



# county of Santa Cruz

0263

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## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 4544130 OR 4544045 FAX: (408) 454-4642

September 21, 1999

Agenda: October 5, 1999

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### **CONTRACT FOR THE PROVISION OF WAGE BASED EMPLOYMENT TRAINING SERVICES**

Dear Members of the Board:

The purpose this letter is to request your Board's approval of a contract for Goodwill Industries to provide wages to Santa Cruz County CalWORKs clients who are engaged in work experience beginning in and continuing through FY 01/02. This agreement, which shall be funded with state and federal CalWORKs allocations, will allow Goodwill Industries, a non-profit organization that provides employment training services, to pay wages to CalWORKs clients participating in the work experience component of the state authorized Employment Readiness Demonstration Project. There is no additional County cost associated with this project.

As your Board is aware, in early 1998, Santa Cruz and Monterey Counties were chosen by the State Department of Social Services to participate in the Employment Readiness Demonstration Project (ERDP), in collaboration with Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Co., Inc. (Goodwill Industries). The joint proposal was one of only seven selected throughout the entire state. The goal of the project is to provide employment services to adults identified with multiple barriers to sustained employment. The project will serve 150 hard-to-serve participants over the next three years, with approximately 50% of the participants coming from each county. As the provider of the employment training services, Goodwill Industries has contracted with the state Department of Social Services to conduct the demonstration project in the two counties.

A key component of the Santa Cruz/Monterey County ERDP project is work experience. The goal of work experience is to provide each participant with the opportunity to develop positive work habits and attitudes, to learn or relearn the meaning, value and demands of work, and to enhance skills necessary for competitive employment. Over the three-year course of the demonstration project, ERDP is designed to provide the 75 participants from each County with

## BOARD OF SUPERVISORS

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Contract for the Provision of Wage Based Employment Training Services

work experience activities for 20 hours per week for no more than twelve weeks at the outset of the participant's involvement in the program.

In formulating its strategies to meet state and federal welfare reform goals, the Human Resources Agency (HRA) has strongly favored work experience programs which are wage based, rather than grant based programs, which can require a CalWORKs participant to engage in uncompensated employment activity as a condition of ongoing assistance. Work experience activities (such as community service and on-the-job training) have proven successful in other counties, and a recent report by the state Legislative Analyst's Office (LAO) concludes that there are numerous advantages to the inclusion of wage based work experience in a county's welfare to work plan.

The LAO's report of February 4, 1999 concludes first, that paid work experience for CalWORKs participants eliminates any concern or liability for non-compliance with the Fair Labor Standards Act (FLSA), the federal law which requires that employed workers be paid minimum wage. Second, participants are eligible for Social Security credits and Earned Income Credit (EIC) payments, resulting in more disposable income for participants and their families. Finally, the LAO's report also cites two post-welfare reform studies, which tend to indicate that wage-based work programs operate as an effective bridge from unemployment (or underemployment) to unsubsidized employment.

In order to implement the wage based work experience component in the context of ERDP, HRA has developed an agreement with Goodwill Industries (on file with the Clerk of the Board) to provide paid wages and benefits to approximately 75 CalWORKs participants for services performed while participating in ERDP work experience. The total amount of this multi-year contract is \$120,150, of which approximately \$40,050 will be spent in FY 99/00.

At the time the County's CalWORKs Plan was submitted the California State Department of Social Services in December, 1997, it indicated that subsidized employment in the public or private sectors would not be offered at that time. Therefore, in order to carry out the goals in the contract with Goodwill Industries, it is necessary to submit a CalWORKs Plan Addendum to the California State Department of Social Services. The attached draft Plan Addendum briefly describes the subsidized employment activities which will be available to welfare-to-work participants, and is recommended for your approval.

IT IS THEREFORE RECOMMENDED that your Board:

- 1) Approve the proposed multi-year agreement with Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc. in the amount of \$120,150 and authorize the Human Resources Agency Administrator to sign the agreement; and

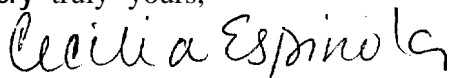
## BOARD OF SUPERVISORS

Agenda: October 5, 1999

Contract for the Provision of Wage Based Employment Training Services

- 2) Approve the proposed Addendum to the Santa Cruz County Plan, and authorize the Human Resources Agency Administrator to submit the Addendum to the California State Department of Social Services.

Very truly yours,



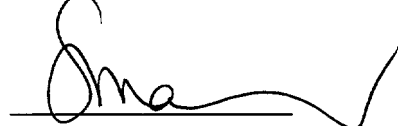
CECILIA ESPINOLA

Administrator

CE/GM: n: \hra\gm\erdp99.bos

Attachments

RECOMMENDED:



Susan A. Mauriello

County Administrative Officer

cc: County Administrative Officer  
Auditor-Controller  
County Counsel  
HRA Fiscal  
Goodwill Industries

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0266

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency (Dept.)  
W. Anne Brown (Signature) 9/21/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

Human Resources Agency

1. Said agreement is between the \_\_\_\_\_ (Agency)  
and, Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo Counties, Inc. (Name & Address)

2. The agreement will provide wages to CalWORKs recipients participating in the Employment  
Readiness Demonstration Project (ERDP)

3. The agreement is needed reimburse the contractor for the wages and payroll costs of CalWORKs  
recipients participating in a post-assessment vocational education program.

4. Period of the agreement is from October 4, 1999 to May 31, 2002

5. Anticipated cost is \$ \$40,050 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: A multi-year contract for \$120,750, FY 99/00 is for \$40,050 based on anticipated service  
for 25 CalWORKs recipients the amounts for FY 00/01 and FY 01/02 to be established at the  
beginning of each respective fiscal year based on prior year usage and carryover.

7. Appropriations are budgeted in 392100 (Index#) 5 6 6 5 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. No. CO 91950 Date 9/22/99

GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Sibol Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Human Resources Agency Administrator to execute the same on behalf of the County of  
Santa Cruz (Agency).

Remarks: \_\_\_\_\_ (Analyst)  
By Sean Peckman County Administrative Officer Date 9/28/99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - \_\_\_\_\_
- Co. Admin. Officer - Conroy
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

State of California )  
County of Santa Cruz ) ss

\_\_\_\_\_, ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_\_, BY \_\_\_\_\_ Deputy Clerk

\*To Orig. Dept. if rejected.

**Proposed Addendum to the Santa Cruz County Plan**

October, 1999

## Addendum to section (d) WELFARE-TO-WORK ACTIVITIES

By integrating employment services at levels, the Human Resources Agency intends to offer participants a wide range of activities to assist him or her in achieving unsubsidized employment.

In addition to those activities currently allowed and provided under the County Plan, the Human Resources Agency shall also provide subsidized employment in the public or private sectors.

Appropriate placement sites shall identified in collaboration with the private and public sector partners referenced in sections (a) and (b) of the County Plan. Screening for subsidized employment participants will be integrated with existing CalWORKs Welfare-to-Work appraisal and assessment activities, and procedures for referral of participants to subsidized employment activities, and placement site coordination shall be developed.

**CONTRACT NO.**

**SANTA CRUZ COUNTY  
AGREEMENT FOR THE PROVISION OF WAGE BASED  
EMPLOYMENT TRAINING SERVICES**

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ by and through the Human Resources Agency, hereinafter referred to as "COUNTY," and GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY AND SAN LUIS OBISPO COUNTIES, INC., hereinafter referred to as "CONTRACTOR" hereby agree as follows:
  
2. TERM OF AGREEMENT: This agreement shall become effective as of October 4, 1999 and shall continue in effect through May 31, 2002, unless sooner terminated in accordance with paragraph 2 1.
  
3. BASIS OF PAYMENT:
  - A. In consideration of the services described in Exhibit "A" ("Program Responsibilities and Functions"), COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget"), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$120,150. The total amount allocated for FY 99/00 is \$40,050, based on anticipated number of hours of paid wages for 25 CalWORKs clients, and the amounts allocated for FY 00/01 and FY 01/02 shall be established at the beginning of each respective fiscal year based on prior year usage and carryover.
  
  - B. All fixed assets purchased under this agreement shall become the property of the COUNTY.
  
  - C. CONTRACTOR shall submit expenditure report forms as provided by the COUNTY for any payments made under this agreement on a monthly basis in order to receive payment.
  
  - D. An expenditure report for the final reporting period of FY 99/00 shall be provided to the COUNTY no later than July 15, 2000. An expenditure report for the final reporting period of FY 00/01 shall be provided to the COUNTY no later than July 15, 2001 and an expenditure report for FY 01/02 shall be provided to the COUNTY no later than June 15, 2002.
  
4. DUTIES AND RESPONSIBILITIES :

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CONTRACTOR/COUNTY

A. CONTRACTOR shall provide the services described in Exhibit "A" ("Program Responsibilities and Functions") attached hereto, during the term of this agreement.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if articles of incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR agrees to comply with all applicable conditions contained in state of California Standard Agreement H3803 1, incorporated herein by reference as Exhibit C, which includes the provision of services under this agreement, and Memorandum of Understanding to provide services under the Employment Readiness Demonstration Project between COUNTY and CONTRACTOR incorporated herein by reference as Exhibit D

5. FISCAL. ADMINISTRATIVE AND PROGRAMMATIC RECORDS :

CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, a CONTRACTOR shall retain records for five (5) years after the expiration of this agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the County Auditor-Controller, the Human Resources Agency, or to the authorized representatives of the State or Federal government at any time upon request, for the purpose of an audit for verifying CONTRACTOR's compliance with the terms of this agreement. CONTRACTOR agrees to comply with any Federal or State or County audit requirements that may be applicable. The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of not less than three (3) years from the date of termination of this agreement.

6. CONFIDENTIALITY : The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this agreement, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide the COUNTY with client records upon request, for the purpose of verifying compliance with this agreement.

7. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the

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CONTRACTOR/COUNTY

purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE : CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily

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injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All the insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days after the COUNTY shall have received written notice of such cancellation or non-renewal. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to the Human Resources Agency, 1000 Emeline Ave., Santa Cruz, CA 95060, Attn: Gary McNeil.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. The timely submission of the insurance certificate is a necessary and material term and condition of this agreement. COUNTY may stop payments under this agreement when certificate of insurance has not been submitted to he COUNTY by CONTRACTOR within fifteen (15) days after effective date of

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CONTRACTOR/COUNTY

agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to the Human Resource Agency, 1000 Emeline Ave., Santa Cruz, CA 95060, Attn: Gary McNeil.

9. NON-DISCRIMINATION PROVISIONS :

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, pregnancy, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

If CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12, provided by COUNTY upon request) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

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CONTRACTOR/COUNTY

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Contractor will comply with all Labor standards described in Section F of California Standard Agreement H3803 1 incorporated herein by reference and with other provisions of the California Labor Code as are applicable.

C. Contractor will comply with the provisions of the Fair Employment an Housing Act (Government Code Section 12900 et seq. ) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference an made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other agreement.


D. No person shall, on the grounds of gender, race, color religion, national origin, ancestry, pregnancy, disability, medical condition (cancer-related), marital status, sex, sexual orientation, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this agreement.

E. CONTRACTOR will implement written complaint procedures regarding the non-discrimination provisions of this agreement within thirty (30) days of its effective date and will provide said procedures in writing to all clients, employees and applicants for employment.

10. PARTISAN POLITICAL ACTIVITIES : No monies, property or services received by CONTRACTOR under this agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP : In addition to other provisions of this Agreement, the CONTRACTOR:

A. Represents that if it is or may be deemed to be a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

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B. Agrees that, in connection with such essential services and operational costs:

(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(2) It will not discriminate against any persons seeking employment training services and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in not religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

12. COMPLIANCE WITH APPLICABLE LAWS : The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating its programs.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT :

A. Contractor shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this agreement shall have no force or be effective until so approved and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.

B. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, CONTRACTOR retains the primary responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR's required reports referenced throughout this agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.

C. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in paragraph 2.

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CONTRACTOR/COUNTY

D. CONTRACTOR shall assure subcontractor obtains all insurance specified in Paragraph 8 of this agreement. The subcontractor shall obtain the same insurances as required by the CONTRACTOR under this agreement. CONTRACTOR shall require from any subcontractor a written agreement to exonerate, indemnify, defend and hold harmless the County of Santa Cruz in accordance with the full application of Paragraphs 7 and 8 of this contract agreement.

14. CONFLICT OF INTEREST : CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.

15. INDEPENDENT CONTRACTOR STATUS : CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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CONTRACTOR/COUNTY

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

16. PUBLICATIONS. MEDIA PRESENTATIONS: The CONTRACTOR agrees that whenever information related to the program funded under this contract appears in the media or in publication, CONTRACTOR will comply with the Public Relations paragraph of the Memorandum of Understanding between the parties and included as Exhibit D to this agreement, the provisions of which are incorporated herein.

17. AVAILABLE FUNDS : This agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the period covered by the terms of agreement, as specified in paragraph 2, for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by state, federal or County statutes which may affect the provisions, terms or funding of this contract in any manner.

18. MODIFICATIONS AND AMENDMENTS : This Contract shall only be modified or amended by a written document executed by the parties hereto.

19. CHOICE OF LAW AND PERSONAL JURISDICTION [County]: This Contract is made in Santa Cruz County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of Santa Cruz County.

20. NEW OR REVISED FEDERAL AND STATE REGULATIONS: Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be amended as needed to assure conformance with such Federal or State requirements.

21. TERMINATION: This Contract may be terminated in whole or in part for any of the following circumstances:

- a. Termination for Convenience - Either the County or the Contractor may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.
- b. Termination for Cause - The County, upon written notice to the Contractor, may immediately terminate this Contract, or any separable part performance under

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CONTRACTOR/COUNTY

this Contract, should the Contractor fail to perform properly any of its obligations hereunder.

c. Cessation or Reduction of Funding. [County] Notwithstanding Paragraph 19a. above, in the event that Federal, State or other non-County funding for this contract ceases or is reduced, the County may immediately terminate this Contract without prior written notice to the Contractor. This contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes which are necessary shall be incorporated into the contract. All funding provided by this contract is contingent on the availability of State or Federal funds and continued State or Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. In addition, the County may suspend or reduce its payment obligation to the Contractor for non-compliance with the terms and conditions of the Contract.

22. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

23. ATTACHMENTS: This Agreement includes the following attachments:

Attachment A: Program Responsibilities and Functions

Attachment B: Budget

Attachment C: California Standard Agreement H3803 1

Attachment D: Memorandum of Understanding

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Michael Paul  
Michael J. Paul, President  
Goodwill Industries of Santa Cruz,  
Monterey, and San Luis Obispo Co., Inc

Address: 350 Encinal Street  
Santa Cruz, CA 95060

Telephone: (831) 423-8611

Tax ID#: 94-1254638

APPROVED AS TO INSURANCE:

By: Janet McKinley 9-20-99  
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott  
County Counsel

DISTRIBUTION:

- County Administrative Office
- Auditor-Controller
- County Counsel
- Risk Management
- Contractor

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CONTRACTOR/COUNTY



**EXHIBIT A**

**GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY  
AND SAN LUIS OBISPO COUNTIES, INC.  
PROGRAM RESPONSIBILITIES AND FUNCTIONS**

- A. GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY AND SAN LUIS OBISPO COUNTIES, INC., (CONTRACTOR) shall operate and administer a program providing wages for up to twelve weeks of part time work experience to Santa Cruz County CalWORKs clients who are referred to and participate in the Employment Readiness Demonstration Project (ERDP).
- B. CONTRACTOR agrees to adhere to the following provisions:
- 1). CONTRACTOR, during the term of this contract, shall serve approximately 75 Santa Cruz County CalWORKs clients by providing paid wages and benefits for a cumulative total of 18,000 hours of work experience for clients participating in ERDP.
  - 2). CONTRACTOR will pay wages to each CalWORKs clients participating in ERDP work experience, at rate not to exceed federal or state minimum wage, which ever is higher, for up to 20 hours employment each week for a period of time not to exceed twelve weeks, at an anticipated maximum cost of \$1602 for each client.
  - 3). CONTRACTOR agrees to serve as employer with regard to payment for services performed by CalWORKs clients under the provisions of this contract, and in this respect agrees keep time cards and to administer payroll, pay and account for all associated payroll costs, including Social Security (FICA), Federal and State Income Taxes, State Disability Insurance, and State Unemployment Insurance in the course of its usual payroll practice.
  - 4). In its administration of payroll for paid work experience, CONTRACTOR will include any allowable federal advanced Earned Income Credit (advanced EIC) and shall assist in processing all Internal Revenue Service forms necessary to allow participating CalWORKs clients to receive advanced EIC payments.
  - 5). CONTRACTOR agrees to provide for Workers Compensation coverage at the minimum statutorily required amounts for all Santa Cruz County CalWORKs clients participating in the paid work experience component of ERDP.
  - 6). CONTRACTOR agrees to pay all costs associated with wages and benefits to

Santa Cruz County CalWORKs clients participating in the paid work experience component of ERDP, as provided in this agreement, and shall submit periodic claims for reimbursement of the costs.

- 7). CONTRACTOR shall be reimbursed for the following employee wages and benefits for each CalWORKs clients participating in the paid work experience component of ERDP under the provisions of this contract: hourly wages, employer's share of FICA (7.65% of wages), Employer State Unemployment Insurance (1.8% of wages), workers compensation premiums (5% of wages), and payroll administration costs.
  - 8). CONTRACTOR will submit monthly grant request/expenditure reports, including copies of any receipts required by the COUNTY, within thirty days after the end of each service month.
  - 9). CONTRACTOR shall provide any monthly, quarterly, and annual statistical, fiscal, and narrative reports to the COUNTY which may be required by the State of California Standard Agreement H3803 1 (Exhibit C), and the Memorandum of Understanding (Exhibit D) to provide services under the Employment Readiness Demonstration Project between COUNTY and CONTRACTOR.
  - 10.) CONTRACTOR shall cooperate with COUNTY in securing appropriate data, including client satisfaction surveys, to evaluate the effectiveness of the services provides under this contract.
- C. CONTRACTOR will comply with the non-displacement provisions of the Welfare and Institutions Code Section 11324.5, are incorporated into this contract by reference an made a part hereof as if set forth in full.
- D. CONTRACTOR agrees to adhere to all provisions of State of California Standard Agreement H3803 1, incorporated herein by reference as Exhibit C, which includes the provision of services under this agreement, and Memorandum of Understanding to provide services under the Employment Readiness Demonstration Project between COUNTY and CONTRACTOR incorporated herein by reference as Exhibit D.

N:\ . . . HRA\...\Exhibit A.wpd

Initials: WMP / ce  
CONTRACTOR/COUNTY

**Exhibit B**

**GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY  
AND SAN LUIS OBISPO COUNTIES, INC.  
PROGRAM BUDGET**

<b>Item</b>	<b>FY 99/00 (≈25 Clients)</b>	<b>FY 00/01 (≈40 Clients)*</b>	<b>FY 01/02 (≈10 Clients)*</b>	<b>Totals (≈75 Clients)</b>
<b>Wages</b>	34,500	55,200	13,800	103,500
<b>Employer FICA (7.65%)</b>	2,639	4,223	1,056	7,918
<b>State Unemp. Ins. (1.8%)</b>	621	994	248	1,863
<b>Workers Comp. (5%)</b>	1,725	2,760	690	5,175
<b>Payroll Costs (@ \$3.50/chk)</b>	565	904	225	1,694
<b>Totals</b>	<b>40,050</b>	<b>64,081</b>	<b>16,019</b>	<b>120,150</b>

\* Projected. Actual budget amounts for FY 00/01 and FY 01/02 shall be established at the beginning of each respective fiscal year based on prior year usage and carryover.

*MP / ce*  
Contractor/County

**CONTRACT TRANSACTION REQUEST (External)**

If requested, return material to: Nancy I. Poe  
 California Department of Social Services  
 Contracts Section  
 744 P Street, M.S. 7-747  
 Sacramento, CA 95814

To: <b>Goodwill Industries</b> of Santa Cruz, Monterey and San Lu John T. Collins II 350 Encinal Santa Cruz CA 95060-	DATE 07-34-99	AGREEMENT NUMBER H38031
	TYPE OF DOCUMENT Standard Agreement	AMOUNT \$1,151,476.00
	IF YOU HAVE QUESTIONS, PLEASE CONTACT CONTRACT OFFICER: Nancy I. Poe	TELEPHONE (916) 653-5032
CONTRACTING PARTIES State/Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo Counties, Inc.		
PURPOSE ERDP		

**TRANSACTION**

- Please review the attached agreement and provide us with your written comments by \_\_\_\_\_.
- We are submitting copies of the attached agreement for processing by your department. Upon execution and/or approval by the Department of General Services, please forward a copy of the fully executed document to the Contracts Section at the above address.
- WC are submitting \_\_\_\_\_ copies of the attached agreement for signature. Please have EACH copy signed by an author&d individual and return ALL of them to the Contracts Section at the above address by \_\_\_\_\_ for further processing. No services kc to be provided until all appropriate signatures have been obtained.
- Please forward a resolution from the board of supervisors (or appropriate governing body) authorizing the designated official to enter into and sign this agreement. \_\_\_\_\_
- Please provide the information requested on the attached Form Gen 945A and return it, together with copies of the signed agreement to the Contracts Section at the above address.
- Please complete, sign, and return the attached STD 21, Drug-free Workplace Certification
- Please complete, sign, and r&m the attached STD 204, Vendor Data Record. A properly completed form must be available in the Department before payment can be processed.
- Please complete, sign, and return the attached Certification Regarding Lobbying.
- Please have the marked changes on the attached copies initialed by an individual authorized to sign the agreement and return to the Contracts Section at the above address.
- We are forwarding a fully executed copy (copies) of the agreement for your records.
- The agreement contains instructions for mailing invoice(s).
- For Office of Management and Budget (OMB) Circular A-133 auditing purposes, the Federal Domestic Assistance Catalog number for this agreement is \_\_\_\_\_ (refer to Section \_\_\_\_\_)
- The pending agreement has been canceled. The cancellation was authorized by \_\_\_\_\_
- This agreement was canceled unilaterally. Since Section \_\_\_\_\_ allows for unilateral Cancellation within \_\_\_\_\_ days, the cancellation will take effect \_\_\_\_\_ . The cancellation was authorized by \_\_\_\_\_
- Other (see 'Comments' below).

COMMENT (S):

C 8038031 02800

STATE OF CALIFORNIA

**STANDARD AGREEMENT** — APPROVED BY THE ATTORNEY GENERAL  
STD. 2 (REV. 5-91)

CONTRACT NUMBER H38031	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-1254738	

THIS AGREEMENT, made and entered into this 1st day of February 1999 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director-:	AGENCY California Department of Social Services	, hereafter called the State, and
CONTRACTOR'S NAME Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo Counties, Inc.		, hereafter called the contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

CONTINUED ON 24 SHEETS; EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY California Department of Social Services	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) Goodwill Industries of Santa Cruz, Monterey and San Luis		
BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>	BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>		
PRINTED NAME OF PERSON SIGNING Douglas D. Park	PRINTED NAME AND TITLE OF PERSON SIGNING Michael J. Paul		
TITLE Chief, Financial Planning Branch	ADDRESS 350 Encinal Santa Cruz CA 95060-		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$133,506.00 98/99 \$436,485.00 99/00 \$391,583.00 00/01 \$1 89,902.00 01/02	PROGRAM CATEGORY (CODE AND TITLE) FUND: FEDERAL FUND ITEM: 5180-101- 0890 CHAPT: 524/98 STAT: 1998 FY: 98/99 Obj of Expenditure: 98-9990-706-21003 \$ 133,506.00	FUND TITLE Department of General Services Use Only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT so.00	TOTAL AMOUNT ENCUMBERED TO DATE \$1,151,476.00	APPROVED JUL 12 1999 DEPT OF GENERAL SERV	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i> 5/18/99		B.R. NO.	

31

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

- 1. The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.
- 2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- 3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- 4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
- 5. Time is of the essence in this agreement
- 6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- 7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

*MAD*

State/Goodwill Industries of Santa CNZ, Monterey, and San Luis Obispo Counties, Inc.

This Agreement is entered into for the purpose of Contractor assisting with the Employment Readiness Demonstration Project (ERDP) whereby the Contractor assists California Work Opportunity and Responsibility to Kids (CaWORKs) recipients with multiple barriers to obtaining and maintaining entry-level jobs to achieve self-sufficiency through obtaining unsubsidized employment.

#### A. CONTRACTOR RESPONSIBILITIES

1. Contractor shall assign each participant a case manager who shall provide information and consultation to the State-approved county case manager.
2. Contractor shall assess each participant to identify employment barriers. Assessments shall be initiated within one week of the completion of orientation conducted by the State-approved county case manager within the first two weeks of participation in the program.
  - a. Assessments shall include information obtained through a battery of tests and interviews, including but not limited to the following:
    - 1) Work history, including employment skills, knowledge and ability;
    - 2) Educational history and present educational competency level;
    - 3) Need for supportive services in order to maximize benefits from employment and training services;
    - 4) Identification of intensive and specialized employment needs, the skills to be attained, and the resources available to obtain employment; and,
    - 5) Referral to appropriate services for any other barrier to employment, including domestic violence, substance abuse, mental health problems, or a learning disability.
  - b. The results of the assessments shall be summarized in a written report.
3. Contractor shall write a Welfare-to-Work plan developed jointly by the Contractor, the State-approved county case manager assigned to the participant and the ERDP participant, and in which the Contractor shall:
  - a. Ensure that the Welfare-to-Work plan includes an experience or supported work component that shall:

- 1) Include concurrent enrollment in work experience or supported work and the necessary supportive services;
- 2) Provide intensive and close supervision/encouragement, a supportive peer environment; and,
- 3) Provide individual counseling intended to develop positive work habits and attitudes, work stamina necessary for competitive employment, work-appropriate interpersonal relationships, and the ability to perform the quantity and quality of work necessary for competitive employment.

b. Provide as necessary, participant to attend any of the following activities to address personal barriers to employment:

- 1) Vocational counseling for a maximum of 12 months which shall include efforts to help participant have realistic employment goals that correlate with their overall assessment results.
- 2) Career exploration/development which shall provide participant with needed job-specific information, such as minimum qualifications, training or education requirements, working conditions, availability of job openings, expected starting pay, and working hours.
- 3) Job search which shall provide close supervision of participant's efforts and activities and shall include motivational counseling, feedback on job interviews, assistance in completing applications, updating resumes, providing job leads/information, and direct job referrals. Contractor shall make, at a minimum, weekly contact to evaluate participant's efforts.
- 4) Parenting classes that shall provide curriculum-based instruction that involves group discussion and interaction, and focuses on teaching basic parenting skills.
- 5) Problem-solving skills classes which shall offer effective methods of resolving basic life-situation problems.
- 6) Non-medical substance abuse treatment that after assessment may include residential or outpatient treatment, 12-step recovery programs, hospital-based treatment, personal therapy, and/or group therapy.



- 7) Anger management groups that shall include support group meetings that help individual learn constructive, non-violent methods of alternative behavior.
  - 8) Basic skills instruction for participant identified as needing adult basic education services which shall be closely monitored, and when appropriate, coordinated with any other concurrent activity/service participant may be receiving:
  - 9) Mental health counseling, not to exceed 36 months, which shall include referral to appropriate community resources and may include additional specialized assessment testing and evaluation, personal and/or group counseling, and/or physician prescribed medication.
  - 10) Domestic violence support groups which may include temporary shelter, support group meetings, and/or legal assistance.
  - 11) Non-salaried work experience which shall provide work experience that offers a work environment characterized by intensive and close supervision and encouragement, a supportive peer environment, and individual counseling with a goal of assisting participant in gaining positive work habits and attitudes, work stamina necessary for competitive employment, work-appropriate interpersonal relationships, and the ability to perform the quantity and quality of work necessary for competitive employment.
    - a) Participant shall not be required to participate in work experience for more than eight weeks; and
    - b) Participant shall not be required to participate in work experience for more than twenty hours per week.
  - 12) Other impairment skills instruction.
  - 13) Other services necessary to obtain employment.
- c. Include, a 12-month maximum, subsidized, short-term skills training and/or on-the-job training by an employer for participant who is assessed as briefly needing the training. The short-term skills training shall:
- 1) Lead to earning a license or a certificate; and,

- 2) Be in an occupation likely to lead to employment.
- d. Include a requirement that as participant nears the completion of the work experience or supported work, the participant begin an active supervised job search for a period of up to four consecutive weeks. This time period may be extended based on the case manager's review of the participant's performance during the job search.
- e. Include a post-employment case management and supportive services to the extent that the services are not available from other sources for a minimum of 90 days, but no longer than 12 months starting with the first day of employment. These services shall include, but not be limited to:
  - 1) Development of job retention skills;
  - 2) Employer advocacy;
  - 3) On-site job training and problem solving skills;
  - 4) Development of work site based support from supervisors and co-workers;
  - 5) Development of community based support from family, friends, organizations, churches;
  - 6) Child care assistance, including transitional child care;
  - 7) Transportation assistance;
  - 8) Ancillary expenses, which shall include the costs of books, tools, clothing, fee, and other necessary costs; and,
  - 9) Personal counseling.
4. Contractor shall authorize in writing the approval of the participant's Welfare-to-Work plan.
5. Contractor shall require ERDP participant to undergo a drug test and shall refer participant to appropriate community resources when the type of employment participant is attempting to obtain requires a drug test as a condition of hire.
6. Contractor shall develop the participant's Welfare-to-Work plan to be no more than 24 months in duration with the option of receiving post-employment

services for at least 90 days, but no longer than the first 12 months of employment.

7. Contractor shall enroll a total of at least 150 participants with multiple barriers, phased in over a 24-month period and respectively served over a 36-month period. Of the 150 participants, 90 participants shall complete the ERDP program and 42 participants shall have entered competitive employment.
8. Contractor shall develop time lines, evaluation methods and report systems to assure effective and efficient accountability of the terms and conditions in this Agreement and to submit data and reports in the format and within the time frames specified by State. These reports include, but shall not be limited to, quarterly progress reports and evaluation reports.
9. Contractor agrees to make appropriate files available and actively participate in the fiscal monitoring and program evaluation. This will include, but is not limited to, a review of performance in relation to goals and objectives, and program expenditures.
10. Contractor agrees that all services provided through this Agreement shall be in accordance with all applicable state and federal laws, regulations, guidelines and policies.
11. Contractor agrees to comply with the provisions of Welfare and Institutions Code Section 10850 to assure that:
  - a. Records pertaining to any individual welfare recipient will be confidential and will not be open to examination for any purpose not directly connected with the administration of the Agreement.
  - b. No person will publish, disclose, use, or permit the use of, or cause to be published, disclosed, or used, any confidential information pertaining to any individual public assistance recipient or person receiving public social services (e.g., child welfare services).
  - c. All applicable employees, agents, and subcontractors shall be notified of the above provisions, and also notified that any person knowingly or intentionally violating the provisions of said State law is guilty of a misdemeanor.
12. Contractor shall obtain prior written approval from State for any proposed subcontract and shall notify State upon the termination of such subcontracts.

- 13. Contractor agrees to be responsible for ensuring that any subcontractors meet all the requirements listed herein.

**B. STATE RESPONSIBILITIES**

- 1. State shall be responsible for designating an outside evaluator.
- 2. State shall monitor and evaluate Contractor's fiscal expenditures and program activities to ensure compliance with this Agreement.
- 3. State shall request modification(s) to this Agreement as appropriate.

**C. JOINT RESPONSIBILITIES**

Each party shall designate a staff member to have primary responsibility for the liaison of activities to carry out this Agreement.

- 1. Contractor's single point of contact shall:
  - a. Work with State to develop and implement ERDP; and,
  - b. Participate in ERDP meetings held in Sacramento.

- 2. The contact person for the Contractor shall be:

John T. Collins, II  
 Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo  
 350 Encinal Street  
 Santa Cruz, CA 95060

(831) 423-8611

- 3. The contact person for the State shall be:

Merle Berg  
 Demonstration Projects Bureau  
 California Department of Social Services  
 744 P Street, MS 6-43  
 Sacramento, CA 95814.

(916) 657-1671

Agreement H38031  
State/Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc.

D. TERM OF AGREEMENT

The term of this Agreement shall be February 1, 1999 through January 31, 2002 to coincide with the requirements of the statewide three-year ERDP demonstration project.

E. FISCAL PROVISIONS

1. The maximum amount payable under this Agreement shall not exceed \$1,151,476. Shown below are the amounts that cannot be exceeded for each of the fiscal years:

1998/99	\$133,506
1999/00	\$436,485
2000/01	\$391,583
2001/02	\$189,902

2. Expenditures under this Agreement shall be in accordance with Exhibit A, "Budget Allocation", which is attached and made a part herein by this reference.

3. The Contractor may adjust line items of the Budget (Exhibit A) without formal amendment in accordance with the following:

- a. Change to any individual line item does not exceed \$20,000 or ten percent of the Agreement's total whichever is less (any number of line items may be adjusted as long as no one line item adjustment exceeds the limits herein described);
- b. The total amount of the Agreement does not change;
- c. The Contractor submits a written request for budget/program modification and explains the need for change(s), and specifically identifies the item(s) to be reduced or increased; and,
- d. State approves such change(s) in writing prior to implementation. State reserves the right to deny any such request for reimbursement in excess of any line item in the Budget.

Any budget change not meeting the above conditions shall be by contract amendment.

4. In consideration of the performance of the foregoing in a satisfactory manner, and upon receipt of detailed invoices and activity reports, State agrees to pay Contractor monthly in arrears, for services provided.
5. Invoices shall be submitted in triplicate to:

California Department of Social Services  
Demonstration Projects Bureau  
744 P Street, MS 6-43  
Sacramento, CA 958 14

All invoices submitted to the State shall identify this Agreement No. H38031 and Index Code 1200. Invoices which do not contain this information will be returned with a request for the Agreement number and/or index code.

6. State reserves the right to review service levels or billing procedures as they relate to this Agreement. Expenditures must be commensurate with the services provided. State reserves the right to adjust the spending authority and/or monthly invoices if expenditures are not commensurate with services.
7. Final billing under this Agreement must be received by the State within 90 days of the end of each fiscal year for work completed in that fiscal year or within 90 days following the end of the contract term.
8. This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the applicable fiscal year for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
9. As authorized by Government Code Section 11019, Contractor may request an advance not to exceed twenty-five (25) percent of the annual contract amount. All advance requests must include a detailed justification for the immediate cash flow need and the purpose of the advance as well as a plan for the State's recouping of the funds. Advance requests are also subject to State approval.
10. Contractor must receive in writing prior authorization from the State for reimbursement of any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the

price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.

11. State has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

12. Understanding that the State's funding source for this Agreement is federal funds, Contractor shall assume the financial responsibility and accountability for all funds transferred and shall accept responsibility for receiving, replying to, and/or complying with any audit exception that may arise from the activities identified in Section A, "Contractor Responsibilities". Contractor will return any money necessary to repay CDSS for any federal audit exception resulting in the disallowance of Federal Financial Participation (FFP) in which Contractor has not complied with the requirements of this Agreement and applicable federal regulations.

13. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of Congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

14. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

15. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

16. Contractor agrees to obtain a financial, program compliance and internal control structure audit of its organization in accordance with the Federal Office of Management of Budget (OMB) Circular A-133.

Contractor agrees to submit a copy of the final audit report to the following address:

California Department of Social Services  
Demonstration Projects Bureau  
744 P Street, MS 6-43  
Sacramento, CA 958 14

F. GENERAL PROVISIONS

1. This Agreement may be amended by written mutual consent of both parties.
2. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.
3. This Agreement may be terminated by either party upon 30 days advance written notice to the other party. Neither party shall be required to show cause for such cancellation.
4. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor complies with the American with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and with all applicable Federal and State laws and regulations, guidelines, and interpretations issued pursuant to the ADA.
5. Contractor agrees that the awarding agency or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the awarding department or its delegatee with any relevant information requested and shall permit the awarding agency or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with PCC § 8546.7 et seq. Contractor further agrees to maintain such records for a period of three years after final payment under the Agreement, or if an audit is initiated during that period, until the audit is completed, whichever is later.
6. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor complies with the PCC Sections 10410 and 10411:
  - a. Current State Employees (Public Contract Code Section 10410)
    - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or

*Handwritten initials and scribbles*



funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.

- 2) No officer or employee shall contract on his or her behalf as an independent contractor with any State agency to provide goods or services.

b. Former State Employees (Public Contract Code Section 10411)

- 1) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.

- 2) For the 12-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

7. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b. Establish a Drug-Free Awareness Program as required by Government code Section 8355(b) to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation, and employee assistance programs; and,

- 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Agreement will:
    - 1) Receive a copy of the company's drug-free workplace policy statement; and,
    - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
8. The State reserves title to all equipment of any kind purchased from, advanced, or reimbursed by, funds from the State, and not fully consumed in the performance of this Agreement. Inventory and disposition of such equipment is subject to this paragraph, as well as paragraphs a, b, and c below:
- a. Contractor shall, at the request of the State, submit an inventory of equipment purchased under this Agreement.
  - b. Before equipment purchases made by Contractor are reimbursed by State, Contractor must submit copies of paid vendor receipts, identifying the purchase price, a description of the item, the serial number, model number and location of the equipment during the Agreement term. These receipts shall be attached to Contractor's invoice for the month in which the equipment was purchased.
  - c. At termination of this Agreement, Contractor shall provide a final inventory to the State, and shall, at that time query the State as to the State's requirements for returning said equipment. Final disposition of such equipment shall be at State expense and in accordance with State instructions issued immediately after the receipt of the final inventory.
9. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

## Agreement H3803 1

State/Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc.

10. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor complies with the nondiscrimination clause which states that during the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor, unless specifically exempted, complies with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, CCR, Section 8113.
12. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring the disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.
13. Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and

## Agreement H38031

State/Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc.

secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233,10308.5,10354)

14. Should the Contractor enter into subcontracts in excess of \$10,000 using funds provided under this Agreement, the Contractor shall place in each subcontract language which indicates that the subcontract will be subject to Bureau of State Audits and the Federal Government audit for a period of three years after final payment under the subcontract.
15. Contractor agrees to notify State in advance of all printing or other reproduction work for more than an incidental and minor dollar amount. Pursuant to SAM Section 2800 et seq., State should arrange for such work with the cost to be deducted from the amount payable to the Contractor.
16. Contractor's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor agrees to comply with Federal Debarment and Suspension requirements as found in 7 CFR Part 301.17, 45 CFR Part 74.13, and 45 CFR Part 76, or as amended.
17. This Agreement is of no force and effect unless and until signed by all parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
18. This Agreement is to be construed and enforced under, in accordance with, and governed by, the laws of the State of California. State and Contractor agree that any suit, action or proceeding with respect to this Agreement shall be brought in any court of competent jurisdiction located in Sacramento County, California.
19. This Agreement is the result of a negotiation between State and Contractor in which each party was represented by legal counsel and shall not be construed for or against either party by reason of draftsmanship or otherwise.
20. Any headings to the sections or subsections of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement, or any provisions of this Agreement.

Agreement H38031  
State/Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc.

21. The persons signing this Agreement, represent and warrant that they have the necessary power, consent and authority to execute and deliver this Agreement on behalf of each of the parties.

G. DISPUTE RESOLUTION

1. If the Contractor disputes a decision of the State's program management regarding the performance of this Agreement or on other issues for which the State's program management is authorized by this Agreement to make a binding decision, Contractor shall provide a written dispute notice to the State's program management within fifteen calendar days after the date of the action. The written dispute notice shall contain the following information:

- a. The matter under dispute;
- b. The reason(s) Contractor believes the action of the State's program management to have been in error. (Reference pertinent Agreement provisions, if applicable);
- c. Identification of all documents and substance of all oral communication which supports the Contractor's position; and,
- d. The dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State's Program management will examine the matter and issue a written decision to the Contractor with fifteen calendar days. The written decision of the State shall contain the following information:

- a. A description of the dispute;
- b. A reference to pertinent Agreement provisions, if applicable;
- c. A statement of factual areas of agreement or disagreement; and,
- d. A statement of the State's decision with supporting rationale.

3. The decision of the State's program management shall be final unless within thirty days from the date of receipt of the decision the Contractor files with the State a notice of appeal addressed to:

Agreement H38031.

State/Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc.

California Department of Social Services  
Attention: Chief, Contracts Section  
744 P Street, MS 7-747  
Sacramento, CA 95814

- 4. The Chief of the Contracts Section, California Department of Social Services, shall immediately forward the notice of appeal to the Office of Administrative Hearings, Department of General Services which will then conduct a formal administrative appeal process pursuant to Health and Safety Code Section 38057.
- 5. Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the State's orders and directions.

H. INDEMNIFICATION BY THE STATE

- 1. In order to ensure timely and complete implementation of ERDP, and for the purpose of furthering ERDP participants' progress towards self-sufficiency, State is willing to indemnify Contractor to the extent specified in this Agreement.
  - a. The indemnification issue has arisen because of:
    - 1) The conflict between State and the federal Department of Labor (DOL) regarding the application of the FLSA's minimum wage requirement to work experience activities; and
    - 2) Contractor's concerns about potential claims and liability for non-compliance with the FLSA's minimum wage requirement.
  - b. The federal DOL has stated that welfare recipients would probably be considered employees in many, if not most, of the work activities described in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA). Work experience is an activity described in PRWORA.
  - c. State has determined that work experience activities provided to CalWORKs recipients are not subject to the FLSA's minimum wage requirement.
- 2. Contractor agrees to notify State in writing within 10 working days with respect to any claim made or threatened or demands, costs or judgements against Contractor, or compulsory process or request served upon

Contractor, for which Contractor may be entitled to indemnification by State pursuant to this Agreement.

a. The written notice shall contain the following information:

- 1) Identification number of claim, demand, cost or judgement documents;
- 2) A description of the claim, demand, cost or judgement;
- 3) Identification of this Agreement number;
- 4) A reference to pertinent Agreement provisions, if applicable;

b. Written notice shall be deemed to have been duly given if:

- 1) It is delivered by hand and receipted for by the party to whom such notice must be directed; or
- 2) It is mailed by certified or registered mail with postage prepaid to:

California Department of Social Services  
Demonstration Projects Bureau  
744 P Street, MS 6-43  
Sacramento, CA 95814  
ATTN: Merle Berg

c. Notice shall be deemed to have been received on the date of delivery or on the third business day after mailing. State may furnish Contractor with written notice of a change of address in the same manner as providing notice as specified above, in which case, notices must be sent to such new address.

3. Upon receipt of the written notice, State agrees to indemnify Contractor from any and all claims and losses Contractor may suffer as a result of claims, demands, costs or judgements against Contractor arising out of any claim that the Contractor has not complied with 42 USC §602, the FLSA's minimum wage requirement, made by or on behalf of an ERDP participant, based on participation in the work experience activities performed by a participant as specified in Section A, paragraph 3, subparagraph b, item numbers 11), 11a) and 11b), provided that:

a. The following provisions of this Agreement have been met:

- 1) Section A, paragraph 3, subparagraph b, item numbers 11), 1 la), and 11b);
- 2) Section A, paragraph 3, subparagraph d;
- 3) Section A, paragraph 8;
- 4) Section A, paragraph 10;
- 5) Section A, paragraph 12;
- 6) Section A, paragraph 13; and
- 7) Section H

b. State shall not indemnify Contractor in connection with any participant for whom the conditions specified in Section H, paragraph 3, subparagraph a) are not met.

4. Upon receipt of the written notice, State agrees to defend against any claims brought or actions filed against Contractor which are subject to indemnification under Section H, paragraph 3 of this Agreement, provided that the following conditions are met:

- a. Contractor shall not make any admission with respect to claims made with respect to the indemnification by State without prior written consent of State.
- b. State shall have sole authority for the direction of the defense of any claims, including the right to retain counsel selected by State in its sole discretion;
- c. State shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Contractor;
- d. State shall have no obligation to indemnify or defend Contractor in any way for any fees or costs of counsel retained by Contractor or any compromise or settlement of any claims or actions made by Contractor without the State's prior written consent;
- e. Contractor shall cooperate with State in the defense and settlement of claims made with respect to the indemnification by State, including but not limited to:



- 1) Providing State with any information and cooperation as State may reasonably require;
  - 2) Making appropriate personnel available to State at such times as State may reasonably request; and
  - 3) Cooperating and taking all steps to preserve and protect any defense to the claim as State may reasonably request; and
- f. State shall reimburse Contractor for costs incurred pursuant to Section H, paragraph 4, item numbers e), e1), e2), and e3) only when State has given prior approval for such costs.

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State/Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo

Exhibit A  
Page 1

**BUDGET ALLOCATION**  
February 1, 1999 through January 31, 2002

COMPONENT	02/01/99- 06/30/99	07/01/99- 06/30/00	07/01/00- 06/30/01	07/01/01- 01/31/02	TOTAL BUDGET
<b>PERSONNEL SERVICES</b>					
Salary	\$57,717	\$223,770	\$204,664	\$98,102	\$584,253
Benefits	<u>16,161</u>	<u>62,656</u>	<u>57,306</u>	<u>27,469</u>	<u>163,592</u>
<b>SUBTOTAL</b>	<b>\$73,878</b>	<b>\$286,426</b>	<b>\$261,970</b>	<b>\$125,571</b>	<b>\$747,845</b>
<b>OPERATING EXPENSES</b>					
Project Staff	\$2,000	\$1,500	\$1,500	\$0	\$5,000
Consultant Services	\$1,000	\$1,000	\$1,000	\$0	\$3,000
Travel	2,860	4,464	4,484	1,546	13,374
Space	2,925	7,020	7,020	4,095	21,060
PC Purchase	13,600	0	0	0	13,600
Furniture & Equipment Purchase	15,400	0	0	0	15,400
Consumable Supplies	1,260	3,024	3,024	1,260	8,568
Printing	1,000	1,000	1,000	0	3,000
Communications	600	1,440	-1,440	20	4,300
Utilities	95	2,148	2,148	1,253	6,444
Indirect Costs	7,388	28,643	26,197	12,557	74,785
Participant Costs	6,200	93,900	75,900	38,100	214,100
Other Costs	<u>4,500</u>	<u>5,900</u>	<u>5,900</u>	<u>4,700</u>	<u>21,000</u>
<b>SUBTOTAL</b>	<b><u>\$59,628</u></b>	<b><u>\$150,059</u></b>	<b><u>\$129,613</u></b>	<b><u>\$60,381</u></b>	
<b>TOTAL EXPENSES</b>	<b>\$133,506</b>	<b>\$436,485</b>	<b>\$391,583</b>	<b>\$189,902</b>	<b>\$1,151,476</b>

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BUDGET NARRATIVE/DETAIL  
February 1, 1999 through June 30, 1999

PERSONNEL SERVICES

	Number of Salary Positions	Monthly Rate	Number of Months	% Rate Budgeted	TOTAL
Program Manager	1	\$3,435	5	100%	\$17,175
Employment Services Specialist	2	3,067	3	100%	18,402
Training Coordinator	1	2,385	4	100%	9,540
Job Coach	1	1,800	2	100%	3,600
Clerk Typist	1	1,800	5	100%	9,000
Benefits (28% of Salaries)					<u>16,161</u>
<b>SUBTOTAL</b>					<b>\$73,878</b>

OPERATING EXPENSES

	Number of Months		
<b>Project Staff</b>			
Training (e.g. Drug/Alcohol Addiction, Job Placement, Family Systems, Cultural Sensitivity)		\$1,000	
Advertising for Recruitment of Staff		<u>1,000</u>	2,000
<b>Consultant Services</b>			
Legal Fees 4 hours @ \$250/hour		<u>\$1,000</u>	1,000
<b>Travel</b>			
Local: 800 miles/month @ \$.29/mile	5	51,160	
Out of Town: Statewide Project Meetings 2 @ \$350 and 2 @ \$500		<u>1,700</u>	2,860
<b>Space</b>			
800 sq. ft @ \$.50/sq.ft./month	5	\$2,000	
Facility Maintenance: @ \$185/month	5	<u>925</u>	2,925
<b>Computer Purchases</b>			
Laptop PCs with printers 3 @ \$2,000/ea		56,000	
Desktop PCs 5 @ \$1,520/ea		<u>7,600</u>	13,600
<b>Furniture and Equipment Purchases</b>			
Work stations with chairs, desks, tables, and telephones 9 @ \$171.11/ea		<u>\$15,400</u>	15,400
<b>Consumable Supplies</b>			
Office Supplies: \$252/month	5	<u>\$1,260</u>	1 2 6 0
Printing			
Stationary, business cards, copying, participant handouts, instructional materials		<u>\$1,000</u>	1,000
<b>Communications</b>			
Telephone: B lines @ \$100/month	5	\$500	
Postage @ \$20/month	5	<u>100</u>	600
<b>Utilities</b>			
Utilities @ \$179/month	5	<u>\$895</u>	895
<b>Indirect Costs</b>			
10% of salary and benefits		<u>\$7,388</u>	7,388
<b>Participant Costs</b>			
Certificates and Awards		5300	
Participant Support Services @ \$1600/month	3	4,800	
Drug Testing 1 0/month @ \$50/test	1	500	
Supplies: Equipment, books, small tolls, clothing @ \$200/month	3	<u>600</u>	6,200
<b>Other Costs</b>			
Software and small tools for workshops		\$500	
Insurance @ \$200/mo	5	1,000	
Audit Costs: Share of annual agency audit costs		<u>3,000</u>	4,500
<b>SUBTOTAL</b>			<b>\$59,188</b>

TOTAL BUDGET FOR FEBRUARY 1, 1999 -JUNE 30, 1999

\$59,188  
**31**  
\$133,506

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Agreement H38031  
 State/Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo

BUDGET NARRATIVE/DETAIL  
 July 1, 1999 through June 30, 2000

PERSONNEL SERVICES

	Number of Salary Positions	Monthly Rate.	Number of Months	% Rate Budgeted	TOTAL
Program Manager	1	63,620	12	100%	\$43,440
Employment Services Specialist	2	3,220	12	100%	77,200
Employment Services Specialist	1	3,220	6	100%	19,320
Training Coordinator	1	2,385	12	100%	28,620
Job Coach	1	1,890	12	100%	22,680
Job Coach (hourly)	1	1,625	12	50%	9,750
Clerk-Typist	1	1,890	12	100%	22,680
Benefits (28% of Salaries)					<u>62,656</u>
<b>SUBTOTAL</b>					<b>\$286,426</b>

OPERATING EXPENSES

	Number of Months		
Project Staff			
Training (e.g. Drug/Alcohol Addiction, Job Placement, Family Systems, Cultural Sensitivity)		51,000	
Advertising for Recruitment of Staff		<u>500</u>	\$1,500
Consultant Services			
Legal Fees 4 hours @ \$250/hour		<u>\$1,000</u>	\$1,000
Travel			
Local: 800 miles/month @ \$.29/mile	12	\$2,784	
Out of Town: Statewide Project Meetings 2 @ \$350 and 2 @ \$500		1,700	4,484
Space			
800 sq. ft @ \$.50/sq.ft./month.	12	\$4,800	
Facility Maintenance: @ \$185/month	12	<u>2,220</u>	7,020
Consumable Supplies			
Office Supplies: \$252/month	12	<u>\$3,024</u>	3,024
Printing			
Stationary, business cards, copying, participant handouts, instructional materials		<u>\$1,000</u>	1,000
Communications			
Telephone: @ \$100/month	12	51,206.	
Postage @ \$20/month	12	<u>240</u>	1,440
Utilities			
Utilities @ \$179/month	12	<u>\$2,148</u>	2,148
Indirect Costs			
10% of salary and benefits		<u>\$28,643</u>	28,643
Participant Costs			
Certificates and Awards		\$300	
Participant Support Services @ \$1600/month	12	19,200	
Drug Testing 10 tests/month @ \$50/test	12	6,000	
Supplies: Equipment, books, small tolls, clothing @ \$200/month	12	2,400	
Skills Training: 22 participants @ 53.000		<u>66,000</u>	93,900
Other Costs			
Software and small tools for workshops		\$500	
Insurance @ \$200/month	12	2,400	
Audit Costs: Share of annual agency audit costs		<u>3,000</u>	<u>5,900</u>
<b>SUBTOTAL</b>			<b>\$150,059</b>

TOTAL BUDGET FOR JULY 1, 1999 - JUNE 30, 2000

\$436,485

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BUDGET NARRATIVE/DETAIL  
 July 1, 2000 through June 30, 2001

PERSONNEL SERVICES

	Number of Salary Positions	Monthly Rate	Number of Months	% Rate Budgeted	TOTAL	
Program Manager	1	\$3,801	12	100%	\$45,612	
Employment Services Specialist	2	3,381	12	100%	81,144	
Training Coordinator	1	2,504	8	100%	20,032	
Job Coach	1	1,985	12	100%	23,820	
Job Coach (hourly)	1	1,706	12	50%	10,236	
Clerk Typist	1	1,985	12	100%	<u>23,820</u>	\$204,664
Benefits (28% of Salaries)						57,306
<b>SUBTOTAL</b>						<b>5261,970</b>

OPERATING EXPENSES

	Number of Months			
<b>Project Staff</b>				
Training (e.g. Drug/Alcohol Addii Job Placement, Family Systems, Cultural Sensitivity)		\$1,000		
Advertising for Recruitment of Staff		<u>500</u>		\$1,500
<b>Consultant Services</b>				
Legal Fees 4 hours @ \$250/hour		<u>\$1,000</u>		51,000
<b>Travel</b>				
Local: 800 miles/month @ \$.29/mile	12	\$2,784		
Out of Town: Statewide Project Meetings 2 @ \$350 and 2 @ 5500		<u>1,700</u>		4,484
<b>Space</b>				
800 sq. ft @ \$.50/sq.ft./month	12	\$4,800		
Facility Maintenance: @ \$185/month	12	<u>2,220</u>		57,020
<b>Consumable Supplies</b>				
Office Supplies: \$252/month	12	<u>\$3,024</u>		3,024
<b>Printing</b>				
Stationary, business cards, copying, participant handouts, instructional materials		<u>\$1,000</u>		1,000
<b>Communications</b>				
Telephone: @ \$100/month	12	\$1,200		
Postage @ \$20/month	12	<u>240</u>		1,440
<b>Utilities</b>				
Utilities @ \$179/month	12	<u>\$2,148</u>		2,148
<b>Indirect Costs</b>				
10% of salary and benefits		<u>\$26,197</u>		26,197
<b>Participant Costs</b>				
Certificates and Awards		5300		
Participant Support Services @ \$1600/month	12	10,200		
Drug Testing 10 tests/month @ \$50/test	12	6,000		
Supplies: Equipment, books, small tools, clothing @ \$200/month	12	2,400		
Skills Training: 15 participants @ 53,000		<u>a_000</u>		75,900
<b>Other Costs</b>				
Software and small tools for workshops		4500		
Insurance @ \$200/month		2,400		
Audit Costs: Share of annual agency audit costs	12	<u>3,000</u>		5,900
<b>SUBTOTAL</b>				<b>5129,613</b>
<b>TOTAL BUDGET FOR JULY 1, 2000 - JUNE 30, 2001</b>				<b>\$391,583</b>

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Agreement H38031  
 State/Goodwill Industries of Santa CNZ, Monterey and San Luis Obispo

BUDGET NARRATIVE/DETAIL  
 July 1, 2001 through January 31, 2002

PERSONNEL SERVICES

	Number of Salary Positions	Monthly Rate	Number of Months	% Rate Budgeted	TOTAL	
Program Manager	1	\$3,801	7	100%	\$26,607	
Employment Services Specialist	2	3,381	6	100%	40,572	
Training Coordinator	1	3,381	6	100%	20,286	
Job Coach	1	1,985	6	100%	11,910	
Job Coach (hourly)	1	1,709	6	50%	5,118	
Clerk Typist	1	1,985	7	100%	<u>13,895</u>	\$98,102
Benefits (26% of Salaries)						<u>27,469</u>
<b>SUBTOTAL</b>						<b>5125,571</b>

OPERATING EXPENSES

		Number of Months		
<b>Project Staff</b>				
Training (e.g. Drug/Alcohol Addiction, Job Placement, Family Systems, Cultural Sensitivity)			<u>\$1,000</u>	\$1,000
<b>Travel</b>				
Local: 400 miles/month @ \$.29/mile		6	\$696	
Out of Town: Statewide Project Meetings 2 @ \$350 and 1 @ \$500			<u>850</u>	5 1 . 5 4 6
<b>Space</b>				
800 sq. ft @ \$.50/sq.ft./month		7	52,800	
Facility Maintenance: @ \$185/month		7	<u>1,295</u>	4,095
<b>Consumable Supplies</b>				
Office Supplies: \$63/month		5	<u>\$315</u>	315
<b>Communications</b>				
Telephone: @ \$100/month		7	\$700	
Postage: @ \$20/month		6	<u>120</u>	820
<b>Utilities</b>				
Utilities @ \$179/month		7	<u>\$1,253</u>	1,253
<b>Indirect Costs</b>				
10% of salary and benefits			<u>\$12,557</u>	12,557
<b>Participant Costs</b>				
Certificates and Awards			5300	
Participant Support Services @ \$1600/month		6	9,600	
Drug Testing 10 tests/month @ \$50/test		6	3,000	
Supplies: Equipment, books, small tools, clothing @ \$200/month		6	1,200	
Skills Training: 8 participants @ 53,000			<u>24,000</u>	38,100
<b>Other Costs</b>				
Software and small loots for workshops			5500	
Insurance @ \$200/month		6	1,200	
Audit Costs: Share of annual agency audit costs			<u>3,000</u>	4,700
<b>SUBTOTAL</b>				<b>\$64,331</b>

TOTAL BUDGET FOR JULY 1, 2001 -JANUARY 31, 2002 **\$189,902**

**MEMORANDUM OF UNDERSTANDING**

between

**County of Santa Cruz Human Resources Agency  
and**

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**Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo Counties, Inc.**

**PURPOSE**

This Memorandum of Understanding (**MOU**) represents the implementation of an agreement between the County of Santa **Cruz** Human Resources Agency (**HRA**) and Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo Counties, Inc. (**GOODWILL**) to provide services under **the** Employment Readiness Demonstration **Project** (**ERDP**) **funded** by the California Department of Social Services (**CDSS**).

**TERM**

The term of the agreement shall be from June 1, 1999 through May 31, 2002.

Amendments to this MOU may be made in writing **by mutual** agreement of **HRA** and **GOODWILL**.

This MOU or any renewal thereof may be terminated by either party upon the giving of 30 days prior written notice to the other party.

**SERVICES**

The ERDP will provide employment services to Santa **Cruz** and Monterey County **CalWORKs** participants as described in the ERDP proposal funded by the CDSS.

This MOU and Attachment A, "**ERDP** Policies and Procedures" will provide the conceptual and procedural framework for the staff of HRA and **GOODWILL** to work cooperatively to provide identified Santa **Cruz** County **CalWORKs** participants with employment services through the ERDP.

**GOODWILL** and **HRA** will work cooperatively to develop and pilot a paid work experience component for ERDP participants assigned to the ERDP "treatment" group.

**REFERRALS**

HRA **CalWORKs** will identify **CalWORKs** participants who meet the criteria for **ERDP** participation and who have agreed to participate in ERDP. These **CalWORKs** participants will be referred to the ERDP program phased in over a 24-month period and respectively served over a 36 month period or the duration of the grant as outlined in "Attachment A" of this MOU and will constitute the treatment **group**. An equal number of **CalWORKs** participants who meet the ERDP criteria but who are receiving regular **CalWORKs** services will be identified and will constitute the control group.

**GOODWILL RESPONSIBILITIES**

A. Upon referral **from** HRA, **GOODWILL** shall assign each **participant** a case manager who shall

provide information and consultation to the HRA ERDP Employment and Training Specialist (ETS).

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B . GOODWILL shall assess each participant to identify employment barriers. Assessments shall be initiated within one week of the completion of the ERDP orientation.

1. Assessments shall include information obtained through a battery of tests and interviews, including but not limited to the following:
  - a. Work history including employment skills, knowledge, and ability;
  - b. Educational history and present educational competency level;
  - c. Need for supportive services that address barriers to employment;
  - d. Identification of intensive and specialized employment needs, skills to be attained, and the resources available to attain employment;
  - e. Referral to appropriate services that address barriers to employment including domestic violence, alcohol and drug abuse, mental health problems, **and/or** learning disabilities.

C. Upon completion of the comprehensive assessment, GOODWILL shall write a WtW plan developed jointly by GOODWILL, the HRA ERDP ETS assigned to the participant, and the ERDP participant in which GOODWILL shall:

1. Ensure that the WtW plan includes an experience or supported work component that shall:
  - a. Include concurrent enrollment in work experience or supported work and the necessary supportive services;
  - b. Provide intensive and close supervision/encouragement, a supportive peer environment; and,
  - c. Provide individual counseling intended to develop positive work habits and attitudes, work stamina necessary for competitive employment, **work-**appropriate interpersonal relationships, and the ability to perform the quantity and quality of work necessary for competitive employment.

2 . Submit the WtW plan for approval by the HRA ERDP ETS.

D. Provide as necessary, participant to attend any of the following activities to address personal barriers to employment:

1. Vocational counseling for a maximum of 12 months which shall include efforts to help participants have realistic employment goals that correlate with their overall assessment results.
2. Career exploration/development which shall provide participant with needed job specific information, such as minimum qualifications, training or education requirements, working conditions, availability of job openings, expectant starting pay, and working hours.
3. Job search which shall provide close supervision of participant's efforts and activities and shall include motivational counseling, feedback on job interviews, assistance in completing applications, updating resumes, providing job lead/information, and direct job referrals. GOODWILL shall make, at a minimum weekly contact to evaluate participant's efforts.



4. Parenting classes that shall provide curriculum-based instruction, that involves group discussion and interaction, and focuses on teaching basic parenting skills.
  5. Problem solving skills classes which shall offer effective methods of resolving ~~basic~~ <sup>basic</sup> life situation problems.
  6. Non-medical substance abuse treatment that after assessment may include residential or outpatient treatment, ~~12-step~~ recovery programs, hospital based treatment, personal therapy, and/or group therapy.
  7. Anger management groups that shall include support group meetings that help individual learn constructive, non-violent methods of alternative behavior.
  8. Basic skills instruction for participant identified as needing adult basic education services which shall be closely monitored, and when appropriate, coordinated with any other concurrent activity/service participant may be receiving.
  9. Mental health counseling, not to exceed 36 months, which shall include referral to appropriate community resources and may include additional specialized assessment testing and evaluation, personal and/or group counseling, and/or physician prescribed medication.
  10. Domestic violence support groups which may include temporary shelter, support group meetings, and/or legal assistance.
  11. Non-salaried work experience which shall provide work experience that offers a work environment characterized by intensive and close supervision and encouragement, a supportive peer environment, and individual counseling with a goal of assisting participant in gaining positive work habits and attitudes, work stamina necessary for competitive employment, work- appropriate interpersonal relationships, and the ability to perform the quantity and quality of work necessary for competitive employment.
    - a) Participant shall not be required to participate in work experience for more than eight weeks; and
    - b) Participant shall not be required to participate ~~in~~ work experience for more than twenty hours per week.
  12. Other impairment skills instruction.
  13. Other services necessary to obtain employment.
- E. Include, a 12- month maximum, subsidized, short-term skills training and/or on-the-job training by an employer for participant who is assessed as briefly needing the training. The short-term skills training shall:
1. Lead to earning a license or a certificate; and,
  2. Be in an occupation likely to lead to employment.
- F. Include a requirement that as a participant nears the **completion** of the work experience or supported work, the participant begin an active supervised job search for a period of up to four consecutive weeks, This time period may be extended based on the case manager's review of the participant's performance during the job search.
- G. Include a post-employment case management and supportive services to the extent that the services are not available from other sources for a minimum of 90 days, but no longer than 12 months starting with the first day of employment. These services shall include, but not be limited to:
1. Development of job retention skills;
  2. Employer advocacy;
  3. On-site job training and problem solving skills;

4. Development of work site based support **from** supervisors and coworkers;
5. Development of community based support **from** family, friends, organizations, churches;
6. Assistance with child care including transitional child care;
7. Transportation assistance;
8. Ancillary expenses, which shall include the costs of books, tools, clothing, fee and other necessary costs; and
9. Personal counseling.

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## CASE COORDINATION

- A. GOODWILL and BRA staff will work together in a **mutidisciplinary** team to provide an appropriate range of services.
  1. Each ERDP participant will be assigned to a GOODWILL Employment Services Specialist who will be his or her primary case manager during participation in ERDP.
  2. HRA will assign a **CalWORKs** Eligibility Worker and Employment Training Specialist to each ERDP participant.
- B. HRA will assign a manager to serve as the **HRA** ERDP Coordinator.
- C. GOODWILL will assign a manager to serve as the GOODWILL ERDP Coordinator,

## IN SERVICE TRAINING

Both HRA and GOODWILL will provide training as necessary to ERDP staff regarding the other agency's mission, services, procedures, etc. Training may be formal such as seminars, or informal, such as attendance at unit meetings.

## CONFIDENTIALITY

- A. The confidentiality of all program participants will be strictly adhered to as required by the Welfare and Institutions Code Section 10850.
- B. Information will be shared between **HRA** and GOODWILL after the participant has signed a Release of Information form. A signed release will be required before confidential participant information will be shared with any other participating agencies.

## PUBLIC RELATIONS

- A. HRA and GOODWILL agree that press releases or other forms of media prepared by either party will be submitted in writing to the other for their approval.
  1. HRA or GOODWILL will respond to the other regarding **the** draft press release or other forms of media within 48 hours.
- B. In the event of media contacts regarding the ERDP, BRA or GOODWILL will inform the other by the close of that business day of the contact.

**MONITORING AND REPORTING**

- 1. This MOU will be monitored via regularly scheduled monthly meetings between GOODWILL staff and the HRA CalWORKs staff. Referrals, welfare to work plans, employment placements and case closures will be reviewed on a monthly basis.
- 2. Statistical reports for the treatment group will be generated by GOODWILL as needed to meet CDSS and evaluation reporting requirements. These reports will be shared with HRA to monitor MOU objectives and contract requirements.
- 3. The GOODWILL Project Manager and the HRA ERDP Project Coordinator will meet quarterly to review objectives and procedures and refine processes to achieve identified goals and objectives.
- 4. HRA and GOODWILL will participate as required in all CDSS meetings,

**FISCAL RESPONSIBILITY**

GOODWILL will serve as the fiscal agent for ERDP and as such will contract with CDSS.

GOODWILL will notify HRA of any contract or budget changes.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY

GOODWILL INDUSTRIES OF SANTA  
CRUZ, MONTEREY, AND SAN LUIS  
OBISPO COUNTIES, INC.

BY: Cecilia Espinola  
Cecilia Espinola, Administrator

BY: Michael J Paul  
Michael J Paul, President

Approved as to form:

BY: Core M. Scott  
County Counsel

## Santa Cruz County ERDP Procedure

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**Background:** HRA in conjunction with Monterey County Department of Social Services and Goodwill Industries of Santa Cruz, Monterey, and San Benito Counties, Inc. has been selected to provide services to CalWORKs recipients in a three year demonstration project know as the Employment Readiness Demonstration Project (ERDP). The purpose of ERDP is to assist CalWORKs recipients with multiple barriers to obtain and retain employment, to achieve self-sufficiency and discourage long term welfare dependency. ERDP will enable individuals to participate in the welfare-to-work program that in the past may have been exempt or deferred from participation due to physical, mental, substance abuse, domestic violence problems or low cognitive functioning. ERDP participants will receive intensive and specialized employment services necessary to obtain employment.

The ERDP will be evaluated to determine the effectiveness of this service model in placing individuals with no significant work history and with multiple barriers into unsubsidized employment or other work activities. For evaluation purposes, a random assignment will be made of “treatment group” program participants (who will receive services through Goodwill) vs. “control group” program participants (who will receive regular CalWORKs services).

**Target Population:** The target population for the ERDP includes individuals from FG cases who have been on aid for a minimum of four cumulative years with income less that \$3000 per year, and who have a barrier to employment as determined by the ERDP Screen.

The California Department of Social Services (CDSS) will provide a listing of the potential participants in the project who meet the criteria. Only those clients identified on the State’s RDP list, and are screened to have a barrier will be eligible for ERDP.

There will be approximately 75 treatment cases and 75 control group cases from Santa Cruz County, phased in over a 24-month period and respectively served over a 36-month period.

If an individual is exempt from work activities, he/she would not be included in this project unless the individual volunteers for CalWORKs services.

**Screening:** The W2W Recruiter will receive the list of potential ERDP participants

from the HRA ERDP Coordinator **with** the number of individuals that need to be referred to the next Goodwill ERDP Orientation.

1. The Recruiter will complete the ERDP Pre-Screen (See Attachment 1) to determine if the ERDP Screening Tool should be administered to the participant.
2. The ERDP Pre-Screen **form** will determine eligibility for ERDP based on all the criteria except the barrier(s) to employment.
  - a. If the participant is deemed eligible based on the ERDP Pre-Screen, the Recruiter will **administer** the ERDP Screen (See Attachment 2) to determine eligibility based on a barrier(s) to **employment**.
  - b. If the participant is ineligible **based** on the ERDP Pre-Screen., the Recruiter will return the completed ERDP Pre-Screen to the HRA ERDP Coordinator.
3. The ERDP Screen form may be administered by phone or in person using the ERDP script. (Attachment 3)
  - a. **If the CalWORKs** participant is unavailable by phone, the Recruiter will send a letter to the participant to schedule an office visit to complete the ERDP screen. (Attachment 4)
4. The Recruiter must only ask the specific questions shown in bold on the ERDP Screen form to **identify** barriers to employment.
5. Once the ERDP screen is **complete**, if the participant has **answered yes to one or more** (if they answer yes to question one, they must also volunteer to be eligible for ERDP) of the questions and has a **SSN that ends in an even number**, they will be assigned to the **ERDP treatment group and** given instructs to attend the **next ERDP** orientation at **Goodwill** (see ERDP confirmation letter).
  - a. If the participant has **answered yes to one or more** of the questions and has a **SSN that ends in an odd number**, they will be assigned to the **ERDP control group** and given instructs to attend the next **W2W Orientation or Self Sufficiency Workshop** (See ERDP confirmation letter).
  - b. If the participant answers no to all the ERDP Screen questions, they will be given instructions to attend the next

W2W Orientation or CalWORKs Self Sufficiency  
Workshop (See ERDP confirmation letter).

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6. Once the ERDP Pre-Screen and the ERDP Screen have been completed the Recruiter will enter the appropriate code in box E on the PDT2 screen.

T Assigned to ERDP Treatment Group

C Assigned to ERDP Control Group

N Screened for ERDP found not to be eligible

R Screened for ERDP found to be eligible but **refused** to participate

7. The Recruiter **will** return **all** completed Pre-Screen Forms and Screening Forms to the **HRA** ERDP coordinator. For those individuals referred to Goodwill for the ERDP services, the Recruiter will attach a copy of the **CalWORKs** Appraisal Form (**WEL 3202**, attachment 5) and Report of Case Contact (**WEL 3044-L** attachment **6**), if available.
8. The Recruiter will mail the participant a letter regarding the Orientation that they are to attend (See Confirmation Letters).
9. Prior to the **Goodwill** ERDP Orientation, the **HRA** ERDP Coordinator will arrange a meeting with Goodwill and **CalWORKs** staff to discuss the referrals.
10. The Recruiter will coordinate **CalWORKs** supportive services for the ERDP participant (i.e. childcare).

Treatment

**CalWORKs** participants assigned to receive services from Goodwill will retain their current EW and will be assigned to one **specialized** HRA ERDP ETS in North County and one **specialized** HRA ERDP ETS in South County.

The designated **ERDP ETS** will work cooperatively with Goodwill staff to:

1. Develop a **W2W -2-** plan for each participant receiving services from Goodwill.
  - a. The HRA ERDP ETS will approve the **W2W -2-** plan and any amendments to the **W2W -2-** plan.

2. Work with Goodwill **staff and** others in a multidisciplinary team approach to provide the participant with an appropriate range of services.
3. Will assist the participant access needed services provided under **CalWORKs**.
  - a. The HRA ERDP ETS will keep the Goodwill case manager apprised of these services.

Goodwill will track the participants program activity and report it to the HRA ERDP ETS.

### Control

**CalWORKs** participants screened into the **ERDP** Control Group will receive regular **CalWORKs** services.

All regular **CalWORKs** policies and procedures will be followed for the **ERDP** Control group.

### EXIT Criteria

Exit criteria apply to both the treatment and control group. The HRA ETS will collect this information for the treatment group. Either an ETS or EW will collect the information for the control group. There are two categories for participants to exit **from ERDP**; Interrupted Service or Exit from Program.

Interrupted Service:

Reason	Maximum time allowed for interruption of Services
Sanctions	6 months
Pregnancy	County Plan
Temporary Illness or Injury	30 days
Residential Substance Abuse Treatment	6 months
<b>Jail</b>	One calendar month
Domestic Violence	Determined on a case by case basis
Temporary Family Crisis	30 days
Medical Treatment	30 days

Exit From ERDP Program:

Reason
Leaves the Assistance Unit
Gets a job and completes post employment services
Gets a job and refuses to complete post employment <b>services</b>
Moves out of the County for reasons other than employment
Participant dies
Becomes exempt and no services are available
Not eligible for <b>CalWORKs</b> <i>Cash</i> aid
Sanctions over 6 months

Goodwill may recommend that a participant in the treatment group interrupt ERDP participation or exit the program based only on the reasons listed above.

1. Goodwill **will** complete an Exit Criteria Report noting the reason for the interruption or exit from the program and submit it to the ETS for approval.
2. Upon approval of the recommendation **from** Goodwill, the ETS will sign the Exit Criteria Report. One copy **will** be placed in the participant's **HRA** file, one copy **will** be sent to the Goodwill case manager, and one copy will be sent to the **HRA ERDP** Coordinator.
  - a. The ETS will enter a code (tbd)

ERDP control group participants will be monitored by the ETS for interruption or exit from the ERDP program.

1. The ETS will complete an Exit Criteria Report noting the reason for the interruption or exit **from** the program.
2. The ETS will sign the Exit Criteria Report. One copy will be placed in the participant's **HRA** file and one copy **will** be sent to the **HRA** ERDP Coordinator.
  - a. The ETS will enter a code (tbd)



## Ongoing EW Responsibilities

The CalWORKs EW must flag all ERDP (both control and treatment) cases for identification.

The CalWORKs EW must **keep a** month “intensity of contact” log on each control group participant. The log **will** be used to record the following:

- Date of contact
- Who made contact
- Type of contact
- Duration of contact
- Contacts **from** another source (FIT worker calls **EW**)
- Hours of participation
- Component

The log is to be completed each month and forwarded to the HRA ERDP coordinator at the end of each month.

Any questions or concerns regarding the ERDP project **should** be directed to the HRA ERDP Coordinator. The HRA ERDP Coordinator is Claudine Wildman at 763-8508. Beginning in August 1999, the HRA ERDP Coordinator will be Paul Bellerjeau at 763-85 17.

PROCEDURES FOR **HRA** ERDP COORDINATOR

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The **HRA** ERDP Coordinator serves as the primary contact between CDSS, CSU Bakersfield (evaluator), Goodwill, Monterey County and the **CalWORKs** staff.

The **HRA** ERDP Coordinator will:

1. receive the data tapes from **CDSS** and will be responsible for working with Data Processing to produce a case listing of potential ERDP participants.
2. determine the number of **CalWORKs** participants to be screen& to reach the referral goal to Goodwill.
3. provide the **CalWORKs** Recruiter(s) with the case listing and instructions for the screening process.
4. receive **from** the **CalWORKs** Recruiter(s) the results of the screens and forward to Goodwill the names of **CalWORKs** participants being referred to Goodwill for ERDP **services**.
5. send to Goodwill copies of the screening forms and accompanying documents to Goodwill for those participants who will receive Goodwill ERDP services.
6. arrange a meeting between the Goodwill **staff** and the appropriate **HRA staff** prior to a Goodwill ERDP orientation to discuss the referred **CalWORKs** participants.
7. send to CSU Bakersfield copies of the screening forms and accompanying documents for all **CalWORKs** participants assigned to either the treatment or control group.
8. collect "intensity of contact" **forms from EW's** and **ETS's**.

In addition, it is the responsibility of the **HRA** ERDP Coordinator to:

- 3 attend the ERDP meetings called by CDSS;
- 4 provide data requested on the control group to CSU Bakersfield;
- meet regularly with the Goodwill Project Manager.