help participants complete their I-9 and W-2 forms and keep these on file.
2. Perform similar activities with CalWORKs recipients who are referred to the SET Program by **COUNTY**.
3. In addition, conduct at least two (2) group orientation and intake sessions for the SET Program at each One-Stop Career Center in Monterey County (Salinas, Seaside, and King City) during September and October 2009. Invitees will be CalWORKs recipients identified as meeting program criteria by **COUNTY**.
4. Work with **COUNTY** to develop mutually agreed-to recruitment materials for customers and employers, job order forms, vocational service plans, site agreements, and participant contracts.
5. Work with **COUNTY** to develop marketing materials and strategies.
6. Provide information and recruit employers to participate in the SET program. Contacts are to include, but not be limited to:

- a) Employers participating in WEX.
- b) Employers participating in other programs, such as Workforce Investment Act (WIA) Title I Low Income On-The-Job Training (OJT), with **CONTRACTOR**.
- c) Governmental agencies.
- d) Not-for-profit organizations.
- e) Private sector employers who agree to state and federal Non Displacement regulations.

VII. COUNTY RESPONSIBILITIES

1. Refer CalWORKs customers to SET using the SET referral form and associated documents.
2. Work with **CONTRACTOR** to develop a referral process and readiness criteria for eligible customers who do not receive CalWORKs benefits.
3. Screen customers prior to referral to assure that they meet mutually agreed-to criteria for referrals.
4. Assure that all readiness criteria are met prior to referral so that the customer is ready to interview and be hired.
5. Refer, at a minimum, forty (40) CalWORKs customers to SET by the October 31, 2009.
6. Refer approximately 20 additional customers per month to SET October 1, 2009 through April 30, 2010.
7. Provide supportive services, as needed, to SET customers who receive CalWORKs benefits so that they can participate in the activities covered by this agreement. These may include transportation assistance, subsidized child care, and full or partial payment for or reimbursement of work-related items, such as uniforms, interview clothes, tools, or licenses.
8. Work with **CONTRACTOR** to develop mutually agreed-to recruitment materials for customers and employers, job order forms, vocational service plans, site agreements, and participant contracts.
9. Work with **CONTRACTOR** to develop marketing materials and strategies.
10. Participate with **CONTRACTOR** in outreach activities to the community and in group orientations for CalWORKs customers referred to SET.
11. Provide employer leads to **CONTRACTOR**.
12. **COUNTY** CalWORKs Employment Services case managers and Family and Children's Services social workers respond to inquiries from **CONTRACTOR**

within 2 working days and work cooperatively with **CONTRACTOR** Employment Service Specialists to resolve issues.

13. **COUNTY** staff shall inform **CONTRACTOR** promptly when a SET referral or participant's status changes or when **COUNTY** has information that may impact SET placement and employment.
14. **COUNTY** will schedule a quarterly meeting with **CONTRACTOR** to review the status of the **SET for Work** program, including progress toward enrollment and employment goals. The meeting will address policy and procedural issues as needed.
15. Additional meetings that include **COUNTY** and **CONTRACTOR** supervisory and line staff will be scheduled at least twice during the term of the program.

VIII. SET PROGRAM PERFORMANCE STANDARDS

- Ninety percent (90%) of customers referred to SET will be placed in a SET position within 45 days of their SET orientation or individual intake appointment with the **CONTRACTOR**.
- Eighty percent (80%) of customers hired for a SET position will remain in their position 3 months or more.
- Although no performance standard is set for this outcome, the **CONTRACTOR** will track and report to **COUNTY** the number of participants that exit the program due to achieving unsubsidized employment, the employer, and starting wage, when known.

IX. MONTHLY REPORTS

CONTRACTOR shall provide **COUNTY** with the following monthly reports by the 20th of each month:

1. **SET for Work Monthly Participant Status Report** submitted to the County contract manager that summarizes the status of all referred customers to that date. It will include the participant name, CalWORKs Case number (CalWORKs participants), date of referral, placement within 45 days information, SET job site, hours per week employed, and hourly wage information. A separate page will identify referred customers who did not start the program and customers who have been terminated, with the termination date and reason.
2. **Monthly individual participant reports** submitted to the referring worker that summarize the SET participant's attendance, goals met, and satisfactory/non satisfactory progress for the prior month.

3. Copies of **Timesheets** will be submitted with the monthly invoice (see **PAYMENT PROVISIONS**). Timesheets will identify the participant and show pay period beginning and ending dates, hourly rate, hours worked, benefits paid, and the cash value of the employer in-kind training and supervision provided during the pay period.

X. PAYMENT PROVISIONS

COUNTY shall pay **CONTRACTOR** in accordance with Article I of Exhibit B, Payment By County. Claims for payment shall be submitted in the form set forth in **Exhibit DDD** by the 10th of the month for services rendered in the previous month. **CONTRACTOR may invoice County twice a month, dividing the amount claimed into two invoices.** The maximum amount to be paid by **COUNTY** to **CONTRACTOR** under this agreement shall not exceed **\$3,961,626.00, 80% of the Total Costs reported with remaining 20% reported to meet the required 20% match from non-federally funded sources.**

MONTEREY COUNTY/SHORELINE WORKFORCE DEVELOPMENT SERVICES
 SET for WORK Program Budget

EXHIBIT CCC

Category	FTE	Project Budget	Contract Budget	Match Amount (20% or more)	Description of Match
Personnel:					
Employment Services Specialist	1	3,000	3,000		
Employment Services Manager	0.5	31,827	31,827		Original agreement thru 9/30/09
Employment Services Specialist	5.5	183,380	164,660	18,720	5 from WEX contract
Financial Manager	0.1	6,000	6,000		
Senior VP Workforce Development	0.2	20,000	10,000	10,000	In-kind from Shoreline
Payroll Clerk / Payroll Service		20,000	20,000		
Subtotal		264,207	235,487	28,720	
Fringe Benefits @ 16%		43,234	37,678		
Payroll taxes @ 8%		21,617	18,839		
Subtotal		64,851	56,517	8,334	Benefits for .5 ESS-WEX & .10 Financial Manager & VP
Total Salary & Benefits		329,058	292,004	37,054	
Operating Expenses:					
Utilities - Power & Water		4,200	4,200		
Postage & Shipping		500	500		
Office Supplies (Consumables)		6,400	6,400		
Computer/Hardware/Peripherals		5,500	3,500	2,000	In-Kind from Goodwill
Telephone/Cell/Pagers/Internet		5,900	5,000	900	WEX contract, .5 ESS
Local Travel		4,287	3,400	887	WEX contract, .5 ESS
Staff Training		1,600	600	1,000	2 trainings provided by Goodwill
Outreach/Advertising/Printing		3,000	3,000		
Professional Services		2,040	1,500	540	Goodwill in-kind
Total Operating Expenses		33,427	28,100	5,327	
Indirect Supportive Cost		71,157	33,601	37,556	Goodwill in-kind
Total Operating Expenses & Indirects		104,584	61,701	42,883	
SET Wages/Payroll Expense & Employer supervision/ training:					
Wages		2,903,323	2,903,323		
Benefits & Payroll taxes @ 24%		696,798	696,798		
Payroll Processing Fees		7,800	7,800		
Employer Supervision & Training*		910,470		910,470	In-Kind from employers
Total Wages, Payroll, Training		4,518,391	3,607,921	910,470	
TOTAL PROGRAM COST		4,952,033	3,961,626	990,407	

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