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 CENTRAL COAST,

(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 $ 1,200,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2015 **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 Page 10 (a) List of Exhibits

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:
Joe Farotte, MA II	Wil Moore, Program Manager
Name and Title	Name and Title
730 La Guardia Street Salinas, CA 93905	1325 North Main Street Salinas, CA 93906
Address	Address
(831) 796-3342	(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: 7/29/15

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
Deputy County Counsel

Date: 6/23/15

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 6-23-15

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

GOODWILL CENTRAL COAST
Contractor's Business Name*

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

Edward Durkee, Pres + CEO
Name and Title

Date: 6/18/15

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

NICHOLAS ANDREWS, VP FINANCE
Name and Title

Date: 6/18/2015

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.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LIST OF EXHIBITS

GOODWILL CENTRAL COAST

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Invoice
Exhibit D	Data 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 Monthly Worksite Placement List
Exhibit L	Weekly Job Coordination Report

EXHIBIT A

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

July 1, 2015– June 30, 2016

Scope of Services/Payment Provisions

A. CONTACTS

Contract Administrators:

COUNTY	CONTRACTOR
County Contract Manager: Joe Farotte Management Analyst II CalWORKs Employment Services 730 La Guardia Street Salinas, CA 93905 831-796-3342 farottekruchasjf@co.monterey.ca.us 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	Goodwill Contract Manager: Wil Moore Program Manager Goodwill Industries 1325 N Main Street Salinas CA 93906 831-287-2365 Wmoore@scgoodwill.org 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

B. 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 customers referred to ESE by Monterey County Department of Social Services (MCDSS) CalWORKs Employment Services (CWES).

C. PROGRAM DESIGN

Goodwill Central Coast (GW) will provide expanded subsidized employment, training, supervision, intensive case management, job performance evaluations and unsubsidized job coordination for 150 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 as well as GW ESE job skills trainer and non-GW ESE site supervisor's input into the customers ESE Monthly Evaluations and Weekly Progress Report, (**Exhibit I**).

1. Target Population will be all eligible CalWORKs customers.
2. Targeted number of customers: 150
3. Performance Goals:
   a. 90% of referred customers are placed in a supported worksite within 48 hours of referral.
   b. 80% of customers who participate 4-12 weeks in the program meet their minimum Federal monthly participation hours each month.
   c. 50% of customers who complete the program obtain unsubsidized employment.
4. 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. The Academy will provide the required Work Participation Rate hours.
5. Subsidized Wages
   a. Each customer shall receive California State minimum wage per hour while in subsidized employment and the Academy.
   b. Each customer shall receive an incentive of $1.00 per hour for each hour worked during the first four weeks if and only if the customer meets their minimum required Work Participation Rate hours (WPR hours) for that month.
   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.*
6. 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 *Achieves Standards* or above may be retained in ESE for an additional eight (8) weeks for a maximum of twelve (12) weeks dependent upon available space and funding.

7. Duration of subsidized positions at Non-GW ESE sties
    a. Subsidized payments are authorized for a maximum of four (4) months at Non-GW ESE sites.
    b. After the initial month customers with an overall progress report rating of *Achieves Standards* or above may be retained in ESE for an additional two (2) 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 contract manager of any terminations.
    e. Site Supervisors are required to notify GW and the CWES contract manager to request to offer an extension beyond 4 months.
8. Extensions of Subsidized Employment
    a. GW 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 specific skills and experiences relevant for unsubsidized employment for a particular field.
9. ESE positions are exempt from unemployment insurance per section 634.5 of the Unemployment Insurance Code.
10. GW will provide Worker's Compensation for ESE customers.

D. CONTRACTOR RESPONSIBILITIES

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

1. Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.
2. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
3. Submit reimbursement claims to the COUNTY monthly, no later than the 15th of the month following the invoice month, by completing the monthly invoice **(EXHIBIT C).**
4. Schedule and attend regular bi-monthly meetings during the term of this Agreement with essential GW 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.
5. Respond to and resolve deficiencies in meeting the service requirements in this Agreement within two business days of the deficiency being identified through contract monitoring or reported by the CWES 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.

6. 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.
7. Respond to COUNTY customer referrals by the next business day. Response shall be provided electronically using secure electronic mail. Response shall indicate the date the customer is scheduled to attend ESE orientation.
8. Enter the customer information, the date the referral was received, and the date the customer is scheduled to attend ESE orientation into the service provider's data report spreadsheet (**EXHIBIT D).**
9. Maintain an ongoing and accurate service provider's data report spreadsheet (**EXHIBIT D)** that includes (in this order) C-IV CIN Number, C-IV Case Number, Customer Last Name, Customer First Name, Date of Referral, Referral Reason, Date of Orientation, Attended Orientation (Yes/No), Service Begin Date, Location Assigned, Monthly Hours Completed, Monthly Wages Paid, Monthly Contact Date, Monthly Status, Service End Date, Service Outcome, and Exit Survey Results.
10. Update the monthly hours completed, monthly wages paid, monthly contact date and monthly status field of the service provider's data report spreadsheet (**EXHIBIT D**) at least once every week during the first 4 weeks for each GW ESE customer and at least once every 30 days for both GW and non-GW ESE customers to accurately portray each customer's progress in services.
11. Provide a current electronic copy of the service provider's data report spreadsheet to the CWES contract manager monthly with regular invoicing using secure email. In addition, provide a current electronic copy of the service provider's data report spreadsheet (**EXHIBIT D**) via secure e-mail within two (2) days of receiving a request from CWES.
12. Schedule newly referred customers to attend an eight (8) hour ESE orientation the first working day of each and every month.
13. Coordinate with COUNTY at least 2 weeks in advance to schedule a second eight (8) hour monthly orientation to be offered to newly referred customers who are referred to CONTRACTOR and are unable to attend the initial monthly orientation. This second orientation shall be offered on or before the 5th working day of each month.
14. Provide an ad hoc eight (8) hour orientation as requested by the COUNTY to serve customers that require immediate placement and were not able to attend the initial or second orientation. All ad hoc orientations shall be provided within 48 hours of receiving a request from the CWES Contract Manager.
15. Develop, maintain and provide an ESE participant handbook to each referred customer at the ESE orientation.
16. 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 an 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, information about the job readiness and retention academy, as well as answers to any questions ESE customers may have about the ESE program.

17. Place customers who have been referred to GW ESE in a subsidized and supported work environment the next working day following the orientation. The work placement shall meet the customer's minimum hourly participation requirement indicated on the referral. The work placement shall last for a period of twelve (12) weeks. The subsidized employment positions shall consist of no less than 4 consecutive 30 to 35 hour paid work weeks in a supported work environment aimed at developing basic job skills and eight (8) additional 30 to 35 hour 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 during the first twelve (12) weeks of participation, then CONTRACTOR will allow for extensions as directed by the CWES contract manager.

18. Place customers who have been referred to non-GW ESE in a subsidized and supported work environment by the agreed upon hiring date following the orientation. The work placement shall meet the customer's minimum hourly participation requirement indicated on the referral. The work placement shall last for a period of four (4) months. The subsidized employment position shall consist of four (4) months of 30 to 35 hour paid work weeks including paid job search activities offered at least once each week. If a customer does not acquire an unsubsidized employment position during the first four (4) months of participation, then CONTRACTOR will allow for extensions as directed by the site supervisor and the CWES contract manager.

19. Complete the ESE Worksite Agreement (**EXHIBIT J**) for each customer placed in a GW ESE and non-GW ESE position prior to the customer starting in the position. Provide an electronic copy of each customer's signed ESE Worksite Agreement (**EXHIBIT J**) using secure electronic mail to the non-GW ESE site supervisor, the CWES case manager and the CWES contract manager as soon as the agreement is signed by both the ESE site representative and the GW Shoreline representative.

20. Record and report each customer's service begin date, location assigned, monthly hours completed, monthly wages paid, monthly contact date, and monthly status in the service provider's data report spreadsheet (**EXHIBIT D**).

21. Serve as each referred customer's employer of record and provide all payroll services. This includes providing worker's compensation insurance for all customers. This also includes the collection of time sheets, verification of hours worked, processing and issuance of wages bi-weekly, reporting of all wages to the CWES contract manager, as well as serving as a reference for future employment opportunities.

22. Pay the state minimum wage for each customer placed in an ESE supported work position. Additionally, a one-time, $1.00 per hour bonus shall be paid to each customer who meets their minimum work participation requirement during the first

four weeks of ESE participation. This $1.00 per hour bonus shall be paid for each hour that the customer worked during their first 4 weeks of ESE participation.

23. Develop and deliver a monthly 35 hour paid job readiness and retention academy. The job readiness and retention academy shall be provided to each GW ESE customer that is referred to and placed in a GW ESE work site. The job readiness and retention academy shall be offered within the first 4 weeks of placement in a GW ESE work site. Each GW ESE customer shall attend the job readiness and retention academy and the academy attendance shall meet each customer's minimum weekly work participation requirements.

24. Provide COUNTY with the formal job readiness and retention academy curriculum. The formal curriculum for the job readiness and retention academy shall include but not be limited to: individual and group job search and employment coaching and training, résumé and master application workshops, interview skills training, time management training, job retention training, and additional promotional skills designed to increase each customer's opportunity for obtaining and excelling in an unsubsidized full-time position.

25. Close services in the service provider's data report spreadsheet (**EXHIBIT D**) for referred customers who do not successfully complete either the orientation process or do not attend their scheduled work placement site. The reported outcome for customers who do not successfully complete these process steps shall be reflected as "Did Not Complete Service and Did Not Show" in the service provider's data report spreadsheet (**EXHIBIT D**). Immediately inform the CWES case manager and the CWES contract manager using secure electronic mail whenever services have been closed for an ESE customer.

26. Identify and develop multiple GW ESE subsidized employment locations to support the placement of up to 15 unique individuals per month. This includes the development of sites in South County (including but not limited to Bradley, Parkfield, Lockwood, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.

27. Develop GW ESE supported work sites and positions to support customers who are monolingual in a language other than English, or who have limited English proficiency.

28. Develop and maintain sufficient GW ESE work sites to ensure each referred customer is placed the next workday following the orientation.

29. Maintain and provide a monthly ESE Worksite Placement List (**EXHIBIT K**), in addition to and combination with regular monthly reporting, that clearly details each work site name/location as well as the names and total number of ESE placements that are filled at each site and number of vacant positions at each site. The work site placement list shall include GW ESE sites, placements and vacancies as well as non-GW ESE sites, placements and vacancies.

30. Ensure that new GW ESE work site locations and/or positions are added as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

31. Serve as the liaison to GW ESE job skills trainers for each GW ESE work site developed. This includes but is not limited to provide each job skills trainer with training on the ESE program in regard to completion of the work site agreement, time

card submission, how to correctly fill out and submit the CWES form 123, the weekly and monthly completion of the customer evaluation, and the requirement to report timely periods of missed work. Respond to GW ESE job skills trainer inquiries within 48 hours.

32. Serve as the liaison to non-GW ESE site supervisors for each non-GW ESE work site developed. This includes but is not limited to provide each non-GW ESE site supervisor with training on the ESE program in regard to completion of the work site agreement, time card submission, how to correctly fill out and submit the CWES form 123, the monthly completion of the customer evaluation, and the requirement to report timely periods of missed work. Respond to non-GW ESE site supervisor inquiries within 48 hours.

33. Ensure regular assessment and hands on training and supervision are provided at each GW ESE and non-GW ESE job site.

34. Provide, at a minimum, two (2) full-time job coordinators to assist each GW ESE and non-GW ESE customer with job search and placement in unsubsidized employment. The job coordinator positions shall assist customers to transition into unsubsidized, or partially subsidized, 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 "work ready" determination shall be made by the job coordinator's assessment of each customer based upon interviews and GW ESE job skills trainer or non-GW ESE site supervisor input as well as the customer's weekly/monthly ESE progress report. Job coordination services will be provided weekly to each GW and non-GW ESE customer. Each job coordinator shall provide a Weekly Job Coordination Report (**EXHIBIT L**) detailing the weekly progress that each GW and non-GW ESE customer has made toward obtaining future subsidized or unsubsidized employment. The Weekly Job Coordination Report (**EXHIBIT L**) 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. Each ESE customer's completion status shall be accurately reflected on the service provider's data report spreadsheet (**EXHIBIT D**) service outcome column as either "Completed Successful and Employed" or "Completed Successfully and Not Employed". An electronic copy of the weekly job coordination report shall be sent to the CWES contract manager using secure electronic mail.

35. Ensure proper program management is in place to meet the administrative and reporting requirements detailed in this agreement.

36. Ensure at least one (1) job skills trainer is available for every five (5) GW ESE customers placed at each GW ESE work site. Provide additional job skills trainers as needed to ensure all referred GW ESE customers are placed in a supported work site in the time periods detailed in this Agreement. Job skills trainers shall ensure that the weekly progress report and monthly evaluation is completed for each customer and provided to the Employment Services Specialists timely. Job skills trainers shall provide basic job skills training and support to each GW ESE customer that they are assigned. Job skills trainers shall work with each GW ESE customer to identify any

barriers to employment they may need help removing. Job skills trainers will report these barriers to the Employment Services Specialist who will report the barriers to the CWES case manager using secure electronic mail.

37. Provide continuous intensive case management services to each customer referred to ESE.

38. Provide a minimum of two (2) full-time Employment Services Specialists (ESS) to deliver the intensive case management services detailed in this Agreement.

    a. Ensure each referred GW ESE customer is placed in a supported work site and position appropriate for an unskilled worker by the next workday following completion of the orientation.

    b. Ensure each placed GW ESE customer meets their minimum hourly work participation requirements each week as well as monthly.

    c. Send a completed copy of each GW ESE customer's CWES 123 form using secure electronic mail to the customer's CWES case manager weekly during the first 4 weeks of placement and monthly following each GW ESE customer's first 4 weeks of placement.

    d. Ensure weekly contact with each placed GW ESE customer during the first 4 weeks of placement.

    e. Ensure monthly contact with each placed GW and non-GW ESE customer.

    f. Ensure each customer contact is used to determine the customers' needs, satisfaction with their placement, and progress toward the skills they need to secure future subsidized/unsubsidized employment.

    g. Ensure each customer contact is electronically documented in the service provider's data report spreadsheet (**EXHIBIT D**).

    h. Ensure that weekly progress reports are completed by the job skills trainers for each GW ESE customer during the first 4 weeks of participation.

    i. Ensure that monthly evaluations are completed by the job skills trainers and site supervisors for GW and non-GW ESE customers.

    j. Ensure that an electronic copy of each weekly progress report and monthly evaluation is sent using secure electronic mail to the CWES contract manager and the respective CWES case manager for each placed customer.

    k. Visit each GW and non-GW ESE work site at a minimum of once per quarter to meet with both customers and job skills trainers/site supervisors and discuss any site concerns with regard to evaluations, training, safety and progress.

    l. Ensure that each GW ESE work site placement allows for each customer to work every available workday during each calendar month that the customer is participating in the ESE program.

    m. Ensure each customer's time card is completed as required and that each customer is paid during regular payment schedules.

    n. Ensure that each ESE customer is paid for holiday hours when the work site is closed.

o. Ensure that additional work days (Saturdays and Sundays) are available to each GW ESE customer each week to make up hours that may be missed due to both excused and unexcused absences.

p. Ensure that GW ESE customers with limited means of transportation are provided priority for placement close to their residence and/or a suitable alternative work site is available.

q. Report to the customer's CWES case manager immediately (within 1 business day) if the GW ESE customer misses a scheduled day of work. This report shall be made using secure electronic mail.

r. Make daily attempts to contact GW ESE customers that are absent from their work site. Continual contact attempts shall be made until the customer responds or the CWES case manager determines that GW ESE services should be closed for the customer.

s. Provide support to GW and non-GW ESE customers and job skills trainers/site supervisors to address unsatisfactory performance and report unsatisfactory performance as a component of regular monthly reporting using the monthly status column of the service provider's data report spreadsheet **(EXHIBIT D).**

t. Coordinate with each GW and non-GW ESE customer's CWES case manager to incorporate ESE participation as an activity and component of the customer's welfare-to-work plan to meet minimum work participation requirements.

u. Participate in group meetings as requested which may include either combination of the GW/non-GW ESE customer, CONTRACTOR, CWES case manager and job skills trainer/site supervisor.

v. Provide bi-lingual (English-Spanish) case management services either directly or through the use of a translator.

w. Identify the employment barriers of each GW ESE customer and make recommendations to the customer's CWES case manager on how to remove the barriers.

x. Contact the site of each new GW and non-GW 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 CWES case manager immediately.

y. Make three (3) attempts throughout the next workday to contact each GW and non-GW ESE customer who did not attend their first workday at the ESE work site as scheduled. Determine the reason for the customer's absence. Report the reason to the customer's CWES case manager immediately using secure electronic mail. Ensure the customer's CWES case manager is informed that attempts to contact the customer have been unsuccessful.

z. Close ESE services when directed by the CWES case manager or CWES contract administrator and immediately inform the CWES case manager about the closed service via secure email. Record the service closure on the service

provider's data report spreadsheet indicating the service end date and appropriate outcome.

39. Respond using secure electronic mail to COUNTY inquiries about customer progress within 2 business days.
40. Report to the customer's CWES case manager 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.
41. Develop and provide an electronic exit survey to each GW and non-GW ESE customer that is placed in and completes their ESE participation. The completion of this electronic survey shall be entered in the service provider's data report spreadsheet **(EXHIBIT D)** as the final column/field of the customer record. The survey shall be used to determine each customer's satisfaction with the service and service provider's staff to include the Employment Service Specialists, Job Skills Trainer or Site Supervisor, and Job Coordinator. Provide an electronic copy of the survey to the CWES contract manager for approval prior to implementation. Ensure the CWES contract manager approves any changes to the electronic exit survey. Provide the CWES contract manager with access to the electronic data collected via the exit survey.
42. Enter the service end date and service outcome in the service provider's data report spreadsheet (**EXHIBIT D**) at the end of services for each referred GW and non-GW ESE customer.
43. Contact the COUNTY when the active GW ESE placement caseload reaches 90% of maximum capacity for customers. Coordinate with the COUNTY on actions to take to support excessive caseload management and placement.

E. NON-DISPLACEMENT PROVISIONS

Subsidized placement shall <u>not</u> 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 RESPONSIBLITIES

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 up to fifteen (15) CalWORKs customers each month.
    a. Submit the following information using secure/encrypted electronic mail to CONTRACTOR:
        i. the C-IV Plan 103 CIV referral containing the following information: Customer's C-IV CIN, Customer's C-IV Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, referral date, the reason for the referral, a statement about the customer's needs, barriers to employment, required work participation hours, if customer is a GW ESE or non-GW ESE participant, non-GW ESE work site and expected hire date if known, and any additional information deemed necessary and relevant by the CWES case manager.
        ii. An electronic copy of the completed C-IV ABCDM 228 Applicant's Authorization for Release of Information without original signatures. The body of the secure/encrypted electronic mail will indicate "Customer has signed ABCDM 228 and the signed copy will be added to the customer's C-IV case file"
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 bi-monthly meetings and as needed with GW and/or customer.
5. Coordinate with CONTRACTOR 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.
6. 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 at the conclusion of each visit.

G. PAYMENT PROVISIONS:

1. **CONTRACTOR** shall provide to the COUNTY Contract Manager:
    a. Updated, accurate and complete service provider data report spreadsheet, **(EXHIBIT D)**, no later the 10th of each 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 15th 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 County Program Managers quarterly to monitor budget status.
2. The maximum amount to be paid by **COUNTY** to **CONTRACTOR** under this Agreement shall not exceed **one million two hundred thousand dollars ($1,200,000),** as detailed in the Expanded Subsidized Employment Budget **(EXHIBIT B)**.

EXHIBIT B

MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Goodwill Central Coast

July 1, 2015 - June 30, 2016

CATEGORY	Anticipated Monthly Expense	Total FY15/16 Expense
Program Coordintation		
Salaries & Benefits		
2.0 FTE Employment Services	$8,495.83	$101,950.00
2.0 FTE Job Coordinator	$9,966.42	$119,597.00
1.0 FTE Training Coordinator	$3,841.33	$46,096.00
1.0 FTE Skills Trainer	$3,227.17	$38,726.00
3.0 FTE Skills Training Ass't.	$8,703.00	$104,436.00
1.0 FTE Program Manager	$6,220.67	$74,648.00
2.0 FTE Clerical	$6,510.00	$78,120.00
0.25 FTE Workforce Director	$2,198.25	$26,379.00
0.15 FTE Contract Analyst	$1,138.92	$13,667.00
Operating Costs		
Student Supplies	$458.00	$5,496.00
Office Supplies	$348.00	$4,176.00
Workstations	$916.18	$10,994.15
Safety and Security Supplies	$27.00	$324.00
Small Equipment/Tools	$10.00	$120.00
Telephone/Internet	$750.00	$9,000.00
Building Rents/Leases	$132.00	$1,584.00
General Liability & Casualty Ins	$233.00	$2,796.00
Building Repair-Maintenance	$139.00	$1,668.00
Utilities	$474.00	$5,688.00
Trash Removal	$175.00	$2,100.00
Security & Alarm Services	$80.00	$960.00
Janitorial Services	$303.00	$3,636.00
Equipment Maintenance & Repairs	$86.00	$1,032.00
Equipment Rents & Leases	$765.00	$9,180.00
Travel/Mileage/Parking	$500.00	$6,000.00
Overhead (15% of S&B)	$7,545.24	$90,542.85
Total Program Coordination	$63,243.00	$758,916.00
Wage Subsidy		
Participant Wages 150 participants @ 32 hrs/wk Wages $9.00/hr (July-Dec 2015) Wages $10.00/hr (Jan-June 2016) (*State Minimum wage increase to $10.00/hr effective Jan 1, 2016)	$30,400.00	$364,800.00
17.62% Tax Rate	$5,357.00	$64,284.00
Participant Incentives (120 participants earn $100.00)	$1,000	$12,000.00
Total Wage Subsidy	$36,757.00	$441,084.00
Total Costs	$100,000.00	$1,200,000.00

EXHIBIT C

Monthly Invoice

Expanded Subsidized Employment

07/01/2015 to 06/30/2016

Goodwill Central Coast
PO#
Vendor ID

Date
INV#
Cust# MCDSS

Joe Farotte
CalWORKS Employment Services
730 La Guardia St.
Salinas, CA 93905

Period of Service: _____

CATEGORY	TOTAL CONTRACT	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Program Coordination				
Salaries / Benefits	$ 613,188			
Operating Costs	$ 53,760			
Overhead	$ 91,968			
Total Program Coordination	$ 758,916			
Wage Subsidy	$ 441,084			
TOTAL	$ 1,200,000			

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

Workforce Director, Goodwill Central Coast

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
350 Encinal Street
Santa Cruz, CA 95060

MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service (From MM/YY/DD) (To MM/YY/DD)

Expanded Subsidized Employment

C-IV CIN Number	C-IV Case Number	Customer Last Name	Customer First Name	Date of Referral	Referral Reason	Date of Orientation	Attended Orientation (Yes/No)	Service Begin Date	Location Assigned	Monthly Hours Completed	Monthly Wages Paid	Monthly Contact Date	Monthly Status	Service End Date	Service Outcome	Exit Survey Completed (Yes/No)
					GW ESE		Yes						In Referred Status		Completed Service	Yes
					Non-GW ESE		No						Customer Declined Services		Completed Service	No
													Customer Did Not Show for Appointmer		Completed Service with Unsatisfactory Performance	
													Services have been Interrupted		Did Not Complete Service and Unsatisfactory Perform	
													Customer has Unsatisfactory Performar		Did Not Complete Service due to Interruption	
													Agency is Waiting for information from C		Did Not Complete Service and Did Not Show	
													Customer is in the placement process		Did Not Complete Service Voluntary Withdrawl	
													Customer is Meeting Expectations			
													Customer has not Submitted Monthly Time Sheet			
													Agency is Waiting for information from a Service Provider			

EXHIBIT E

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

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.

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 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.**

- **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.

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

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).

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.

(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 CENTRAL COAST

By: Edward J. Quider

Title: President & CEO

Date: 6/18/15

EXHIBIT G

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.**

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 Central Coast

Edward G. Dunlap
(signature of authorized representative)

6/18/15
(date)

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

Goodwill Central Coast

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. Muller
Signature

President / CEO
Title

Goodwill Central Coast
Agency/Organization

6/18/15
Date

Exhibit I

Goodwill and non-Goodwill ESE Monthly Evaluation and Weekly Progress Report

Please complete the progress report below weekly for each GW ESE customer the first 4 weeks as well as monthly for all Goodwill and non-Goodwill locations.

Securely email completed forms to the Shoreline Employment Services Specialist, CWES Case Manager and CWES contract manager.

ESE Site Name / Contact Person: Telephone: Fax:	Shoreline Case Manager: Telephone: Fax: 831-287-2351	CWES Case Manager: Telephone: Salinas Fax: 755-8487 Seaside Fax: 899-8269 King City Fax: 386-6800
Participant Name:	Required Hours per Week:	Rating Period:

	EXCEEDS STANDARDS	ACHIEVES STANDARDS P	ACHIEVES STANDARDS M	BELOW STANDARDS
JOB KNOWLEDGE: Displays awareness of job duties, greets guests and offers assistance, knowledgeable of different departments, and displays product in a pleasing way for guests to shop.	☐	☐	☐	☐
QUALITY OF WORK: Capable of arranging product in an organized way, and keeps racks and shelves straightened and in the proper departments throughout the day.	☐	☐	☐	☐
PRODUCTIVITY: Follows directions, checks work, keeps up on guest service, and requests additional projects. Meets store quotas.	☐	☐	☐	☐
DEPENDABILITY: Arrives on time for work and from breaks, and understands and carries out instructions in an acceptable manner.	☐	☐	☐	☐
ATTENDANCE: Meets program guidelines for attendance. Follows proper procedures for calling in sick. Begins work on time.	☐	☐	☐	☐
RELATIONS WITH OTHERS: Works well with co-workers, displays a professional attitude to guests, and is helpful and cooperative with all Goodwill guests and employees.	☐	☐	☐	☐
APPEARANCE: Wears appropriate dress for the workplace. Maintains good cleanliness and grooming standards (each job site manager will determine appropriate dress).	☐	☐	☐	☐
COMMITMENT TO SAFETY: Observes all safety procedures, communicates potential safety hazards with Skills Trainer or Store Manager in a timely manner, and practices safe work habits.	☐	☐	☐	☐
OVERALL RATING:	☐	☐	☐	☐

Copy to Shoreline Employment Services Specialist, CWES Case Manager and CWES Contract Manager

Revised 4.29.15

Exhibit I

Goodwill and non-Goodwill ESE Monthly Evaluation and Weekly Progress Report

RATER'S OVERALL COMMENTS:

TRAINEE'S COMMENTS (Use attachments if necessary):

TRAINEE SIGNATURE:		DATE:	
SKILLS TRAINER NAME:	PLEASE PRINT		
SKILLS TRAINER SIGNATURE:		DATE:	

TRAINEE'S REFUSAL TO SIGN: I certify that this performance appraisal was discussed with the trainee who refused to sign it.

SKILLS TRAINER CERTIFICATION:_____ DATE:_____

Copy to Shoreline Employment Services Specialist, CWES Case Manager and CWES Contract Manager

Exhibit I

Goodwill and non-Goodwill ESE Monthly Evaluation and Weekly Progress Report

RATING FACTORS

THE FOLLOWING ARE CONDITIONS THAT SHOULD BE CONSIDERED WHEN ASSESING THE TRAINEE'S PERFORMANCE:

JOB KNOWLEDGE: In depth knowledge of all requirements of the job. How well does the trainee understand all phases of the job as defined by the performance standards set for the position?

QUALITY OF WORK: Accuracy and neatness. Does the trainee produce a high quality work product? Is quality work a priority for the trainee?

PRODUCTIVITY: Consider trainee's ability to prioritize and organize work effectively to meet assigned deadlines. Are assignments completed timely and in an efficient manner? Is appropriate follow-up implemented? Is the trainee a self-starter?

DEPENDABILITY: Trainee needs little or no direction. To what extent can the trainee be relied upon to carry out instructions; and the degree to which the trainee can work with limited supervision?

ATTENDANCE: Attendance and punctuality are very important in maintaining a normal work load and efficient schedule. Trainees are expected to report to work regularly and be ready to perform their assigned duties at the beginning of their assigned work shift. Is the trainee absent or tardy frequently? Are the absences affecting his/her work performance? Does this pattern constitute a hardship on the work environment?

RELATIONS WITH OTHERS: Consider trainee's abilities to maintain a positive and harmonious attitude in the work environment. How well does the trainee relate to supervisors, co-workers, and guests and donors.

COMMITMENT TO SAFETY: To what extent has the trainee adhered to the recommended safe work practices, participated in safety training programs; and contributes to the recognition and control of hazards in his/her work area?

LEVELS OF PERFORMANCE

THE TRAINEE'S PERFORMANCE SHALL BE RATED IN ONE OF THE FOLLOWING CATAGORIES:

EXCEED PERFORMANCE STANDARDS: An evaluation resulting from overall performance which is <u>significantly above</u> the performance standards of the position.

ACHIEVES PERFORMANCE STANDARDS – PROFICIENT (P): An evaluation resulting from performance which fully <u>meets</u> the performance standards of the position.

ACHIEVES PERFORMANCE STANDARDS – MARGINAL (M): An evaluation resulting from performance which <u>barely meets</u> the performance standards of the position.

BELOW PERFORMANCE STANDARDS: An evaluation resulting from performance which <u>fails to meet</u> the minimum performance standards of the position.

Exhibit I

Goodwill and non-Goodwill ESE Monthly Evaluation and Weekly Progress Report

GOODWILL (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 week during the first 4 weeks and monthly 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 *Achieves Standards* 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 *Below Standards* 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 job skills trainer and the CWES Case Manager.

NON GW SITES:

1. Participants are selected to participate at non-GW site 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 or emailed to GW and then to the CWES Case Managers and CWES contract manager.
5. After the first month selected participants with an overall progress report rating of *Achieves Standards* 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 at any time throughout the program.
    b. Non-GW Site Supervisors notify GW and CWES Case Managers of any terminations.
    c. Non-GW Site Site Supervisors notify GW and the CWES contact manager to request an extension of ESE beyond 4 months.
6. Job coordinators work with customers to obtain unsubsidized employment in each month of the ESE placement. Participant interaction with job coordinators and assignments is coordinated by GW with the Non-GW Site Supervisor and the CWES Case Manager.

Copy to Shoreline Employment Services Specialist, CWES Case Manager and CWES Contract Manager

ESE Worksite Agreement

Exhibit J.

SITE NAME: Site Address: Full Name of ESE Site Contact: Telephone: ( ) Fax( ) E-Mail Address:	**Shoreline Case Manager Address:** Full Name of ESE Case Manager: Telephone: ( ) Fax( ) E-Mail Address:	**CWES CASE MANAGER:** Office: Full Name of CWES Case Manager: Telephone: ( ) Fax( ) E-Mail Address:

Participant Full Name: Case Number:	Participant's Phone Number: ( )

Job Title:	**Subsidized Employment Begins**:Click here to enter a date. **Subsidized Employment Ends**:Click here to enter a date.

(1) Hours per Week: /wk	2) Starting Hourly Wage Rate: $ /hr

Hours of work each day: Hours may vary

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

JOB DESCRIPTION (ATTACH IF APPLICABLE):

Signed copies to ESE Site Supervisor, CWES Case Manager, CWES Contract Manager

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 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

EXHIBIT K

ESE Monthly Worksite Placement List

Goodwill Central Coast

Customer 1
Vacant

N. Main Salinas Store

Customer 2
Customer 3
Customer 4
Customer 5
Customer 6
Customer 7
Vacant
Vacant
Vacant
Vacant

E. Alisal Salinas Store

Customer 8
Customer 9
Customer 10
Customer 11
Customer 12

Soledad Store

Customer 13
Customer 14
Customer 15
Customer 16
Customer 17

Marina Store

Customer 18
Customer 19
Customer 20
Customer 21
Vacant

Seaside Store

Customer 22
Vacant
Vacant
Vacant
Vacant

Monterey Store

Vacant
Vacant
Vacant
Vacant

Child Services Office

Vacant
Vacant
Vacant
Vacant

PDO

Customer 23
Vacant

One Stop Salinas

Customer 24
Customer 25

One Stop King City/ Social services

Customer 26
Vacant

One Stop Seaside/Social Services

Customer 27
Customer 28
Vacant
Vacant

GW ESE Sites

Filled 22
Vacant 14
Total 36

non-GW ESE Sites

Filled 5
Vacant 8
Total 13

EXHIBIT L

Weekly Job Coordination Report

Total Placements to date: Placement Ratio:

	Total Successful Completed:		Participants in Active Job Development:		
Location	**Participant Name:**	**Interviews**	**Job Search/ Applications**	**Meetings w/ Participant**	**Employed**
GWCC	Customer 1				
GWCC	Customer 2				
N. Main	Customer 3				
N. Main	Customer 4				
Soledad	Customer 5				
Soledad	Customer 6				
Marina	Customer 7				
Marina	Customer 8				
Child Support	Customer 9				
Seaside One-Stop	Customer 10				
Salinas One-Stop	Customer 11				
Additional Location	Customer 12				