

**COUNTY OF MONTEREY**  
Renewal and Amendment No.1 to Agreement No. A-16402  
**GOODWILL CENTRAL COAST**

**THIS RENEWAL AND AMENDMENT No. 1** to the Agreement (“Agreement No. A-16402”) is made by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Goodwill Central Coast (hereinafter, "CONTRACTOR").

**WHEREAS**, the COUNTY and CONTRACTOR entered into an agreement for expanded subsidized employment services for a term of July 1, 2023 through June 30, 2024 with a total contract amount of \$1,600,000 (hereinafter, "Original Agreement").

**WHEREAS, on June 30, 2024, Agreement No. A-16402 expired by its terms; and**

**WHEREAS, the parties wish to renew and amend Agreement No. A-16402 retroactive to July 1, 2024; and**

**WHEREAS, this Renewal and Amendment No. 1 is necessary due to COUNTY’s continued need for CONTRACTOR’s services; and**

**WHEREAS, the parties wish to extend the term of the Agreement A-16402 via Renewal and Amendment No. 1 to extend the term through Jun 30, 2025, and adding \$1,400,000 for a new contract total of \$3,000,000.**

**NOW THEREFORE**, the Parties agree to amend the Original Agreement as follows:

This Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION”** is hereby amended as follows:  
“The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement.”
2. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is hereby amended as follows:  
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **\$3,000,000.**”
3. **Section 3.0, Paragraph titled “TERM OF AGREEMENT”** is hereby amended as follows:  
“The term of this Agreement is from July 1, 2023 to **June 30, 2025**, unless sooner terminated pursuant to the terms of this Agreement.”
4. **Exhibit AA** replaces Exhibit A and reflects the extension of the contract term through **June 30, 2025, new County email addresses, update to section D, “Program Design”, the additional \$1,400,000, and the new contract total of \$3,000,000.**

5. **Exhibit BB** replaces Exhibit B and references the new Exhibits **AA, C-1 and D-1**.
6. **Exhibit C-1** is the FY2024-25 budget.
7. **Exhibit D-1** is the FY2024-25 invoice.
8. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement and Amendment No. 1 shall remain unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
9. A copy of this Renewal and Amendment No.1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

Signed by:  
By: Roderick Franks  
D7287D8F7AG147F...  
Department Head

Date: 8/15/2024 | 12:20 PM PDT

**Approved as to Form**

DocuSigned by:  
By: Anne Breerton  
A46081E5DE63489...  
Deputy County Counsel

Date: 7/29/2024 | 4:49 PM PDT

DocuSigned by:  
By: Thomas R. Moran  
1C9A4289E80B4BE...  
(Chair, President, Vice-President)

Thomas R. Moran, President and CEO  
(Print Name & Title)

Date: 7/29/2024 | 11:17 AM PDT

DocuSigned by:  
By: Christine Westbrook  
3FB29F858F0D409...  
(Secretary, CFO, Treasurer)

Christine Westbrook, CFO  
(Print Name and Title)

Date: 7/29/2024 | 3:31 PM PDT

**Approved as to Fiscal Provisions:**

DocuSigned by:  
By: Patricia Ruiz  
E79EF64E57454F6...  
Auditor Controller's Office

Date: 7/30/2024 | 9:49 AM PDT

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES  
and  
Goodwill Central Coast, a California Non-Profit Corporation

*July 1, 2023 – June 30, 2025*

**\$3,000,000**

Scope of Services/Payment Provisions

**A. CONTACTS**

Contract Administrators:

COUNTY	CONTRACTOR
County Contract Manager: Debra McAlahney Senior Management Analyst CalWORKs Employment Services 730 La Guardia Street Salinas, CA 93905 (831) 2064478 <a href="mailto:mcalahnevdy@countvofmonterey.gov">mcalahnevdy@countvofmonterey.gov</a> 501-CWES-Contracts@co.monterey.ca.us  Fiscal Contact: Becky Cromer Finance Manager III Monterey County Dept. of Social Services Administrative Services Branch (831) 755-4404 (831) 755-8476 Fax <a href="mailto:cromerbl@countvofmonterey.gov">cromerbl@countvofmonterey.gov</a>	Goodwill Central Coast Contract Manager: Adrian Licea Director of Mission Services Goodwill Central Coast 1325 N Main Street Salinas, CA 93906 (831) 204-2209 <a href="mailto:alicea@ccgoodwill.org">alicea@ccgoodwill.org</a>  Fiscal Contact: Gloria Baltazar Grants Accountant Goodwill Central Coast 1566 Moffett Street Salinas, CA 93905 (831) 423-8611 Ext 8207 <a href="mailto:gbaltazar@ccgoodwill.org">gbaltazar@ccgoodwill.org</a>

**B. CONTRACT AWARD INFORMATION**

SUBAWARD: *Extended Subsidized Employment Allocation*

CONTRACTOR UEI Number: KKR3W9FAMMX3

Federal Award Identification Number (FAIN): CFDA 93.558

Date County Awarded Funding: July 1, 2023 and **July 1, 2024**

**CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT:**

*California Department of Social Services CFDA #93.558 **\$3,000,000***

Federal Award Description: *Administration for Children and Families,  
Department of Health and Human Services*

Research and Development: No Indirect Cost Rate: 10%

**C. PURPOSE**

The purpose of this agreement is to provide administrative and wage subsidy funding to CONTRACTOR (Goodwill Central Coast) to provide an Expanded Subsidized Employment (ESE) training program and unsubsidized job coordination for CalWORKs Employment Services (CWES) customers referred to ESE by Monterey County Department of Social

Services (MCDSS) CWES.

#### **D. PROGRAM DESIGN**

Goodwill Central Coast (GCC) will provide expanded subsidized employment, training, supervision, intensive case management, job performance evaluations, and unsubsidized job coordination for 240 eligible CWES Welfare-To-Work customers **for each fiscal/contract year, 2024 and 2025 respectively**. ESE will be offered at Goodwill stores throughout the county, the Department of Social Services (DSS), developed private sector, County of Monterey, and/or non-profit locations.

GCC Job Placement Specialists assist 'work ready' customers with transitioning to unsubsidized employment with no lapse in that employment. The unsubsidized employment placement could start with an ESE Training placement.

- a. Work-ready is determined by the GCC Job Placement Specialist's assessment of the customer based upon interviews as well as GCC ESE Training and Development Associate and non-GCC ESE Site Supervisor's input into each customer's ESE Monthly Evaluations and Weekly Progress Report (**EXHIBIT I**).
1. Target Population is all eligible CWES customers.
2. The targeted number of customers: 240 customers for each contract year.
3. Performance Goals:
  - a. 95% of referred customers are scheduled for an orientation within three (3) business days from the referral date.
  - b. 100% of customers who attend, and complete orientation leave with an assigned worksite.
  - c. 55% of customers who participate in the program meet their minimum Federal monthly participation hours each month.
  - d. 95% of customers who successfully complete the program obtain and/or improve on five (5) transferrable skills.
  - e. 40% of customers who complete the program obtain full-time unsubsidized employment, which assists customers to move towards self-sufficiency and off cash aid.
4. Subsidized Wages:
  - a. Each Goodwill ESE customer shall receive at least the California State minimum wage per hour while in subsidized employment and attending any Goodwill training or workshops such as Digital Literacy.
  - b. Customers who do not meet their minimum required Work Participation Rate (WPR) hours each month may be dropped from the program. 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 thirty-five (35) WPR hours, but the site requires forty (40) hours per week.*
5. Duration of Subsidized Employment Positions:
  - a. Subsidized payments are authorized initially for four (4) months.
  - b. Customers are dismissed from ESE by the Site Supervisor for unsatisfactory performance.

- c. Site Supervisors are required to notify GCC and the COUNTY Contract Manager of any terminations.
- d. When the customer approaches the three (3) month mark of employment the Employment Specialist and CWES Case Manager confer to determine if an extension is appropriate.
6. Extensions of Subsidized Employment Positions:
  - a. GCC must obtain written authorization *in advance* from the COUNTY Contract Manager to extend a placement.
  - b. 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 skills and experiences relevant to unsubsidized employment in an employment field.
7. ESE positions are exempt from unemployment insurance per section 634.5 of the Unemployment Insurance Code.
8. GCC will provide Worker's Compensation for ESE customers.

## **E. CONTRACTOR RESPONSIBILITIES**

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

### **1. Administration**

CONTRACTOR shall:

- Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.
- Monitor the program through established processes and in compliance with applicable city, county, state, and federal regulations.
- Submit monthly reimbursement claims to the COUNTY, no later than the 10th of the month following the invoice month, by completing the monthly invoice (**EXHIBIT D and D-1**) and emailing it to the COUNTY Contracts Manager at [501-CWES-Contracts@countvofmonterey.gov](mailto:501-CWES-Contracts@countvofmonterey.gov).
- Schedule and attend regular bi-monthly meetings during the term of this Agreement with essential GCC, and CWES staff to review the status of the program, including the number and progress of serviced customers, challenges and opportunities for improvement, and remaining services to be rendered. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this Agreement.
- Provide services and supplies and participate in an annual open house convened by CWES that includes all CWES contractors.
- Participate/facilitate a Service in the Spotlight training yearly.
- Respond to program improvement requests as well as deficiencies in meeting the service requirements in this Agreement within two (2) business days of the request and/or deficiency being identified through contract monitoring or reported by the COUNTY Contract Manager. Identification and response shall be captured in

written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this Agreement.

- Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

## 2. Tracking and Reporting

CONTRACTOR shall:

- Respond to COUNTY customer ESE referrals by the next business day. The response shall be provided electronically using secure electronic mail. The response shall indicate the date the customer is scheduled to attend ESE orientation.
- Enter the customer information, including the: Case Number, Last Name, First Name, Assigned Location, Referral Date, Start Date, End Date, Program Status, Employer, and Hours Worked with New Employer into the service provider's Friday Report (**EXHIBIT E**).
- Provide the Friday Report (**EXHIBIT E**) to the COUNTY Contract Manager on a weekly basis by emailing it to [501-CWES-Contracts@countyofmonterey.gov](mailto:501-CWES-Contracts@countyofmonterey.gov).
- Maintain an ongoing and accurate service provider's data report that includes CalSAWS CIN Number, CalSAWS Case Number, Customer Last Name, Customer First Name, ESE Start Month, Worksite, ESE Start Date, ESE End Date, Final Outcome, Comments, Monthly Hours Completed, Monthly Wages Paid, Total Days, Total Hours, and Total Wages.
- Provide a current electronic copy of the monthly hours completed and monthly wages paid to the COUNTY Contract Manager monthly with regular invoicing using secure email at [501-CWES-Contracts@countyofmonterey.gov](mailto:501-CWES-Contracts@countyofmonterey.gov). In addition, provide a current electronic copy of the Friday Report (**EXHIBIT E**) via secure e-mail within two (2) days of receiving a request from CWES.

## 3. Orientation

CONTRACTOR shall:

- Provide client orientations every Tuesday **and Thursday**
- Schedule newly referred **regular, Job Search Workshop (JSW), or Work Participation Rate (WPR)** customers to attend an eight (8) hour ESE orientation the first available **Tuesday and Thursday of every week**.
- Develop, maintain, and provide an ESE participant handbook to each referred customer at the ESE orientation.
- Ensure that each orientation includes, but is not limited to: instruction for completion of the monthly evaluations, review of the worksite agreement, delivery and discussion of the ESE participant handbook, instructions for completing the employee time card, ESE participant expectations and code of conduct, grievance reporting procedures, formal worksite safety training, an explanation about the subsidized employment process, available employment site locations, information about how sites are assigned, information about the ESE time period and when paid

job search and coordination services will be provided, as well as answers to any questions ESE customers may have about the ESE program.

- Allow CWES Partners to provide presentations during orientation that inform customers of additional services they may be eligible to receive.
- Offer customers a Digital Literacy workshop with additional weekly tutoring. This workshop covers key applications including word processing, spreadsheets, and presentation applications, as well as skills for living in an Internet or networked environment and a foundational understanding of computing.

#### 4. Placement

CONTRACTOR shall:

- Start referred customers in a subsidized and supported work environment the next working day following the completed orientation. The work placement shall meet the number of hours identified on the referral which could be as few as five (5) hours per week and as many as forty (40) hours per week. The work placement shall be able to last for a period of four (4) months. The subsidized employment positions shall consist of no less than four (4) consecutive paid work weeks in a supported work environment aimed at developing basic job skills and eight (8) additional paid work weeks focused on both the continued development of job skills and job search activities. If a customer does not acquire an unsubsidized employment position or a Subsidized Employment position where there is a promise to hire during the first twelve (12) weeks of participation, then CONTRACTOR may request extensions that the COUNTY Contract Manager **may approve** before the end of the fourth (4<sup>th</sup>) month.
- Place customers who have been referred to non-GCC ESE in a subsidized and supported work environment by the agreed-upon hiring date following the orientation. The work placement shall meet the **number** of hours identified on the referral which could be as few as five (5) hours per week and as many as forty (40) hours per week. The subsidized employment position shall consist of four (4) months of paid work weeks including paid job search activities offered at least once per week. If a customer does not acquire an unsubsidized employment position the CONTRACTOR may request extensions that may be approved by the COUNTY Contract Manager.
- Complete the ESE Worksite Agreement (**EXHIBIT F**) for each customer placed in an ESE position prior to the customer starting in the position. Provide an electronic copy of each customer's signed ESE Worksite Agreement using secure electronic mail to the non-GCC ESE Site Supervisor, and the CWES Case Manager (CCM).
- Record and report each customer's ESE in the Friday Report (**EXHIBIT E**) and email to 501-CWES-Contracts@co.monterey.ca.us.
- Serve as each referred customer's employer of record and provide all payroll services. This includes providing worker's compensation insurance for all GCC ESE and non-GCC ESE customers. This also includes the collection of timesheets, verification of hours worked, processing and issuance of wages bi-weekly, reporting of all wages to the COUNTY Contract Manager, and serving as a reference for future employment opportunities.
- Pay at least the state minimum wage for each customer placed in an ESE-supported work position.

- Complete an ESE Case Closure Summary (**EXHIBIT G**) on all ESE customers including those who do not successfully complete either the orientation process or do not attend their scheduled work placement site. Immediately inform the designated Office Assistant (OA) and the COUNTY Contract Manager using secure electronic mail whenever services have been closed for an ESE customer.
- Create different levels of ESE that support the differing skill levels of the customer as they move through the program:
  - Level One: Customers who have entry-level or below skills and need to gain basic skills such as showing up to work daily on time, and customer service skills. Examples of jobs include working in a Goodwill store on the floor.
  - Level Two: Customers who have more than entry-level skills or have obtained entry-level skills through their time in a Goodwill store. These customers should be moved to another worksite to continue their skill-building. Examples of jobs include:
    1. working in e-commerce, the warehouse, human resources, or finance at Goodwill Headquarters,
    2. A higher-level non-Goodwill site that is above a basic skills gain.

## 5. Site Development

CONTRACTOR shall:

- Provide a minimum of forty-five (45) GCC ESE positions to support the placement of up to fourteen (14) new/additional individuals per month. This includes the development of sites accessible to customers living in South County (including but not limited to Bradley, Parkfield, Lockwood, San Ardo, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.
- Develop a process for establishing subsidized employment reimbursement agreements with private employers. Agreements shall clearly delineate the length of time and reimbursement amount allocated to each subsidized employment position as well as detail CONTRACTOR and private employer responsibilities throughout the agreement. Subsidized employment agreements with private employers shall result in each customer obtaining unsubsidized employment with the private employer, or because of the subsidized employment, upon completion.
- Develop GCC ESE-supported worksites and positions to support customers who are monolingual in a language other than English, or who have limited English proficiency.
- Develop and maintain sufficient ESE worksites to ensure each referred customer is placed the next workday following the orientation. Ensure that new GCC ESE worksite locations and/or positions are added as needed to satisfy the number of referrals and time requirements outlined in this Agreement.
- Develop non-GCC ESE worksites as identified by the COUNTY Contract Manager. Coordinate with the prospective non-GCC ESE Site Supervisor to conduct a site visit. Tour each newly developed non-GCC ESE site. Provide the new non-GCC ESE Site Supervisors with ESE program information and answer Site Supervisor questions. Report to the COUNTY Contract Manager when a newly identified non-GCC ESE site is developed, and the Site Supervisor is ready to begin interviewing



prospective ESE customers for placement. Serve as the liaison to GCC ESE Training and Development Associates for each GCC ESE worksite developed. This includes, but is not limited to:

- providing training on the ESE program regarding completion of the worksite agreement,
  - timesheet submission,
  - how to correctly fill out and submit the CWES 123 form,
  - the weekly and monthly completion of the customer evaluation, and
  - the requirement to report timely periods of missed work.
- Respond to GCC ESE Training and Development Associate inquiries within forty-eight (48) hours.
  - Serve as the liaison to non-GCC ESE Site Supervisors for each non-GCC ESE worksite developed. This includes, but is not limited to, providing each non-GCC ESE Site Supervisor with training on the ESE program regarding completion of the worksite agreement, timecard submission, the monthly completion of the customer evaluation, and the requirement to report timely periods of missed work. Respond to non-GCC ESE Site Supervisor inquiries within forty-eight (48) hours.
  - Ensure regular assessment, hands-on training, skill development, and supervision are provided at each ESE job site. Develop work site positions that allow ESE customers making satisfactory progress to have upward mobility throughout their placement. This requires a “tiered” structure to work site positions. Ensure work site positions allow for increasing responsibility, access to new skill development, decreased supervision as appropriate, and increased pay as appropriate. Higher-tiered work site positions may be at the original work site or at alternative ESE work sites.

#### 6. Certifications

CONTRACTOR Shall:

Provide, or arrange, program training that results in ESE customers obtaining skill-gains and/or obtaining certifications of completion related to in-demand career fields. Certifications may include, but are not limited to:

- forklift driving,
- e-commerce marketing,
- food safety,
- customer service,
- warehouse & distribution operations,
- Digital Literacy,
- Retail Training Academy
- Job Readiness Workshops

#### 7. Program Staff

CONTRACTOR shall:

- Provide a **Vice President of Mission Services (0.1 FTE)**

Goodwill Central Coast, Agreement: 5010-345

**Amendment 1**

*July 1, 2023 – June 30, 2025*

**Exhibit AA**

- Provide one (1) **Vice President of Mission Services** who is responsible for creating, driving, and managing innovative strategies that will optimize the strategic direction for our workforce programs, while supporting mission integration, building inclusive workforce programs that strengthens our community partnerships.
- Contact, develop, and maintain working relationships with other community service agencies, community partners, employers, and government entities to foster program continuity, transcending program outcomes, and the development of new programs.
- Working with the Director of **Mission Services** and program managers to lead, create, direct, manage, evaluate, and provide strategic development plans for a comprehensive array of services to meet community needs.
- Manage Directors of **Mission Services** and Program Managers to ensure the programmatic outcomes.
- Provide a Director of **Mission Services** (0.5 FTE)
  - Provide one (1) Director who will oversee the supervision of the staff and program services to ensure programmatic and financial contract obligations are met. In addition, the Director is tasked with producing required monthly outcomes reports that show enrollments, job placements, and coordinates with the Grants Accountant to provide supporting documentation and expenditure reports needed to prepare the monthly invoice.
  - Provide programmatic oversight and monitoring of the ESE program through established processes and in compliance with federal regulations.
  - Oversee the supervision of the staff and program services to ensure programmatic and financial contract obligations are met.
  - Work closely with all program staff to provide proper training and ensure established workflows are followed closely.
  - Work to develop and enhance the skill sets of all program staff to add to their repertoire of tools they can use when providing service to ESE participants.
- Provide a Lead Employment Services Specialist (1.0 FTE)
  - Provide one (1) full-time ESE Program Lead Employment Services Specialist to ensure daily compliance with the administrative and operational requirements detailed in this Agreement.
  - The ESE Program Lead Employment Services Specialist shall communicate directly to the COUNTY Contract Manager regarding:
    1. The need for additional or holding referrals.
    2. The scheduling of orientations, including ad-hoc orientations.
    3. A day-to-day operational change that would significantly impact ESE program.

- The ESE Program Lead Employment Services Specialist shall assist the Director in developing key aspects of the program such as:
  1. work site development,
  2. employer partnership, and
  3. skill-building programs,
- The ESE Program Lead Employment Services Specialist shall be qualified to carry out the role and responsibility of key roles or be able to draw on qualified staff to provide program support to ensure that business operations run smoothly without a loss of service.
- Provide Training and Development Associates (6 @ 0.5 FTE each)
  - Provide at least one (1) GCC ESE Training and Development Associate for each GCC ESE worksite not to exceed six (6) FTE's. Provide additional Training and Development Associates as needed to ensure all referred GCC ESE customers are placed in a supported worksite in the time periods detailed in this Agreement.
  - Training and Development Associates shall ensure that the ESE Monthly Evaluations and Weekly Progress Report (**EXHIBIT I**) is completed for each customer and provided to the Employment Services Specialists timely. Training and Development Associates shall provide basic job skills training and support to each GCC ESE customer that they are assigned. Training and Development Associates shall work with each GCC ESE customer to identify barriers to employment. Training and Development Associates report the barriers to the Employment Services Specialist who then report the barriers to the CCM using secure electronic mail.
- Provide two (2) Employment Services Specialists (ESS) (2 @ 1.0 FTE)
  - Provide two (2) full-time Employment Services Specialists to deliver the intensive case management services detailed in this Agreement.
  - Ensure each referred GCC ESE customer is placed in a supported worksite and position appropriate for an unskilled worker by the next workday following the completion of the orientation.
  - Ensure each placed GCC ESE customer meets their assigned work hours weekly and monthly.
  - Ensure that the prior day's timecards are sent using secure electronic mail to the designated OA and the ESE Contract Manager.
  - Ensure weekly contact with each placed GCC ESE customer during the first four (4) weeks of placement,
  - Ensure monthly contact with each placed GCC and non-GCC ESE customer.
  - Ensure each customer contact is used to determine the customer's needs, satisfaction with their placement, and progress toward the skills needed to secure future subsidized/unsubsidized employment.
  - Ensure that the ESE Monthly Evaluations and Weekly Progress Reports

(**EXHIBIT I**) are completed by the Training and Development Associates for each GCC ESE customer during the first four (4) weeks of participation.

- Ensure that the ESE Monthly Evaluations and Weekly Progress Reports (**EXHIBIT I**) are completed by the Training and Development Associates and Site Supervisors for GCC and non-GCC ESE customers.
- Ensure that an electronic copy of each weekly progress report and monthly evaluation is sent using secure electronic mail to the COUNTY Contract Manager and the designated OA for each placed customer.
- Visit each GCC and non-GCC ESE worksite a minimum of one (1) time per quarter to meet with both customers and Training and Development Associates/Site Supervisors to discuss any site concerns regarding evaluations, training, safety, and progress.
- Ensure that each GCC ESE worksite placement allows for each customer to work every available workday during each calendar month that the customer is participating in the ESE program.
- Ensure each customer's timecard is completed as required and that each customer is paid during regular payment schedules.
- Ensure that ESE customers working at GCC worksites will have time off benefits administered consistent with GCC policy for all other employees. ESE customers working at non-GCC worksites will receive holiday pay when their worksite is closed due to a holiday.
- Ensure that additional workdays (Saturdays and Sundays) are available to each GCC ESE customer each week to make up hours that may be missed due to both excused and unexcused absences.
- Ensure that GCC ESE customers with limited means of transportation are provided priority for placement close to their residence and/or a suitable alternative worksite is available.
- Immediately report to the customer's CCM, within one (1) business day, if the GCC ESE customer misses a scheduled day of work. This report shall be made using secure electronic mail.
- Make daily attempts to contact GCC ESE customers that are absent from their worksite. Daily contact attempts shall be made until the customer responds or the CCM determines that GCC ESE services should be closed for the customer.
- Provide support to ESE customers and Training and Development Associates/Site Supervisors to address and report unsatisfactory performance as a component of regular monthly reporting.
- Coordinate with each ESE customer's CCM to incorporate ESE participation as an activity and component of the customer's WTW plan to meet WPR.
- Participate in group meetings as requested which may include either combination of the ESE customer, CONTRACTOR, CCM, and Training and Development Associates/Site Supervisor.

- Provide bi-lingual (English-Spanish) case management services either directly or by a translator.
- Identify the employment barriers of each ESE customer and make recommendations to the customer's CCM on how to remove the barriers.
- Contact the site of each new ESE placement the day following the 1st day of a customer's start date to ensure the customer attended as required. If the customer did not attend, report the absence to the CCM immediately using secure electronic mail.
- Make three (3) attempts throughout the next workday to contact each ESE customer who did not attend their first scheduled workday at the ESE worksite as scheduled. Determine the reason for the customer's absence. Report the reason to the customer's CCM immediately using secure electronic mail. Ensure the customer's CCM is informed that attempts to contact the customer have been unsuccessful.
- Close ESE services when directed by the CCM or COUNTY Contract Manager. Record the service closure on the ESE Case Closure Summary (**EXHIBIT G**) and complete all the fields including the ESE scheduled and actual end dates, program exit status, and employment status if applicable.
- Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
- Report to the customer's CCM using secure electronic mail whenever a referred customer misses a scheduled appointment, or the customer's services are required to be interrupted and/or discontinued.
- Contact the COUNTY Contract Manager if the active GCC ESE placement caseload reaches maximum capacity. Coordinate with the COUNTY Contract Manager on actions to take to support excessive caseload management and placement.
- The Employment Services Specialists shall assist customers with their transition into OJT/SE and ultimately unsubsidized positions relevant to the customer's employment goal as soon as the customer is determined to be "work-ready" with no lapse in employment. The determination of "work-ready" is made by the Employment Services Specialist assessment of each customer based upon interviews and GCC ESE Training and Development Associates or non-GCC ESE Site Supervisor input as well as the customer's weekly/monthly ESE progress report.
- Each Employment Services Specialist shall provide a Weekly Job Coordination Report (**EXHIBIT H**) detailing the weekly progress that each GCC and non-GCC ESE customer has made toward obtaining future subsidized or unsubsidized employment. The Weekly Job Coordination Report shall also identify each customer that has been placed in other subsidized or unsubsidized positions and provide a running total of the number of job placements as well as a running total of customers that have completed ESE. The weekly job coordination report shall also identify those ESE customers that have completed ESE and have not obtained other subsidized or unsubsidized employment.

1. Each ESE customer's completion status shall be accurately reflected on the ESE Case Closure Summary (**EXHIBIT G**) An electronic copy of the weekly job coordination report shall be sent to the designated OA and the COUNTY Contract Manager using secure electronic mail at [501-CWES-Contracts@countvofmonterey.gov](mailto:501-CWES-Contracts@countvofmonterey.gov).
- 0.33 FTE Grants Accountant (0.33 FTE)
    - Monitor and analyze programmatic and fiscal performance and procedures to ensure compliance with contractual requirements, federal, state, and local regulations, as well as internal policies. Conducts internal case file/record reviews and audits to ensure contractual performance expectations are met.
    - Ensure data entry and collection methods meet outcomes management and compliance standards. Create and aggregate reports to assist directors in monitoring and assessing program progress.
    - Coordinate follow-up and corrective action planning for internal and external audits. Ensure external audit recommendations are executed.
  - Digital Literacy Coordinator (1.0 FTE)
    - Provide instruction in group and individual settings to build participants' digital literacy skills and knowledge in computer basics, internet fundamentals, common application software such as Microsoft Word, Excel, PowerPoint, and Outlook that will prepare them to obtain digital literacy certifications through CertiPort and Northstar.
    - Provide ongoing assessment of individual participant progress, create lesson plans, and adapt curriculum and lesson plans according to the needs of the students.
    - Coordinate with ESSs, Program Manager, and other Goodwill staff to successfully schedule workshops.
    - Perform clerical and administrative duties such as updating reports, completing timesheets and expense reports, **and** scheduling training with clients.
  - Career Center Coordinator (0.5 FTE)
    - Orient ESE participants to services including internet access, job boards, employment and training resources, and in-demand positions in the area.
    - Assist participants with learning effective job search skills, navigating our current labor market, preparing applications and resumes, and conduct mock interviews.
    - Assist workforce development staff with educating employers about the various employment and training services that meet their workforce needs and inquire about potential job openings.
    - Complete general clerical work required for job placement and outcomes tracking.
    - Job placement services will be provided weekly to each ESE customer. Which includes:

1. Resume development, restructuring, and submission.
  2. Interview scheduling and follow-up.
  3. Interview practice.
  4. Career exploration and advice.
  5. Early and consistent customer encouragement and motivation to secure unsubsidized employment as soon as possible.
- Assess and refer any ESE job search customer that would benefit from the network with employers and other workforce entities including, but not limited to Business and HR Associations, Local Chambers, etc., to assist with the development of on-the-job training, and subsidized and/or unsubsidized employment opportunities.
  - GCC may modify staffing to create personnel, programmatic and fiscal efficiencies within the perimeters of the budget and approval from the COUNTY Contract Manager.
  - When necessary, ensure services are provided safely in a variety of methods using virtual/online platforms.
    - Ensure services are continued and provided to CWES customers safely, including services provided by phone or virtual/online platforms (i.e., Zoom, Skype, GoToMeeting, etc.) where the technology is available.
    - Ensure the health and safety of CONTRACTOR staff, CWES customers, and the general public, by taking preventative measures, including increased cleaning and sanitizing, ensuring CONTRACTOR staff and CWES customers follow safety measures such as social distancing (as appropriate), wearing masks (when required), and encouraging sick CONTRACTOR staff and CWES customers to stay home.

## F. NON-DISPLACEMENT PROVISIONS

Subsidized placement shall not result in any of the following:

1. Displacement or partial displacement of current employees.
2. The filling of positions, which would otherwise be promotional opportunities for current employees.
3. The filling 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 workforce.
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 worksite, or funded positions are vacant or regular employees laid off.
8. The termination of a contract for services, prior to the 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 to other workers on the worksite by state and federal laws governing workplace health, safety, and representation. *[WELFARE & INSTITUTIONS CODE SECTION 11324.6]*

## **G. COUNTY RESPONSIBILITIES**

In accordance with the principles of this agreement, COUNTY shall:

1. Report to the State as required regarding AB 74 Expanded Subsidized Employment expenditures and participation.
2. Review monthly invoices and reports submitted by GCC and forward to the Administrative Services Branch for payment.
3. Identify and refer up to twenty (20) CWES customers each month.
  - a. Submit the following information using secure/encrypted electronic mail to CONTRACTOR:
    - i. The CSF 136, Service Referral (**EXHIBIT J**) contains the following information: CWES Case Worker Name, Customer's CalSAWS Case Number, Customer's Name, Customer's working telephone number (if available), referral date, the reason for the referral, a statement about the customer's needs, required work participation hours, preferred starting worksite and start date, and any additional information deemed necessary and relevant by the CCM.
4. Communicate at a minimum within two (2) working days to:
  - a. Respond to any inquiries from GCC regarding an ESE referral or placement.
  - b. Share any changes in customer status or circumstances that impact ESE.
  - c. Be available for bi-monthly meetings and as needed with GCC and/or customers.
5. Coordinate with CONTRACTOR on any line-item budget adjustments necessary to allow for appropriate realignment of funds within the approved budget.
6. Coordinate with CONTRACTOR thirty (30) days in advance to re-schedule orientations that fall on holidays or days when either the CONTRACTOR or COUNTY are unable to provide the orientations.
7. Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR after each visit. Monitoring visits will include a review of each line item in this Agreement.

## **H. PAYMENT PROVISIONS:**

1. **CONTRACTOR** shall provide to the COUNTY Contract Manager:
  - a. County shall pay CONTRACTOR according to the terms set forth in the DSS Additional Provisions (**EXHIBIT BB, Section I. PAYMENT BY COUNTY**).
  - b. Completed Monthly Invoice with trial balance detail, (**EXHIBIT D and D-1**), no later than the 10th of the month following the month of service sent via email to [501-CWES-Contracts@countyofmonterey.gov](mailto:501-CWES-Contracts@countyofmonterey.gov).
    - i. The invoices shall **have an invoice number and** contain the original signature of the person authorized to submit claims for payment. 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 GCC and County Program Managers quarterly to monitor budget status.
2. COUNTY shall pay CONTRACTOR in accordance with Article I of **Exhibit BB**, Section I. PAYMENT BY COUNTY.
- a) The maximum amount payable by COUNTY to CONTRACTOR for the period of July 1, 2023 – June 30, 2024, shall not exceed one million six hundred thousand dollars (\$1,600,000) per Exhibit C, Budget.
  - b) **The maximum amount payable by COUNTY to CONTRACTOR for the period of July 1, 2024 – June 30, 2025, shall not exceed one million four hundred thousand dollars (\$1,400,000) per Exhibit C-1, Budget.**
  - c) **The maximum amount payable by COUNTY to CONTRACTOR for the period of July 1, 2023 – June 30, 2025, shall not exceed three million dollars (\$3,000,000).**

*(End of Exhibit AA)*

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) 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 D and D-1**.

**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 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. 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:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C and C-1**. Only the costs listed in **Exhibit C and C-1** 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.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C and C-1**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov](http://www.irs.gov).

**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.

**EXHIBIT BB**

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 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 AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, 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 BB**

- 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 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

**EXHIBIT BB**

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);
- **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**.

## EXHIBIT BB

- **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**

**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.

**EXHIBIT BB**

**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. ADDITIONAL REQUIREMENTS**

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**EXHIBIT BB**

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

**VI. CONTRACT ADMINISTRATORS**

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates Adriana Licea 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.

**6.02 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 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.

**VII. 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.

**VIII. 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 DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within



**EXHIBIT BB**

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch 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 Branch 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 Services.

- b) CONTRACTOR's appeal of the Branch 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).
- 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.

Goodwill Central Coast		
July 1, 2024 - June 30, 2025		
BUDGET		
Category	Anticipated Monthly Expense	Total FY 24/25 Expense
<b>Program Coordination</b>		
<b>Salaries &amp; Benefits</b>		
0.1 FTE Vice President of Mission Services	\$1,773.33	\$21,280.00
0.5 FTE Director of Mission Services	\$4,727.08	\$56,725.00
0.33 FTE Grants Accountant	\$3,361.75	\$40,341.00
1.0 FTE Lead Employment Specialist	\$6,807.83	\$81,694.00
2.0 FTE Employment Specialists	\$11,131.83	\$133,582.00
0.8 FTE Digital Literacy Coordinator	\$5,209.25	\$62,511.00
3.0 FTE Training & Development Associates	\$14,000.00	\$168,000.00
0.5 FTE Career Center Coordinator	\$2,829.17	\$33,950.00
<b>Total Salaries &amp; Benefits</b>	<b>\$49,840.25</b>	<b>\$598,083.00</b>
<b>Operating Costs</b>		
Office Supplies	\$208.33	\$2,500.00
Training & Development	\$500.00	\$6,000.00
Small Equip/Furniture/Tools	\$208.33	\$2,500.00
Building Rents & Leases	\$450.00	\$5,400.00
Telephone and Internet	\$900.00	\$10,800.00
General & Property Insurance	\$435.00	\$5,220.00
Building Repairs/Maint/Landscaping	\$125.00	\$1,500.00
Utilities - Power & Water	\$458.33	\$5,500.00
Trash Removal/Dump/Hauling	\$120.00	\$1,440.00
Cost of Compensation	\$2,300.00	\$27,600.00
Janitorial & Housekeeping	\$483.33	\$5,800.00
Equipment Rents & Leases	\$450.00	\$5,400.00
Advertising & Marketing	\$100.00	\$1,200.00
Travel/Mileage/Parking	\$375.00	\$4,500.00
<b>Total Operating Cost</b>	<b>\$7,113.33</b>	<b>\$85,360.00</b>
<b>Direct Customer Supportive Services</b>		
Specific Contract Support	\$1,166.67	\$14,000.00
Student Supplies - Support & Instructional	\$500.00	\$6,000.00
<b>Total Direct Customer Supportive Services</b>	<b>\$1,666.67</b>	<b>\$20,000.00</b>
<b>Total Overhead</b>	<b>\$5,862.08</b>	<b>\$70,345.00</b>
<b>Total Program Coordination</b>	<b>\$64,482.33</b>	<b>\$773,788.00</b>
<b>Wage Subsidy</b>		
Participant Wages	\$44,416.67	\$533,000.00
18% Taxes/WC	\$7,767.67	\$93,212.00
<b>Total Wage Subsidy</b>	<b>\$52,184.33</b>	<b>\$626,212.00</b>
<b>Total Costs</b>	<b>\$116,666.67</b>	<b>\$1,400,000.00</b>

**Monthly Invoice**  
**Expanded Subsidized Employment**  
**07/01/2024 to 06/30/2025**

Goodwill Central Coast

PO#

Vendor ID

Date

INV#

Cust# MCDSS

Debra McAlahney  
 CalWORKS Employment Services  
 730 La Guardia St.  
 Salinas, CA 93905

[501-CWES-Contracts@countyofmonterey.gov](mailto:501-CWES-Contracts@countyofmonterey.gov)

Period of Service:

CATEGORY	TOTAL CONTRACT	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Program Coordination				
Salaries / Benefits	\$ 598,083			
Operating Costs	\$ 105,360			
Overhead	\$ 70,345			
Total Program Coordination	\$ 773,788			
Wage Subsidy	\$ 626,212			
<b>TOTAL</b>	<b>\$ 1,400,000</b>			

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

ESE Program Manager,

Authorized Signature - Goodwill Central Coast

Title

Date

Senior Accountant

Authorized Signature - Goodwill Central Coast

Title

Date

Management Analyst

Authorized Signature - Monterey County DSS, CWES

Title

Date

**Please remit to:**

Goodwill Central Coast  
 1566 Moffett Street  
 Salinas, CA 93905

Goodwill Central Coast

Agreement: 5010-345

Exhibit D-1



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

**Agreement No.: A-16402 ; Amendment No.: 1**

- a. Approve and authorize the Director or designee of the Department of Social Services to sign a Renewal and Amendment No. 1 to Agreement A-16402 with Goodwill Central Coast, adding \$1,400,000 for a new contract total of \$3,000,000 to provide Expanded Subsidized Employment services for California Work Opportunity and Responsibility to Kids (CalWORKS) Welfare-to-Work customers, retroactive to July 1, 2024 and extending the term by twelve (12) months, for a term of July 1, 2023 through June 30, 2025; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three future amendments to this amended Agreement where the total amendments do not exceed 10% (\$300,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$3,300,000.

PASSED AND ADOPTED on this 13<sup>th</sup> day of August 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 13, 2024.

Dated: August 14, 2024  
File ID: A 24-395  
Agenda Item No.: 52

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Emmanuel H. Santos, Deputy