

ORIGINAL

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This **Agreement** is made 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,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide administrative support and wage subsidies for the Expanded Subsidized Employment (ESE) Program for CalWORKs customers.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 2,597,172.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from October 1, 2014 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

See List of Exhibits, Page 10 (a)

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Marcie Castro, MA III	Wil Moore, Program Manager
Name and Title	Name and Title
730 La Guardia Street	1325 North Main Street
Salinas, CA 93905	Salinas, CA 93906
Address	Address
(831) 796-3398	(831) 287-2365
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____
11/7/14

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____
11/7/14

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Goodwill Industries of Santa Cruz, Monterey & San Luis Obispo Counties, a California Non-Profit Corporation, dba SHORELINE WORKFORCE DEVELOPMENT SERVICES

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Edward Turce President
Name and Title

Date: _____
11/5/14

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
NICHOLAS ANDREWS
VP FINANCE

Name and Title

Date: _____
11/5/14

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LIST OF EXHIBITS

Goodwill Industries, dba SHORELINE WORKFORCE DEVELOPMENT SERVICES

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Invoice
Exhibit D	Monthly Report
Exhibit E	DSS Additional Provisions
Exhibit F	HIPAA Certification
Exhibit G	Audit Provisions
Exhibit H	Lobbying Certification
Exhibit I	ESE Progress Report
Exhibit J	Worksite Agreement
Exhibit K	ESE Participant Handbook
Exhibit L	Form CWES 123

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

and

Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo Counties, a California Non-Profit Corporation, dba SHORELINE WORKFORCE DEVELOPMENT SERVICES

October 1, 2014– June 30, 2016

Scope of Services/Payment Provisions

A. CONTACTS

Contract Administrators:

County	GW
<p>County Contract Manager: Marcie Castro Management Analyst III CalWORKs Employment Services 730 La Guardia Street Salinas, CA 93905 831-796-3398 castrom@co.monterey.ca.us</p> <p>Fiscal Contact: Melissa Mairose Finance Manager II Department of Social Services 1000 South Main Street, Suite 306 Salinas CA 93901 831-755-4433 mairosema@co.monterey.ca.us</p>	<p>GW Manager: Wil Moore Program Manager Goodwill Industries 1325 N Main Street Salinas CA 93906 831-287-2365 Wmoore@scgoodwill.org</p> <p>Fiscal Contact: Nicholas Andrews Director of Finance Goodwill Industries 350 Encinal Street Santa Cruz, CA 95060 (831) 423-8611 Fax: (831) 423-8968 nandrews@scgoodwill.org</p>

B. PURPOSE

The purpose of this agreement is to provide administrative and wage subsidy funding to Goodwill Industries, dba Shoreline Workforce Development Services to provide an Expanded Subsidized Employment (ESE) training program and unsubsidized job coordination for CalWORKs customers.

C. PROGRAM DESIGN

Goodwill Industries (GW) will provide expanded subsidized employment, training, supervision, intensive case management, job performance evaluations and unsubsidized job coordination for 100 eligible CalWORKs Welfare-To-Work customers. ESE will be offered at Goodwill stores throughout the county, the Department of Social Services (DSS), the Monterey County Department of Child Support Services, the Monterey County Public Defender’s Office and other COUNTY office locations as established.

GW job coordinators will assist customers to transition into unsubsidized, or partially subsidized, positions as soon as the customer is determined to be 'work ready' with no lapse in employment.

- a. Work ready is determined by the GW job coordinators assessment of the customer based upon interviews and ESE Site supervisor's input into the customers ESE Progress Report, (**Exhibit I**).
1. Target Population will be all eligible CalWORKs customers.
 2. Targeted number of customers: 100
 3. While in the ESE program, customers will be scheduled to participate in a week long paid Job Readiness and Retention Academy. The academy curriculum will be reviewed and approved by the COUNTY in collaboration with GW. Actual physical locations for the academy will vary by geographic enrollment. The Academy will provide the required Work Participation Rate hours.
 4. Subsidized Wages
 - a. \$10.00 Maximum: The customer will receive \$9.00 per hour while in subsidized employment and the Academy.
 - b. The customer will receive an incentive of \$1.00 per hour for every hour each month the customer meets their minimum required Work Participation Rate hours (WPR hours) while in ESE.
 - c. Customers must work at least their minimum required WPR hours each month to remain in ESE. Some site locations may require more hours than the customer's WPR hours. In order to participate in ESE at those sites, the customers must agree to work the number of hours required by the site. *For example: A customer is only required to work 35 WPR hours but the site requires an FTE at 40 hours per week.*
 5. Duration of subsidized positions at GW ESE sties:
 - a. Subsidized payments are authorized for up to twelve (12) weeks at GW ESE sites
 - b. During the initial four week placement GW works to assess and improve each customer's individual soft and hard job skills.
 - c. After the initial four (4) weeks customers with an overall progress report rating of *Satisfactory* or above, as outlined in the Progress Report (Exhibit I), may be retained in ESE for an additional eight (8) weeks for a maximum of twelve (12) weeks dependent upon available space and funding.
 6. Duration of subsidized positions at Non-GW ESE sties:
 - a. Subsidized payments are authorized for a maximum of four months at Non-GW ESE sites.
 - b. After the initial month customers with an overall progress report rating of *Satisfactory* or above, as outlined in the Progress Report (Exhibit I), may be retained in ESE for an additional three (3) months dependent upon available space and funding.
 - c. Customers at Non-GW Sites are dismissed from ESE by the Site Supervisor for unsatisfactory performance.
 - d. Site Supervisors are required to notify GW and the CWES Contact of any terminations.
 - e. Site Supervisors are required to notify GW and the CWES Contact to request to offer an extension beyond 4 months.

7. Extensions of Subsidized Employment. GW must obtain written authorization *in advance* from the COUNTY Contract Administrator to extend a placement.
 - a. Extensions may be granted if funding is available and additional time will increase the likelihood of either of the following:
 - i. The participant obtaining unsubsidized employment with the participating employer.
 - ii. The participant obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.
8. ESE positions are exempt from unemployment insurance per section 634.5 of the Unemployment Insurance Code.
9. GW will provide Worker's Compensation for ESE customers.

D. GW RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of GW are outlined as follows:

1. Provide programmatic oversight of the ESE responsibilities provided under this Agreement.
2. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
3. Schedule regular monthly meetings during the term of this Agreement with essential staff to review the status of the program, including progress toward enrollment and employment goals, policy and procedural issues and transition plans for customers as they time out of placement. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this Agreement.
4. Maintain case notes, progress notes, and steps taken to address issues.
5. Fax the CWES Form 123 (**Exhibit L**) each week showing the employment hours completed to the CWES OA II weekly for GW placements and Monthly for Non-GW placements.
6. Collect time sheets, verify work hours, process and issue subsidized wage payments to customers at each ESE site every other week.
7. Begin job coordination of unsubsidized employment as soon as the customer is determined to be work ready for GW ESE customers and in the third month of subsidized employment for Non-GW ESE customers.
8. Distribute and provide an overview of the following worksite forms and processes with customers and site supervisors at all ESE locations prior to customer's start date
 - a. ESE Progress Report (**Exhibit I**)
 - b. Worksite Agreement (**Exhibit J**)
 - c. ESE Participant Handbook (**Exhibit K**)
 - d. Employee Time Card
 - e. Worksite Safety Orientation for the subsidized employee
 - f. Paid participant orientation
9. Provide CWES customers with the following:
 - a. Receive CWES Customer Referrals by e-mail.
 - b. Host ESE Enrollment Orientations at Shoreline Career Center, CWES office or other locations monthly or as often as needed to facilitate quick engagement.
 - c. Provide ESE enrollment applications available for drop in at Shoreline Career Center M-F 9-4 to facilitate quick engagement.

- d. Contact the approved CWES customer(s) to schedule the date and time of orientation within one (1) working day of receiving the referral.
10. Develop a job site placement for customers within 2 working days of receiving the referral packet that match the required work participation rate hours (WPR).
- a. Provide the ESE Worksite Agreement (Exhibit J) which includes weekly hours, schedule, wages, and date customer is placed to CWES Case Manager, and Site Supervisor at each ESE Site
11. Intensive customer case management:
- a. Provide intensive case management throughout the customer's referral and subsidized employment opportunity to enhance job acquisition and retention.
 - b. The Job Skills Trainers will work at each ESE GW site to provide hands on training and job duty supervision.
 - c. Site Supervisors work at each Non GW ESE site to provide hands on training and job duty supervision.
 - d. The Employment Services Specialist (ESS) *Job Placement Specialist* will provide regular (at a minimum weekly) contact with the customer and Skills Trainer or Non-GW Site Supervisor to address any employment issues, barriers, develop training plans, etc..
 - e. The ESS *Job Placement Specialist* will provide weekly updates to the assigned CWES Case Manager throughout the customer's referral and subsidized employment opportunity. This assures early identification of issues and facilitates coordinated action.
 - f. Document all communication in the customer's case narrative.
 - g. The *Job Coordinators* will:
 - i. Coordinate a job site placement for customers that match, to the extent possible their WTW Plan employment goal and place "work ready" ESE customers in unsubsidized employment as soon as possible and no later than completion of the customer's placement in ESE.
12. Submit reimbursement claims to COUNTY monthly by completing **EXHIBIT C**, ESE Invoice.
13. Collect, analyze and report performance to COUNTY monthly by completing a monthly report, **EXHIBIT D**, to include:
- a. Individual Participant names, hours completed, wages earned and CalWORKs grant amount from the month prior to placement in ESE;
 - b. Number of customers, Names and Case Numbers;
 - c. Number of customers, Names and Case Number of customers who entered into subsidized employment, those who exited, those who found unsubsidized employment, and the earnings of the customers before and after the subsidy;
 - d. Number of customers, Names and Case Numbers of ESE participants who met their required WPR;
 - e. The names and addresses of employers contacted for unsubsidized job coordination, and the outcome of the coordination effort.

14. GW shall communicate at a minimum within two (2) working days to:
 - a. Respond to inquiries from CWES Case Mangers, Non-GW Site Supervisors and copy the CWES Supervisor regarding a referral or placement.
 - b. Share any changes in customer status or circumstances that impact employment to the assigned CWES Case Manager and Non-GW Site Supervisor.
 Immediate notification by phone or in person will be attempted; followed with an e-mail of the case narrative.
 - c. Be available for meetings as needed with CWES Case Managers, Non-GW Site Supervisors and customers.

E. NON-DISPLACEMENT PROVISIONS

Subsidized placement shall not result in any of the following:

1. Displacement or partial displacement of current employees, etc.;
2. The filling of positions, which would otherwise be promotional opportunities for current employees;
3. The filing of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements;
4. The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget;
5. The filling of a position created by termination, layoff, or reduction in work force, etc.;
6. A strike, lockout or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers;
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or funded positions are vacant or regular employees laid off;
8. The termination of a contract for services, prior to expiration date, that results in displacement full or partial of workers performing contracted services;
9. The denial to a customer or employee of protection afforded other workers on the work site by state and federal laws governing workplace health, safety, and representation. [WELFARE & INSTITUTIONS CODE SECTION 11324.6]

F. COUNTY REPSONSIBILITIES

In accordance with the principles of this agreement, the duties and responsibilities of the COUNTY are outlined as follows:

1. Report to the State as required regarding AB 74 Expanded Subsidized Employment expenditures and participation.
2. Review monthly invoices and reports submitted by GW and forward to the Administrative Services Branch for payment.
3. Identify and refer Ten to Fifteen (10-15) CalWORKs customers each month.
 - a. Provide GW with the following customer information:
 - i. Name, Contact Number, Employment Goal, SAGE Assessment, if available, pre-screening for positions located at the Department of Social Services, the Monterey County Department of Child Support Services, and the Monterey County Probation Department.

4. Communicate at a minimum within two (2) working days to:
 - a. Respond to any inquiries from GW regarding an ESE referral or placement.
 - b. Share any changes in customer status or circumstances that impact ESE.
 - c. Be available for meetings as needed with the GW and/or customer.

G. PAYMENT PROVISIONS:

1. **GW** shall provide to the COUNTY Contract Manager:
 - a. Completed Report, **Exhibit D**, pages one and two, no later the 10th of the month. Claims for payment cannot be processed until the monthly report has been received and approved.
 - b. Completed Monthly Invoice, **Exhibit C**, no later the 10th of the month following the month of service.
 - i. The invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
 - ii. COUNTY Contract Manager shall review and forward the approved invoice to the Administrative Services Branch.
 - c. COUNTY Fiscal staff will meet with GW and Program Managers quarterly to monitor budget status.
2. The maximum amount to be paid by **COUNTY** to **GW** under this Agreement shall not exceed **two million five hundred ninety-seven thousand one hundred and seventy-two dollars (\$2,597,172)**.

Goodwill Industries
 October 1, 2014 - June 30, 2016
BUDGET

	10/1-6/30/15		
	FY 14/15	FY 15/16	Total
# of Clients	100	100	
# of Hours per Client	1,075	1,075	1,075
Total # of Hours	60,709	82,500	143,209
Min. Wage Avg.	\$10.00	\$10.00	\$10.00
Total Paid Wages	\$607,095	\$825,000	\$1,432,095
Tax Rate 15% (Includes Workers Compensation)	\$91,064	\$123,750	\$214,814
Net Wage Subsidy	\$698,159	\$948,750	1,646,909
Salary/Benefits	\$354,390	\$405,820	\$760,210
<i>Administrative Costs</i>	\$35,439	\$40,582	\$76,021
<i>Overhead costs</i>	\$53,159	\$60,873	\$114,032
Total Costs	\$1,141,147	\$1,456,025	\$2,597,172

If Contractor exceeds 10% in a line item, a revised budget will be required for DSS written approval. If the contractor is requesting to exceed an individual item in the budget in a specific fiscal year, DSS will have the flexibility to approve a Budget Revision for that line item, so long as the overall fiscal amount of the agreement does not change and the scope of work does not substantially change.



INVOICE

Expanded Subsidized Employment
10/1/2014 - 6/30/2016

Goodwill Industries of Santa Cruz, Monterey & San Luis Obispo Counties
PO #
Vendor ID

Period of Service: _____

CATEGORY	TOTAL CONTRACT	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Program Coordination				
Salaries / Benefits	\$ 760,210.00			
Administrative	\$ 76,021.00			
Overhead	\$ 114,032.00			
Total Program Coordination	\$ 950,263.00			
Wage Subsidy	\$ 1,646,909.00			
TOTAL	\$ 2,597,172.00			

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

Authorized Signature - Goodwill Industries Title Date

Authorized Signature - Monterey County DSS, CWES Title Date

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices 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. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit C**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

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, **Exhibit B**. Only the costs listed in **Exhibit B** 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.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after

EXHIBIT E

CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, 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.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

EXHIBIT E

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit

EXHIBIT E

their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

EXHIBIT E

- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

EXHIBIT E

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Wil Moore** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of

EXHIBIT E

COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSES Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSES Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSES Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Division Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social & Employment Services.

B. CONTRACTOR's appeal of the Division Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

EXHIBIT E

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT F

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT F

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Goodwill Industries, dba SHORELINE WORKFORCE DEVELOPMENT SERVICES

By: Edward J. Smith

Title: President/CEO

Date: 11/5/14

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit, or audit report, required herein no later than 120 days after the close of CONTRACTOR's Fiscal Year. If CONTRACTOR's fiscal records adhere to a Fiscal Year different from COUNTY's, then CONTRACTOR's audit will include a schedule(s) coinciding with COUNTY's Fiscal Year (July-June), or CONTRACTOR may submit a program specific audit coinciding with COUNTY's Fiscal Year (July-June).

In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY in order to grant the extension. The submittal of the audit will continue to be required and due **no later than six (6) months** after the close of CONTRACTOR's fiscal year-end.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. **The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

-OR-

2) If CONTRACTOR is not required to have an annual independent audit conducted in accordance with **both** Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with COUNTY's request, **then** an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted *as long as the audit includes this grant/program as part of the testing*. **The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

EXHIBIT G

COUNTY reserves the right to require a program specific audit at COUNTY's discretion.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.


If CONTRACTOR is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Goodwill Industries, dba SHORELINE WORKFORCE DEVELOPMENT SERVICES



(signature of authorized representative)

11/5/14

(date)

CERTIFICATION REGARDING LOBBYING

Goodwill Industries, dba SHORELINE WORKFORCE DEVELOPMENT SERVICES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Edward J. Decker
Signature

President / CEO
11/5/14
Title

GOODWILL INDUSTRIES
Agency/Organization

11/5/14
Date

ESE PROGRESS REPORT

Exhibit I.

To help us determine the ongoing success of this ESE placement, your input is greatly appreciated.

Please complete the progress report below every two weeks at GW locations and monthly at Non Goodwill Locations. Fax Completed Form to the Shoreline Case Manager and CWES Case Manager.											
ESE Site Name / Contact Person:	Shoreline Case Manager:		CWES Case Manager:								
Telephone:	Telephone:		Telephone:								
Fax:	Fax: 831-287-2351		Salinas Fax: 755-8487 Seaside Fax: 899-8269 King City Fax: 386-6800								
Participant Name:	Required Hours per Week:		Rating Period:								
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"></td> <td style="width: 12.5%; text-align: center;">Excellent</td> <td style="width: 12.5%; text-align: center;">Very Good</td> <td style="width: 12.5%; text-align: center;">Satisfactory</td> <td style="width: 12.5%; text-align: center;">Needs Improvement</td> <td style="width: 25%;"></td> </tr> </table>							Excellent	Very Good	Satisfactory	Needs Improvement	
	Excellent	Very Good	Satisfactory	Needs Improvement							
Place "X" in appropriate box	Excellent	Very Good	Satisfactory	Needs Improvement	Comments						
1. Attitude (Wants to learn and work hard)											
2. Cooperation (With supervisor)											
3. Dependability (Follows directions completely and well)											
4. Punctuality (Arrives to work on time)											
5. Works Required Hours Weekly (An average of 22, 32, 38)											
6. Work Habits (Knows what to do as a daily routine)											
7. Initiative (Doesn't stand around; asks to do new things)											
8. Quality of Work (Neatness, accuracy, and organization)											
9. Relationship With Co-Workers											
10. Personal Appearance (Appropriate dress, cleanliness, neatness)											
11. Faxes signed CWES 123 by noon each Monday for GW site or Monthly for Non GW Sites.											

Additional Comments:

Site Supervisor Signature

Participant Signature

ESE Site Supervisor (GW and Non GW) to Customer, Shoreline CM and CWES CM.

ESE PROGRESS REPORT

Exhibit I.

To help us determine the ongoing success of this ESE placement, your input is greatly appreciated.

GOOD WILL (GW) SITES:

1. ESE Participants must work at least their minimum required hours to remain in ESE at all sites. Some site locations may require more hours than the participants Work Participation Requirement. In order to participate in ESE at those sites, the participant must agree to work the number of hours required by the site. *For example: A customer is only required to work 32 hours by CalWORKs but the site requires an FTE at 40 hours per week.*
2. Participants may be transferred among GW SITES as needed for program operations.
3. Participant progress at GW SITES is rated every two weeks throughout the duration of ESE.
4. During the initial four week placement GW works to assess and improve soft and hard job skills.
 - a. After the initial four (4) weeks;
 - i. Participants with an overall progress report rating of *Satisfactory* or above may be retained in ESE for an additional eight (8) weeks for a maximum of twelve (12) weeks dependent upon participant progress, available space and funding.
 - ii. Participants with an overall evaluation rating of *Needs Improvement* are provided written documentation of needed improvement and may be offered employment at another GW location if appropriate. Participants are expected to demonstrate improvement in the areas documented in the following 2 weeks.
 1. If improvement is noted – the participant may continue in the ESE placement as outlined in number 3. a. i above.
 2. If no improvement is noted – or if the improvement is not sustained during the remainder of the placement, the ESE opportunity is terminated and the CWES Case Manager is notified so CWES can work with the customer to address the identified issues.
5. Job coordinators work with participants and the CWES case manager to help the participant obtain unsubsidized employment as soon as they are determined to be work ready. Participant interaction with job coordinators and assignments is coordinated by GW with each site supervisor and the CWES Case Manager.

NON GW SITES:

1. Participants are selected to participate at NON GW SITES after demonstrating work readiness through progress reports, passing an interview and the selection process facilitated by the NON GW SITE Supervisor.
2. Participants may be transferred among NON GW SITES as needed for program operations.
3. ESE Participants must work at least their minimum required hours to remain in ESE at all sites. Some site locations may require more hours than the participants Work Participation Requirement. In order to participate in ESE at those sites, the participant must agree to work the number of hours required by the site. *For example: A customer is only required to work 32 hours by CalWORKs but the site requires an FTE at 40 hours per week.*
4. Selected Participants are rated at least monthly throughout the duration of ESE by the NON GW SITE Supervisor and the report is faxed to GW and CWES Case Managers.
5. After the first month selected participants with an overall progress report rating of *Satisfactory* may be retained in ESE for an additional three (3) months at the discretion of the NON GW SITE Supervisor for a maximum of four (4) months dependent upon participant progress, available space and funding.
 - a. Unsatisfactory progress in any area of the job progress report may result in dismissal from ESE by the NON GW Site Supervisor.
 - b. NON GW SITES Supervisors notify the GW and CWES Case Managers of any terminations.
 - c. NON GW SITES Site Supervisors notify GW and the CWES Contact to request an extension of ESE beyond 4 months.
6. Job coordinators work with customers to obtain unsubsidized employment in month three (3) of the ESE placement. Participant interaction with job coordinators and assignments is coordinated by GW with the NON GW SITES Site Supervisor and the CWES Case Manager.

ESE Site Supervisor (GW and Non GW) to Customer, Shoreline CM and CWES CM.

ESE Site AGREES:

1. To provide the above-named participant a temporary job listed above, to provide supervision and instruction regarding duties and work activities, and to orient the participant to the business's policies, specific job responsibilities, procedures, safety instructions, and regulations. This orientation will also include appropriate dress, work hours and break times, and other ESE Site expectations. The ESE Site will provide equipment necessary for injury and damage prevention.
2. The ESE participant will be working under the same standards, conditions, benefits (except Unemployment Insurance) as similarly-situated regular employees, and these conditions will comply with all State and Federal regulations governing health and safety, Worker's Compensation, and labor laws.
3. To keep accurate records of the ESE participant's attendance, and complete the Time Card/Progress Report (attached) at the end of each month and submit it to the ESE Rep in person, by fax to (831) 287-2351.
4. To notify the ESE Representative ASAP of any difficulties the site may be experiencing with the new hire during the agreement period (i.e. attendance, communication, or performance issues). The site will notify the ESE Rep listed above of any significant change in job position/main duties (promotion, demotion, reassignment, hours change, etc.), or before terminating the participant for any reason. The site agrees to provide ESE a completed Time Card/claim within three (3) days of termination.
5. To ensure that participant work hours do not fall below the number of hours specified in this agreement.
6. To complete and distribute an Employee Progress Report monthly to the participant, Shoreline Case Manager, and CWES Case Manager
7. To allow the participant time off to complete required job search activities as needed and once per week during the final month of participation.

SHORELINE CCM AGREES:

1. To visit and/or contact the site on a schedule to be mutually agreed upon for: picking up Time Cards/progress reports, to ensure satisfactory progress of new employee, and/or to coordinate supportive services needed by site or participant.
2. To provide ESE Site Agreement, time card and monthly progress report to County CWES Case Manager.
3. To perform the duties outlined in the scope of services between the County of Monterey and Goodwill Industries.

GENERAL PROVISIONS:

1. This agreement may be terminated by either party upon ten (10) days advance written notification. The site agrees not to terminate the employee without first notifying the ESE Rep listed above. This agreement may be terminated at the discretion of the Service Provider if funding becomes unavailable, or if the site:
 - a) Fails to meet the performance criteria specified in this agreement.
 - b) If a participant is unable to continue in the program, as determined by Service Provider's staff.
2. The Service Provider listed above is a California Non-profit Corporation 501 (c) 3 and or is authorized to implement the ESE program by the County of Monterey.
3. No person shall be denied training or employment; excluded from benefits, or discriminated against because of race, color, religion, sex, national origin, age, handicap, physical or mental disability, medical condition, marital status, sexual orientation, or political affiliation or belief.
4. A ESE position may not be created as the result of, and may not result in, any of the following: Displacement of current employees, including overtime currently worked by these employees; the filling of positions which would otherwise be promotional opportunities for current employees; the filling of a position, prior to compliance with applicable personnel procedures or provisions; the filling of a position created by layoff, or reduction in workforce; the filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs; a strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees. Activities under this agreement shall not violate any provisions limiting sectarian or political activities.

SIGNATURES

The undersigned approve this agreement. This agreement will not take effect and no person shall begin working until this agreement is signed and dated by both parties and returned to the ESE Representative listed above.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties signed below:

FOR ESE SITE:

FOR Shoreline Case Manager:

Print Name and Title of Authorized Signer

Print Name and Title of Authorized Signer

Signature

Signature

Date

Date



A Division of Goodwill
SHORELINE
Workforce Development Services

One Business
& Changing Lives

Handbook

Expanded Subsidized Employment at Goodwill

A division of Goodwill Industries of Santa Cruz, Monterey & San Luis Obispo, Inc.

Know Your Rights

WELCOME! Congratulations on taking an important step towards your future. Our services are offered to everyone regardless of physical or mental disability, race, color, sexual orientation, age, religion/spirituality, or national origin. This is a positive learning environment. You will be treated with dignity and respect.

Information about you and your participation in our programs is **confidential**. Access to personal files and other information is restricted to the professional staff working directly with you and third parties authorized by you through the Authorization for Release of Information Form. You may request copies of your files and you will be given a copy of paperwork signed by you.

You have a right to privacy. There may be times, whether individually or in a group setting, you will be asked to express yourself. We respect your wish to share or not to share.

You have the right to be protected. If you make known a plan to harm/endanger yourself or others, or disclose harm/neglect of minor children, the law requires that we report such incidents to the proper authorities. You will be referred for supportive services.

Our program and services rely on your input and participation. With the help of a staff member the goals you make for your Vocational Plan are tailored to fit you. You will receive a copy of your Vocational Plan, but you may alter these plans at any time.

Please feel free to make suggestions for improvement or change. Should a situation arise in which you feel you are treated unfairly, or to lodge a complaint, please speak with us. If the situation cannot be resolved informally, please use the formal Grievance Policy procedure. All problems will be resolved within 30 days.

You can expect to grow and thrive in our programs. We encourage you to participate fully for the maximum benefit. We want to help you achieve your goals. Thank you for enrolling at Shoreline.

ADMISSIONS PROCEDURE

Followed by verbal or email referral from a referring agency, we receive a written referral. We then contact you and give you an appointment for a tour/orientation. At that meeting, you receive a program overview and guidelines; you become enrolled, discuss program goals and create a service plan. You then receive a start date and location.

PROGRAM LENGTH

The ESE program is designed to provide you with the opportunity to meet your Work Participation Rate (WPR) while in a paid employment experience for at least one month. ESE Participants must work at least their

minimum required hours and receive at least an overall rating of Satisfactory on progress reports to remain in the program.

Some site locations may require more hours than your WPR. In order to participate in ESE at those sites, you must agree to work the number of hours required by the site; staff will work with you to support your ability to successfully meet the individual work requirements of the job site.

Participants may be transferred to another work site as needed by the program.

Initially, you will be assigned to a work site for four weeks, during which time staff will assess and work with you to improve your job skills (both hard skills and the essential employability skills needed to retain employment). You will receive a written progress report every two weeks throughout the duration of the program.

During the first four weeks of the program, you will have the opportunity to actively participate in a paid week long Job Retention Academy (JRA). The JRA is very interactive and you are encouraged to discuss any challenges or successes you may have experienced from your past working history.

If you achieve an overall progress report rating of Satisfactory or above you may be retained in ESE for an additional eight (8) weeks for a maximum of twelve (12) weeks. The additional eight weeks of participation is dependent upon your progress, as well as available space, and funding.

Please note that after you have completed the first four weeks of participation you may be moved to another worksite if space is needed for a new participant. In this event, transportation costs will be provided through CWES.

JOB SEARCH POLICY

Participation in job search is a required component of ESE. Shoreline Case Managers will assist you in looking for and obtaining unsubsidized employment. Failure to comply with job search requirements will result in dismissal from ESE.

CWES 123 POLICY

ESE participants are required to complete and fax or drop off the CWES 123 Activity Verification Record weekly to their CWES Case Manager.

FEES AND REFUNDS

There are no charges to the participant, so refunds do not apply.

PROGRESS POLICY

Shoreline monitors your successes, attendance, and areas for growth through Progress Reports. Goals are written in your service plan. Progress is reviewed with you daily/weekly/bi-monthly or monthly as needed. Progress reports are sent to your CalWORKs Employment Services Case Manager.

STAFFING POLICY

Regular ,meetings are held in order to address any problems or concerns regarding your progress. These meetings may include not only Shoreline Staff, but also your CWES Case Manager and/or worksite supervisors.

DISMISSAL POLICY

Upon review of the Vice President for Shoreline Workforce Development Services, you may be dismissed for: excessive absenteeism, an incident of intoxication or drugged state of behavior, possession of weapons, possession of non-prescription drugs or alcohol upon Goodwill's premises, behavior creating a safety hazard, disobedient or disrespectful behavior towards others in programs, administrators or staff members, or any other infraction of conduct. (See examples page 6.)

If you receive an overall evaluation rating of *Needs Improvement* you will be provided with written documentation of needed improvement. You will be given two weeks to demonstrate improvement. You may also be transferred to another GW location if appropriate.

If improvement is noted – you may continue in the ESE placement. The bi-weekly evaluation/progress report will reflect the improvement.

If no improvement is noted – or if the improvement is not sustained during the remainder of the placement, your participation in the program will be terminated. Your CWES Case Manager will be notified and will work with you to address the identified issues.

GRIEVANCE AND APPEAL POLICY

You may question and appeal any occurrence in which you feel harmed. At intake, your Shoreline Workforce Development Services (SWDS) specialist informs you of this policy. Generally, all appeals are handled in as many steps as required to resolve it –by the SWDS specialist, within 48 hours, - by the Vice President of Vocational Services within 1 week, - by the President of Goodwill within 2 weeks. Ask your employment specialist for a form or call (831) 423-8611 ext: 214.

ETHICS POINT STATEMENT FOR STUDENTS AND CLIENTS

Goodwill, the parent company of Shoreline is committed to high ethical standards and compliance with the law in all its operations. All employees are expected to act in accordance with the highest ethical standards, and are encouraged to report any suspected violations of this policy or other questionable financial, accounting, audit matters, or potential legal violations of state and/or federal laws or regulations without fear of retaliation. Goodwill has set up a mechanism to ensure that complaints are investigated in a timely manner and an employee/student/client bringing a complaint is free from retaliation.

Goodwill has established the following procedures for the confidential, anonymous submissions of concerns or complaints by employees, students, or clients regarding possible unlawful or unethical conduct.

FILING A COMPLAINT

Any CWES Customer who has complaints or concerns with respect to unethical or unlawful behavior is strongly encouraged to report such a complaint or concern.

Students or clients may choose to report their concerns directly to the President or Vice President, or contact EthicsPoint Inc., an independent third party organization that Goodwill has hired to receive anonymous complaints from participants. EthicsPoint Inc., will then coordinate the delivery of such complaints to the Audit Committee and/or appropriate Goodwill personnel for investigation and corrective action where needed. Contact information for EthicsPoint is 1-888-241-6934 or www.ethicspoint.com

IN CASE OF EMERGENCY

Remain calm – listen for directions. Staff has been trained for emergency situations. Please review safety guidelines.

FIRE EVACUATION PROCEDURES

1. If you discover a possible fire or life-threatening situation, notify the receptionist.
2. Listen for the Public Address System announcement to evacuate according to the posted **EXIT PLANS**.
3. You will be directed to the safety location, usually the parking lot across from the main building. No smoking is allowed during the evacuation.
4. Traffic is diverted by staff away from the premises.
5. You will either be instructed to leave for the day or return when it is safe to do so.
6. In some cases, this event may be a safety fire drill.

EARTHQUAKE PROCEDURES

1. The receptionist will announce over the P.A. system, "Earthquake" or "Earthquake Drill – seek cover!"
2. Please remain calm. You will seek cover and assume protective position in your immediate area. Remain as so until you hear, "CLEAR!" over the P.A. system.
3. Safe places to seek cover: under a table or desk.
4. Lead personnel will assist disabled individuals in need of help.
5. Avoid windows, glass, hanging objects, and shelves.
6. Stay to center of building, if possible.
7. Do not use stairs; if on stairs, stop and tuck there.
8. HOW TO TUCK: Kneel on the floor with your head tucked in front of your knees, clasping your hands around the back of your head.
9. Catch your breath, assess the situation around you, stay calm, and decide on a plan of action.
 - A. Do not use electrical appliances, or open flame. Do not use phone unless life or death situation.
 - B. Turn on battery operated transistor radio for emergency information.
 - C. Save water, do not flush toilets, this is a good source of emergency water and sewer lines may be broken, causing them to back up sewage into building.
10. The Safety Committee will make a check of each department before announcing, "CLEAR!"
11. After the last aftershock,
 - A. Check for injuries, and administer needed first-aid, worse cases first.
 - B. Check for fire and gas leaks.
 - C. Turn off utilities, if necessary.

GUIDELINES

1. Be on Time.

If you will be late or absent, due to an emergency, please call your Shoreline specialist ***and*** store manager/supervisor at least **30 minutes** before you are scheduled. In case of prolonged absence, you must call in each day you are absent. (Please refer to the Syllabus handout.)

Notify your Shoreline specialist **24 hours** before you have a job interview or other important appointment at times you are supposed to be here. When possible, arrange appointments around your schedule here.

2. **Be honest** about your tasks, such as, homework, record keeping, timecard, forms, and breaks. Complete tasks. If you are having difficulty with a task, talk to your Shoreline specialist for clarification.

3. For Everyone:

“Clock in or out” OR “Sign in” and “Sign out” only for yourself for each appointment, shift or class, and for breaks at the designated area. “Check in” with the receptionist at the front desk when scheduled for meetings with your Shoreline Specialist.

4. For those who have work assignments only:

Stay in your work area during the time scheduled. You should leave the work experience area during break.

5. **Be respectful of others property** including the property of any worksite, participants, others in the building, and staff members.

For Everyone:

Food is only allowed in the lunchroom. No eating, drinking, or gum chewing is allowed any place else. You will have regular breaks to eat and drink. Use lids for beverages when possible.

Warning: The refrigerator is cleaned out weekly.

All items belonging to the worksites should be treated with respect and not removed from the site.

6. Be respectful of your person and others.

When going about at your designated site, do not go into other departments; distract workers at their workstations or students in the classroom.

A positive attitude is encouraged and very important to be successful in competitive employment. Practice smiling and learn to do even the most menial tasks cheerfully.

Park in the assigned areas only or on the street. You are encouraged to car pool, use shuttles, or public transit.

Please conduct personal business after your appointments, classroom, and work experience hours or on your break. There will be designated times and stations to use the telephone.

There is **no smoking** allowed in the building.

7. **Be dressed** to standard and acceptable attire and hygiene for conducting business for your work experience. (See Syllabus for more information.)

8. **Be non-prescription drug and alcohol free.**

Coming to the building inebriated or under the influence of non-prescription drugs or alcohol is not a safe practice. Inform your worker if you are taking a prescription that may affect your motor skills, etc. Do not stop taking your medication without your doctor's permission. Anyone in violation of these standards will be asked to leave for the day. Other disciplinary measures may be taken on a case by case basis.

EXAMPLES OF UNACCEPTABLE CONDUCT

It is impossible to provide an exhaustive list of the kinds of conduct that may result in disciplinary measures, however, the following list mentions examples of conduct that may result in disciplinary action, up to and including discharge.

1. Frequent or excessive absences or tardiness. Failure to notify your worker when you will be absent without a prior excuse.
2. Absences usually for more than 10% of the time scheduled. You are expected to attend 90% or more of the time. See your worker for exceptions.
3. Failure to stay where you are assigned. For example, at your work experience assignment, in the classroom; or entering departments, break room, or restrooms without authorization.
4. Failure to observe schedules for lunch and rest periods.
5. Entering or remaining on the premises other than during scheduled hours, breaks, lunch periods, or within a reasonable time before or after hours as needed for access.
6. Receiving personal phone calls or visitors while at Goodwill without prior approval.
7. Entering hours on another's worksheet/timesheet or punching the time card of another or knowingly permitting another to punch his/her time card or repeated failure to punch own time card.
8. Working on unauthorized personal projects during scheduled time.
9. Smoking in the building or other restricted areas.
10. Falsification of any reports, communications or records including, but not limited to: intake applications, personnel and production records, claims for benefits, welfare to work plans, documentation, time cards, and evaluation sheets.
11. Failure to keep all personal packages, parcels, and bundles at designated areas. Including lunch bags, boxes, and thermos. Personal possessions are not allowed in production or retail areas.

12. Unauthorized use of company equipment or vehicles.
13. Deliberate misuse or careless damage to Goodwill Industries property.
14. Destruction, defacement, concealment, or theft of Goodwill Industries property or the property of an employee, supplier, customer, or business invitee of Goodwill, whether or not such property is actually removed from Goodwill premises.
15. Unauthorized buying/selling of Goodwill Industries merchandise, including all dump items. You may not purchase or hold back, items from our stores for a minimum of the **first three hours** items are placed for sale.
16. Possession, use, distribution, or sale of alcoholic beverages, drugs, or narcotics at Goodwill or during hours.
17. The inability to perform tasks safely due to alcohol, drugs, narcotics, over the counter or prescribed medication.
18. Possessing or bringing firearms, weapons on or to Goodwill property is cause for immediate dismissal.
19. Physical or verbal abusive conduct or speech threatening the safety of customers, visitors, peers or Goodwill staff.
 - A. Use of abusive language, profanity, or improper behavior at Goodwill.
 - B. Fighting, horseplay (rough, boisterous fun) or improper behavior, whether or not provoked on Goodwill premises or during work hours.
20. Insubordination, including but not limited to:
 - A. Deliberate refusal to comply with assignments or instructions
 - B. Deliberate disobedience of any rules or regulations after it has been specifically called to your attention.
21. Continued inefficient or careless performance, and/or failure to meet reasonable standards of efficiency and productivity.
22. Posting or inscribing literature or other material on bulletin boards or other Goodwill property, or removing or defacing literature or other material which has been posted, without approval of Goodwill.
23. Distributing literature or other materials in working areas, during work experience time, or soliciting for any cause.
24. Violation of safety/health rules, including, but not limited to:
 - A. Failure to report accidents or injury immediately to the supervisor in your work experience area, the instructor in your classroom or worker assigned.
 - B. Failure to report exposure to contagious disease immediately.
 - C. Being careless and disorderly at workstations or on Goodwill property thereby endangering the health and welfare of yourself and others.
25. Inadequate personal care and cleanliness. Not following dress code, Policy 8.
26. Violating confidential procedures in any department.
27. Sexual harassment or other unlawful harassment of other trainees, employees, guest or business invitees.

REST AND LUNCH BREAKS

Trainees are required to take designated rest and lunch breaks when scheduled. Such breaks will be taken at the time stated by your supervisor and are scheduled depending on your work shift. Rest breaks are to be taken in designated break areas, as determined by your supervisor.

You are eligible for rest breaks based on your regular work day schedule.

If you are scheduled to work at least six hours a day, you are eligible for two 15-minute rest breaks, one in the first half of the shift and one in the second half.

If you work at least 3 ½ hours per day but fewer than six hours per day, you are eligible for one 15-minute rest break; in some work locations this may be split into two smaller breaks.

If you work fewer than 3 ½ hours a day, you are not eligible for a rest break.

The lunch break is 30 minutes for all trainees working six or more hours per day. You are to take your lunch break, which is unpaid, away from your work area. If you work five hours a day or fewer, you will not receive a lunch break. Your meal break must be taken by the end of the fifth hour of work. If your work day is between five and six hours, the meal break may be waived if agreed to in writing by you and your supervisor.

Meal and rest periods may not be skipped and/or accumulated for purposes of shortening the workday or workweek, or for making up for tardiness/absenteeism.

PAY PERIODS

The pay period for trainees is bi-weekly, from 12:01 a.m. Sunday morning of the first week to 12:00 midnight Saturday evening of the second week. Paychecks are issued on Friday following the end of the pay period worked.

If you are absent from work on payday, you may pick up your check on the next regularly scheduled workday.

PAYROLL DEDUCTIONS

Your paycheck stub shows your gross wages and deductions for Federal and State withholding taxes, Social Security, and other authorized deductions. If you have any questions concerning your pay, check with your supervisor.

OVERTIME AND OVERTIME PAY

Overtime is not permitted.

HOLIDAYS

New Years Day	Closed	Paid
Presidents Day	Open	Paid
Easter	Closed	Unpaid
Memorial Day	Open	Paid
Independence Day	Closed	Paid
Labor Day	Open	Paid
Thanksgiving Day	Closed	Paid

Day After Thanksgiving	Open	Paid
Christmas Day	Closed	Paid
Day After Christmas	Open	Paid
Easter	Closed	Unpaid

CHANGES IN NAME, ADDRESS, TELEPHONE NUMBER OR TAX DATA

Contact your supervisor when there are changes in your name, address, or phone number to ensure that our final wage statement (Form W-2) is sent to the correct address.

CONFLICT RESOLUTION PROCEDURE

When you believe you have been treated unfairly because of working conditions, job assignments, or other related work problems; you may make your problem known through the Conflict Resolution Procedure.

Discuss the problem first with your Skills Trainer and Employment Specialist. A majority of problems are resolved at this point. If the situation cannot be resolved satisfactorily, you may file a formal complaint following the grievance appeal procedures located in this handbook.

PERSONAL BUSINESS, APPOINTMENTS, TELEPHONE CALLS, VISITORS

Doctor, dentist, and other appointments should be made either before or after working hours or as close to the end of the workday as possible so that disruption to the work schedule will be kept to a minimum. Advance approval must be obtained from your supervisor for appointments which require you to be away from work.

Personal phone calls should not be made on Goodwill's phones. Only personal calls that are an emergency will be immediately directed to you via your supervisor. Personal cell phone calls may only be made away from work areas and during non-work hours (that is, they may be used only during rest breaks and meal periods). For safety reasons, cell phones are not to be used while walking or driving.

Personal visitors – including children and pets of employees – are not to be brought to work without prior approval, and are not to be left in a vehicle or left otherwise unattended. Trainees cannot be interrupted while working to meet with personal visitors. Trainees wishing to meet personal visitors during their unpaid meal break should arrange to meet such visitors outside the work location. Should trainee have a visitor who needs to communicate a personal emergency, they will be directed to the trainee's supervisor.

GROOMING

It's important that you dress appropriately for the job, both for appearance and safety. Each job may require different dress depending on duties performed. Your supervisor will advise you as to dress and grooming requirements for your job/work area.

DISCOUNT/PURCHASE POLICY

You are entitled to 20% discount on purchases made in our Goodwill Stores, excluding the Bargain Outlet, the San Luis Obispo Outlet and the Collector's Corner. Vehicles are discounted 10% for trainees. Also excluded are items sold at an auction. **Discount is limited to the trainee only;** it is not available to family members, domestic partners, roommates, or friends. You must be in an active work status in order to qualify for the discount. You are required to show your identification card and personal identification before items or services are rung on the register.

A trainee may not purchase or hold back items before they are placed on the sales floor and made available for sale to all customers for a minimum of three hours. No trainees are allowed to shop any stores during that trainee's working hours. Store trainees are not allowed to shop at the store where they work on a scheduled work day. No shopping is allowed during hours when the store is closed. At no time are you allowed to bring purchases into the Plant, Warehouse, or other work areas. Should you have questions regarding the trainee discount or purchase policies, please ask your supervisor.

PARKING

Due to the importance of reserving sufficient parking space for our customers and visitors, you are to park only in areas designated for trainees/employees. Parking for those with disabilities is available.

EATING AND LOUNGE AREAS

Break rooms are the designated areas to eat and relax. The lobby and front entrance areas to the Encinal St. Plant, Industrial Way Warehouse, and Shoreline Workforce Development Services offices, as well as retail sales areas, are for business use and are not to be used as lounges or places to eat. Trainees are to display courtesy toward each other when using the break room, and are to maintain the break room and related equipment in a clean and orderly manner.

SAFETY, HEALTH, AND SECURITY

At Goodwill Industries, we strive for a standard of zero accidents or injuries. When accidents do occur, we take it most seriously. Accidents are thoroughly investigated by the supervisor/manager, the department director, and Human Resources. The President/CEO reviews each accident report and, depending on the specific circumstances, the injured individual may be interviewed by their supervisor/manager, the department director, a safety representative, the safety committee, and/or the President/CEO. The goal of such investigation is to determine what corrections can be made -- in work systems, human behaviors, or physical surroundings -- to prevent the accident from happening again.

THE RIGHT WAY TO DO ANY JOB IS THE SAFE WAY. Every job at Goodwill can be done safely. Always be alert for conditions that might cause personal injury. **BE CAREFUL!** Report any repairs needed on equipment, furniture, lights, wiring, etc., to your supervisor. Be sure to turn off electrical equipment of any nature as well as lights and fans when not in use or when leaving your department (unless otherwise directed). Be aware of fire extinguisher locations and exits.

Safety training is conducted to instruct you in both general and specific rules as they pertain to your work assignment. Your supervisor will discuss the safety aspects of your assignment and you will be expected to follow the safety rules and perform your job tasks correctly and safely. If you believe that any aspect of doing your assignment puts you at a safety risk, let your supervisor know immediately. Training is also provided by means of evacuation and earthquake drills, safety committee activities, periodic safety meetings, first-aid/CPR training, and fire extinguisher training. Violation of safety rules or procedures is cause for discipline, up to and including termination.

REPORTING ACCIDENTS, INJURIES, AND ILLNESSES

Report all work-related accidents, injuries, and illnesses to your supervisor immediately.

If you fail to report a work-related injury to your supervisor, you could lose your right to benefits. The best policy is to report any work-related accident, injury, or illness promptly, even if it seems minor. If treatment beyond site first-aid is required, your supervisor or Human Resources will send you to the medical facility designated by Goodwill for treatment of such injuries. If you are unable to contact your supervisor or Human Resources, treatment should be obtained at the company-designated medical facility; if this is not possible, you should go to the emergency service nearest you, and report the injury to your supervisor as soon as possible.

IN NO CASE WILL YOU BE ALLOWED TO RETURN TO WORK WITHOUT A SIGNED DOCTOR'S RELEASE.

WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance, which is paid for by Goodwill, provides benefits if you are disabled from injuries arising out of and in the course of training. You are responsible for reporting any related accident, illness, or injury immediately. Failure to do so could jeopardize your right to receive benefits. If medical treatment is necessary beyond company-provided first-aid, the initial treatment must be secured through a Company-approved physician, clinic, or hospital. A list of approved facilities may be obtained from your supervisor, the Human Resources Department, or San Luis Obispo administration. The right to receive treatment from a "personal physician" will be honored only if prior written notice is on file indicating the name of the physician. "Personal physician" means your regular physician and/or surgeon who has previously directed medical treatment for you and who retains your medical records, including medical history.

SAFETY EQUIPMENT

Safety equipment is prescribed for certain jobs. If it is needed for your job, you will be informed by your supervisor and given instruction on how to use the equipment such as gloves, hand trucks, etc.

When safety equipment is issued, you will be expected to use the equipment correctly and safely. Noncompliance with rules concerning safety and use of safety equipment will result in disciplinary action.

SMOKING

In compliance with state ordinances and good health practices, Goodwill facilities are smoke-free. If you have any questions regarding smoking at your particular location, ask your supervisor.

HOUSEKEEPING

Good housekeeping is a matter of teamwork and cooperation, and is important in maintaining a safe work environment. You can help by looking after your equipment and keeping your work area free of clutter. KEEP AISLES CLEAR; they are not to be used for storage. Keep shared areas clean. The general appearance of our facilities and the condition of our equipment are a matter of pride to each of us. Through the efforts of all of us, we can keep Goodwill Industries "**A SAFE AND CLEAN PLACE TO WORK**".

SECURITY

For protection of our property, your fellow trainees and employees, and our guests, we do not allow non-employees into restricted areas such as our plant work areas, inside our donation centers, or the back room receiving/processing areas in our retail stores. If you observe someone who is not known to be a fellow trainee or an employee and is unaccompanied by a staff member, report it to your supervisor immediately.

Goodwill has a zero tolerance policy in regards to violence, or potential violence, in the workplace. Violations of this policy will result in discipline, up to and including termination.

ENTERING AND EXITING COMPANY FACILITIES

For security reasons, you are to use the designated entrances and exits. Except in cases of building evacuations, entering and exiting by any other door may result in disciplinary action. Evacuate the building immediately if you hear an alarm sound; do not wait for evacuation direction.

NAME BADGES

You are required to wear a name badge at all times while on duty. If you have any questions about wearing a name badge, ask your supervisor.

IDENTIFICATION CARDS

Your identification card should be kept with you at all times for verifying your status as a Goodwill Trainee. Your identification must be shown when making any purchases at a Goodwill facility. Your identification card remains the property of Goodwill and is to be returned.

LOCKERS

In some locations, a limited number of lockers are available for storing personal belongings while at work. Lockers are subject to company inspection by Goodwill and/or its designated investigators, at any time and without advance notice.

GOODWILL PROPERTY

Depending on your position, Goodwill may provide you access to equipment to assist you in performing your job. Such items may include, but are not limited to: tools, uniforms, furniture, office equipment such as calculators and computers, and vehicles. All such equipment is the property of Goodwill, to be used for Goodwill-related business purposes only; authorization for use of such items may be revoked at any time.

PERSONAL PROPERTY

Personal property is not to be taken into the Plant or Warehouse workstation areas. When it is necessary to bring a personal item or package to work, lock it in your locker or check it with your supervisor. All personal articles, such as backpacks, briefcases, purses, bags, or lunch boxes are subject to inspection by Goodwill or its designated outside investigators, at any time and without notice.

NOTES

MY NAME: _____

MY PHONE: _____

MY SHORELINE SPECIALIST NAME AND PHONE #:

LOCATION(S): _____

START DATE: _____

TELEPHONE #: _____

ACCREDITATION AND APPROVALS

Accredited by CARF. The Commission on Accreditation of Rehabilitation Facilities. CARF recognizes Goodwill for maintaining its objective; "The rehabilitation of persons with disabilities and providing quality services through individualized and integrated programs".

Service provided to CalWORKs participants are authorized by the Department of Social & Employment Services.

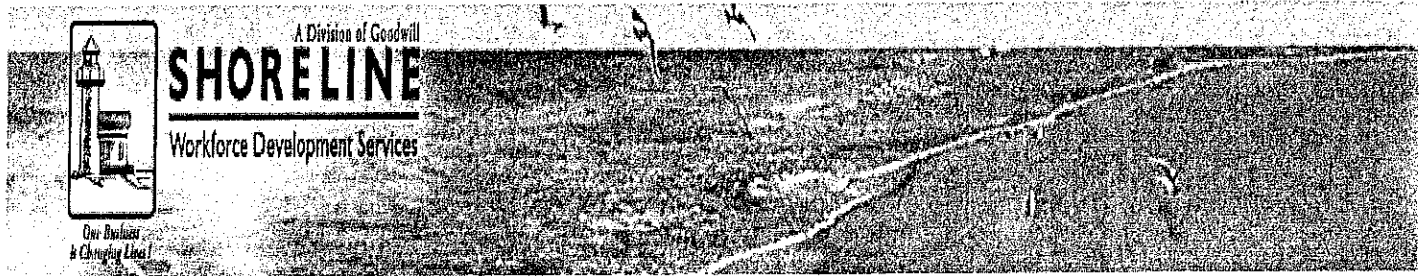
ADMINISTRATION

President and CEO Ed Durkee

Sr. Vice President John T. Collins, II

ADMINISTRATIVE HEADQUARTERS

350 Encinal Street
Santa Cruz, CA 95060
831-429-6415



Handbook

Expanded Subsidized Employment at Non Goodwill Sites

A division of Goodwill Industries of Santa Cruz, Monterey & San Luis Obispo, Inc.

Know Your Rights

WELCOME! Congratulations on taking an important step towards your future. Our services are offered to everyone regardless of physical or mental disability, race, color, sexual orientation, age, religion/spirituality, or national origin. This is a positive learning environment. You will be treated with dignity and respect.

Information about you and your participation in our programs is **confidential**. Access to personal files and other information is restricted to the professional staff working directly with you and third parties authorized by you through the Authorization for Release of Information Form. You may request copies of your files and you will be given a copy of paperwork signed by you.

You have a right to privacy. There may be times, whether individually or in a group setting, you will be asked to express yourself. We respect your wish to share or not to share.

You have the right to be protected. If you make known a plan to harm/endanger yourself or others, or disclose harm/neglect of minor children, the law requires that we report such incidents to the proper authorities. You will be referred for supportive services.

Our program and services rely on your input and participation. With the help of a staff member the goals you make for your Vocational Plan are tailored to fit you. You will receive a copy of your Vocational Plan, but you may alter these plans at any time.

Please feel free to make suggestions for improvement or change. Should a situation arise in which you feel you are treated unfairly, or to lodge a complaint, please speak with us. If the situation cannot be resolved informally, please use the formal Grievance Policy procedure. All problems will be resolved within 30 days.

You can expect to grow and thrive in our programs. We encourage you to participate fully for the maximum benefit. We want to help you achieve your goals. Thank you for enrolling at Shoreline.

ADMISSIONS PROCEDURE

Participants are selected to participate at NON GW ESE SITES after demonstrating work readiness, passing an interview and the selection process facilitated by the NON GW SITE Supervisor.

Participants may be transferred among NON GW SITES as needed for program operations.

ESE at Non Goodwill Sites

Current Non Goodwill ESE Site locations include the Monterey County Child Support, Public Defender and CalWORKs Employment Services offices; additional sites may be added as available.

PROGRAM LENGTH

The ESE program is designed to provide you with the opportunity to meet your Work Participation Rate (WPR) while in a paid employment experience for a maximum of four months. ESE Participants must work at least their minimum required hours, participate in job search and receive an overall rating of Satisfactory or above on progress reports to remain in the program.

After the first month selected participants with an overall progress report rating of *Satisfactory* or above may be retained in ESE for an additional three (3) months at the discretion of the ESE Supervisor.

Some site locations may require more hours than your WPR. In order to participate in ESE at those sites, you must agree to work the number of hours required by the site; staff will work with you to support your ability to successfully meet the individual work requirements of the job site.

PROGRESS POLICY

During your ESE your supervisor will assess and work with you to improve your job skills (both hard skills and the essential employability skills needed to retain employment). You will receive a written progress report every month throughout the duration of the program. You must maintain an overall progress report rating of Satisfactory or above to be retained in ESE for the maximum of four months.

During ESE you are expected actively participate in a paid Job Retention Academy (JRA) and job search to secure unsubsidized employment. The JRA and job search components are very interactive and you are encouraged to discuss any challenges or successes you may have experienced from your past working history.

JOB SEARCH POLICY

Participation in job search is a required component of ESE. Shoreline Case Managers will assist you in looking for and obtaining unsubsidized employment. Failure to comply with job search requirements will result in dismissal from ESE.

CWES 123 POLICY

ESE participants are required to complete and fax or drop off the CWES 123 Activity Verification Record weekly to their CWES Case Manager.

STAFFING POLICY

Regular meetings are held in order to address any problems or concerns regarding your progress. These meetings may include Shoreline Case Managers, ESE Site Supervisors and your CWES Case Manager.

FEES AND REFUNDS

There are no charges to the participant, so refunds do not apply.

DISMISSAL POLICY

NON GW Site Supervisors may terminate an ESE participant for excessive absenteeism, an incident of intoxication or drugged state of behavior, possession of weapons, possession of non-prescription drugs or alcohol upon site premises, behavior creating a safety hazard, disobedient or disrespectful behavior towards others in programs, administrators or staff members, or any other infraction of conduct.

If you receive an overall evaluation rating of *Needs Improvement* you will be provided with written documentation of needed improvement. You will be given two weeks to demonstrate improvement.

If improvement is noted – you may continue in the ESE placement at the discretion of the ESE site supervisor.

If no improvement is noted – or if the improvement is not sustained during the remainder of the placement, your participation in the program will be terminated. Your CWES Case Manager will be notified and will work with you to address the identified issues.

GRIEVANCE AND APPEAL POLICY

You may question and appeal any occurrence in which you feel harmed. At intake, your Shoreline Workforce Development Services (SWDS) specialist informs you of this policy. Generally, all appeals are handled in as many steps as required to resolve it and no later than 2 weeks. Ask your employment specialist for a form or call (831) 423-8611 ext: 214.

ETHICS POINT STATEMENT FOR STUDENTS AND CLIENTS

Goodwill, the parent company of Shoreline is committed to high ethical standards and compliance with the law in all its operations. All employees are expected to act in accordance with the highest ethical standards, and are encouraged to report any suspected violations of this policy or other questionable financial, accounting, audit matters, or potential legal violations of state and/or federal laws or regulations without fear of retaliation. Goodwill has set up a mechanism to ensure that complaints are investigated in a timely manner and an employee/student/client bringing a complaint is free from retaliation.

Goodwill has established the following procedures for the confidential, anonymous submissions of concerns or complaints by employees, students, or clients regarding possible unlawful or unethical conduct.

FILING A COMPLAINT

Any CWES Customer who has complaints or concerns with respect to unethical or unlawful behavior is strongly encouraged to report such a complaint or concern.

Students or clients may choose to report their concerns directly to the President or Vice President, or contact EthicsPoint Inc., an independent third party organization that Goodwill has hired to receive anonymous complaints from participants. EthicsPoint Inc., will then coordinate the delivery of such complaints to the Audit Committee and/or appropriate Goodwill personnel for investigation and corrective action where needed. Contact information for EthicsPoint is 1-888-241-6934 or www.ethicspoint.com

IN CASE OF EMERGENCY

Remain calm – listen for directions. Each ESE Site will review with you their emergency evacuation procedures.

ESE GUIDELINES

9. Be on Time.

If you will be late or absent, due to an emergency, please call your Site Supervisor at least **30 minutes** before you are scheduled. In case of prolonged absence, you must call in each day you are absent. (Please refer to the Syllabus handout.)

Notify your Site Supervisor **24 hours** before you have a job interview or other important appointment at times you are supposed to be here. When possible, arrange appointments around your work schedule.

10. **Be honest** about your tasks, such as, homework, record keeping, timecard, forms, and breaks. Complete tasks. If you are having difficulty with a task, talk to your Site Supervisor for clarification.

11. For Everyone:

“Clock in or out” OR “Sign in” and “Sign out” only for yourself for each appointment, shift or class, and for breaks at the designated area. “Check in” with the receptionist at the front desk when scheduled for meetings with your Shoreline Specialist.

12. For those who have work assignments only:

Stay in your work area during the time scheduled. You should leave the work experience area during break.

13. **Be respectful of others property** including the property of any worksite, participants, others in the building, and staff members. Your site supervisor will provide you information about breakroom and lunchroom policies.

14. Be respectful of your person and others.

When going about at your designated site, do not go into other departments; distract workers at their workstations or students in the classroom.

A positive attitude is encouraged and very important to be successful in competitive employment. Practice smiling and learn to do even the most menial tasks cheerfully.

Park in the assigned areas only. You are encouraged to car pool, use shuttles, or public transit.

Please conduct personal business after your appointments, classroom, and work experience hours or on your break.

15. **Be dressed** to standard and acceptable attire and hygiene for conducting business for your work experience.

16. **Be non-prescription drug and alcohol free.**

Coming to the worksite inebriated or under the influence of non-prescription drugs or alcohol is not a safe practice. Inform your worker if you are taking a prescription that may affect your motor skills, etc. Do not stop taking your medication without your doctor's permission. Anyone in violation of these standards will be asked to leave for the day. Other disciplinary measures may be taken on a case by case basis.

EXAMPLES OF UNACCEPTABLE CONDUCT

It is impossible to provide an exhaustive list of the kinds of conduct that may result in disciplinary measures, however, the following list mentions examples of conduct that may result in disciplinary action, up to and including discharge.

28. Frequent or excessive absences or tardiness. Failure to notify your worker when you will be absent without a prior excuse.
29. Absences usually for more than 10% of the time scheduled. You are expected to attend 90% or more of the time. See your worker for exceptions.
30. Failure to stay where you are assigned. For example, at your work experience assignment, in the classroom; or entering departments, break room, or restrooms without authorization.
31. Failure to observe schedules for lunch and rest periods.
32. Entering or remaining on the premises other than during scheduled hours, breaks, lunch periods, or within a reasonable time before or after hours as needed for access.
33. Receiving personal phone calls or visitors while at work without prior approval.
34. Entering hours on another's worksheet/timesheet or punching the time card of another or knowingly permitting another to punch his/her time card or repeated failure to punch own time card.
35. Working on unauthorized personal projects during scheduled time.
36. Smoking in the building or other restricted areas.
37. Falsification of any reports, communications or records including, but not limited to: intake applications, personnel and production records, claims for benefits, welfare to work plans, documentation, time cards, and evaluation sheets.
38. Failure to keep all personal packages, parcels, and bundles at designated areas. Including lunch bags, boxes, and thermos. Personal possessions are not allowed in production or retail areas.
39. Unauthorized use of company equipment or vehicles.
40. Deliberate misuse or careless damage to ESE Site property.
41. Destruction, defacement, concealment, or theft of ESE property or the property of an employee, supplier, customer, or business invitee of the ESE site whether or not such property is actually removed from the premises.
42. Possession, use, distribution, or sale of alcoholic beverages, drugs, or narcotics.
43. The inability to perform tasks safely due to alcohol, drugs, narcotics, over the counter or prescribed medication.
44. Possessing or bringing firearms, weapons on or to the ESE property is cause for immediate dismissal.

45. Physical or verbal abusive conduct or speech threatening the safety of customers, visitors, peers or ESE staff.
 - C. Use of abusive language, profanity, or improper behavior at Goodwill.
 - D. Fighting, horseplay (rough, boisterous fun) or improper behavior, whether or not provoked on ESE premises or during work hours.
46. Insubordination, including but not limited to:
 - A. Deliberate refusal to comply with assignments or instructions
 - B. Deliberate disobedience of any rules or regulations after it has been specifically called to your attention.
47. Continued inefficient or careless performance, and/or failure to meet reasonable standards of efficiency and productivity.
48. Posting or inscribing literature or other material on bulletin boards or other Goodwill property, or removing or defacing literature or other material which has been posted, without approval of Goodwill.
49. Distributing literature or other materials in working areas, during work experience time, or soliciting for any cause.
50. Violation of safety/health rules, including, but not limited to:
 - A. Failure to report accidents or injury immediately to the supervisor in your work experience area, the instructor in your classroom or worker assigned.
 - B. Failure to report exposure to contagious disease immediately.
 - C. Being careless and disorderly at workstations or on ESE property thereby endangering the health and welfare of yourself and others.
51. Inadequate personal care and cleanliness. Not following dress code policy.
52. Violating confidential procedures in any department.
53. Sexual harassment or other unlawful harassment of other trainees, employees, guest or business invitees.

REST AND LUNCH BREAKS

Trainees are required to take designated rest and lunch breaks when scheduled. Such breaks will be taken at the time stated by your supervisor and are scheduled depending on your work shift. Rest breaks are to be taken in designated break areas, as determined by your supervisor.

You are eligible for rest breaks based on your regular work day schedule.

If you are scheduled to work at least six hours a day, you are eligible for two 15-minute rest breaks, one in the first half of the shift and one in the second half.

If you work at least 3 ½ hours per day but fewer than six hours per day, you are eligible for one 15-minute rest break; in some work locations this may be split into two smaller breaks.

If you work fewer than 3 ½ hours a day, you are not eligible for a rest break.

You are to take your lunch break, which is unpaid, away from your work area. If you work five hours a day or fewer, you will not receive a lunch break. Your meal break must be taken by the end of the fifth hour of work.

If your work day is between five and six hours, the meal break may be waived if agreed to in writing by you and your supervisor.

Meal and rest periods may not be skipped and/or accumulated for purposes of shortening the workday or workweek, or for making up for tardiness/absenteeism.

PAY PERIODS

The pay period for trainees is bi-weekly, from 12:01 a.m. Sunday morning of the first week to 12:00 midnight Saturday evening of the second week. Paychecks are issued on Friday following the end of the pay period worked.

If you are absent from work on payday, you may pick up your check on the next regularly scheduled workday.

PAYROLL DEDUCTIONS

Your paycheck stub shows your gross wages and deductions for Federal and State withholding taxes, Social Security, and other authorized deductions. If you have any questions concerning your pay, check with your supervisor.

OVERTIME AND OVERTIME PAY

Overtime is not permitted.

HOLIDAYS

New Years Day	Closed	Paid
Presidents Day	Open	Paid
Easter	Closed	Unpaid
Memorial Day	Open	Paid
Independence Day	Closed	Paid
Labor Day	Open	Paid
Thanksgiving Day	Closed	Paid
Day After Thanksgiving	Open	Paid
Christmas Day	Closed	Paid
Day After Christmas	Open	Paid
Easter	Closed	Unpaid

CHANGES IN NAME, ADDRESS, TELEPHONE NUMBER OR TAX DATA

Contact your supervisor when there are changes in your name, address, or phone number to ensure that our final wage statement (Form W-2) is sent to the correct address.

PERSONAL BUSINESS, APPOINTMENTS, TELEPHONE CALLS, VISITORS

Doctor, dentist, and other appointments should be made either before or after working hours or as close to the end of the workday as possible so that disruption to the work schedule will be kept to a minimum.

Advance approval must be obtained from your supervisor for appointments which require you to be away from work.

Personal phone calls should not be made on ESE Site phones. Only personal calls that are an emergency will be immediately directed to you via your supervisor. Personal cell phone calls may only be made away from work areas and during non-work hours (that is, they may be used only during rest breaks and meal periods). For safety reasons, cell phones are not to be used while walking or driving.

Personal visitors – including children and pets of employees – are not to be brought to work without prior approval, and are not to be left in a vehicle or left otherwise unattended. Trainees cannot be interrupted while working to meet with personal visitors. Trainees wishing to meet personal visitors during their unpaid meal break should arrange to meet such visitors outside the work location. Should trainee have a visitor who needs to communicate a personal emergency, they will be directed to the trainee's supervisor.

GROOMING

It's important that you dress appropriately for the job, both for appearance and safety. Each job may require different dress depending on duties performed. Your supervisor will advise you as to dress and grooming requirements for your job/work area.

DISCOUNT/PURCHASE POLICY

You are entitled to 20% discount on purchases made in our Goodwill Stores, excluding the Bargain Outlet, the San Luis Obispo Outlet and the Collector's Corner. Vehicles are discounted 10% for trainees. Also excluded are items sold at an auction. ***Discount is limited to the trainee only;*** it is not available to family members, domestic partners, roommates, or friends. You must be in an active work status in order to qualify for the discount. You are required to show your identification card and personal identification before items or services are rung on the register.

A trainee may not purchase or hold back items before they are placed on the sales floor and made available for sale to all customers for a minimum of three hours. No trainees are allowed to shop any stores during that trainee's working hours. Store trainees are not allowed to shop at the store where they work on a scheduled work day. No shopping is allowed during hours when the store is closed. At no time are you allowed to bring purchases into the Plant, Warehouse, or other work areas. Should you have questions regarding the trainee discount or purchase policies, please ask your supervisor.

REPORTING ACCIDENTS, INJURIES, AND ILLNESSES

Report all work-related accidents, injuries, and illnesses to your supervisor immediately.

If you fail to report a work-related injury to your supervisor, you could lose your right to benefits. The best policy is to report any work-related accident, injury, or illness promptly, even if it seems minor. If treatment beyond site first-aid is required, your supervisor or Human Resources will send you to the medical facility

designated by Goodwill for treatment of such injuries. If you are unable to contact your supervisor or Goodwill Human Resources, treatment should be obtained at the company-designated medical facility; if this is not possible, you should go to the emergency service nearest you, and report the injury to your supervisor as soon as possible.

IN NO CASE WILL YOU BE ALLOWED TO RETURN TO WORK WITHOUT A SIGNED DOCTOR'S RELEASE.

WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance, which is paid for by Goodwill, provides benefits if you are disabled from injuries arising out of and in the course of training. You are responsible for reporting any related accident, illness, or injury immediately. Failure to do so could jeopardize your right to receive benefits. If medical treatment is necessary beyond company-provided first-aid, the initial treatment must be secured through a Company-approved physician, clinic, or hospital. A list of approved facilities may be obtained from your supervisor, the Human Resources Department, or San Luis Obispo administration. The right to receive treatment from a "personal physician" will be honored only if prior written notice is on file indicating the name of the physician. "Personal physician" means your regular physician and/or surgeon who has previously directed medical treatment for you and who retains your medical records, including medical history.

SAFETY EQUIPMENT

Safety equipment is prescribed for certain jobs. If it is needed for your job, you will be informed by your supervisor and given instruction on how to use the equipment such as gloves, hand trucks, etc.

When safety equipment is issued, you will be expected to use the equipment correctly and safely.

NAME BADGES

You are required to wear a name badge at all times while on duty. If you have any questions about wearing a name badge, ask your supervisor.

NOTES

MY NAME: _____

MY PHONE: _____

MY SHORELINE SPECIALIST NAME AND PHONE #:

LOCATION(S): _____

START DATE: _____

TELEPHONE #: _____

ACTIVITY VERIFICATION RECORD FOR

[Month & Year]

Return to Worker 27ES
by the 5th of the month. Thank You.

CUSTOMER'S NAME:

CASE NUMBER:

*** COUNTY USE ONLY ***

Hours Summary

Total Days/Hours Activity Attended: ____ / ____ Total Days/Hours Verified Excused Absences: ____ / ____

= Total Hours Entered in the Activity Progress Summary page: ____

Self-Employment Hours Summary

Total Gross Earnings \$ _____ less Expenses \$ _____ (Use Standard (40%) or Actual Expenses from C-IV Expense Detail page
OR Customer's verification of gross income and proof of expenses if no information on Expense Detail page) = Net Earnings \$ _____

Net Earnings \$ _____ ÷ Federal Minimum Wage \$7.25 [eff. 7/24/09] = _____ = Countable Self-Empl. Hrs.

Total Countable Self-Employment Hours _____ + Short-term SE Workshop or Training Course Hours _____ + Total Hours Verified Excused Absences _____

= Total Hours Entered in the Employment Hours Detail page: ____

Other Employment Hours Summary (Earned Income-In-Kind, Commission, Piece Rate, Flat Rate, etc.)

Total Gross Earnings or Value of Work \$ _____ ÷ Fed. Min. Wage \$7.25 [eff. 7/24/09]

= Total Hours Entered in the Employment Hours Detail page: ____

Bus Pass Calculation:

(MST Adult Rate \$ _____) + (MST Child Rate \$ _____ x # _____) = Total MST Rate Payable \$ _____

Mileage:

Daily Round Trip Miles _____ x # days attended _____ = _____ Total Miles

A. _____ 1st 1,000 miles at current IRS rate of _____ ¢ = \$ _____ + B. _____ More than 1,000 miles at 1/2 IRS rate of _____ ¢ = \$ _____
Subtotal (A. + B.) = \$ _____ Less Advance(s) = \$ _____ = Total Mileage Payable \$ _____

Other Rate - Describe: _____ = Total Payable \$ _____

CASE MANAGER AUTHORIZATION	DATE	SUPERVISOR AUTHORIZATION, IF NEEDED	DATE
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CUSTOMER NAME:

REQUIRED MONTHLY HOURS: [select]

[Month & Year]

Enter the NUMBER of hours you attended, worked, or studied. Do this EVERY DAY for EACH CLASS / ACTIVITY / JOB.		[Month & Year]																													
Class/Activity/Job or Study Time	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A.																															
B.																															
C.																															
D.																															
E.																															
Daily Totals																															

Country Use Only: Enter Total Monthly Hours Verified and Approved: _____ / Case Manager Signature & Date:

CUSTOMER INSTRUCTIONS: 1. Employment: Attach proof of employment / self-employment income received during the month. Report actual daily hours worked. Do not include lunch hours. Use a separate line for each employer. Supervisor signature is not required.

2. Other Activities: All other approved activities and hours must be verified by the instructor / counselor / or supervisor of the activity. Use a separate line for each class/activity.

INSTRUCTOR/COUNSELOR/SUPERVISOR: Please sign, enter your phone number and indicate the individual's progress. Your signature certifies verification of the hours listed above.

A. CLASS / ACTIVITY / JOB: Attendance verified by: _____ Progress: Excellent [] Satisfactory [] Needs Improvement [] (Instructor / Counselor / Supervisor Signature) Phone: _____

B. CLASS / ACTIVITY / JOB: Attendance verified by: _____ Progress: Excellent [] Satisfactory [] Needs Improvement [] (Instructor / Counselor / Supervisor Signature) Phone: _____

C. CLASS / ACTIVITY / JOB: Attendance verified by: _____ Progress: Excellent [] Satisfactory [] Needs Improvement [] (Instructor / Counselor / Supervisor Signature) Phone: _____

D. CLASS / ACTIVITY / JOB: Attendance verified by: _____ Progress: Excellent [] Satisfactory [] Needs Improvement [] (Instructor / Counselor / Supervisor Signature) Phone: _____

E. CLASS / ACTIVITY / JOB: Attendance verified by: _____ Progress: Excellent [] Satisfactory [] Needs Improvement [] (Instructor / Counselor / Supervisor Signature) Phone: _____

Customer Release / Certification: I understand that all activities reported above, including employment, may be verified and my signature gives consent to CalWORKS Employment Services to do so if needed. The above days and hours of attendance are used to figure any transportation and / or childcare payments owed to me. I declare under penalty of perjury under the laws of the United States and the State of California that this report is true and correct and complete for the entire report month.

Customer's Signature

Phone Number [if new, please check box]

Date

*** PAYMENT MAY BE DELAYED WHEN THIS FORM IS INCOMPLETE. ***