

**AMENDMENT #2  
TO CONTRACT BETWEEN  
COUNTY OF VENTURA  
AND  
GOODWILL INDUSTRIES OF VENTURA AND SANTA BARBARA COUNTIES  
FOR  
CALWORKS EXPANDED SUBSIDIZED EMPLOYMENT (ESE) PROGRAM**

The County of Ventura (County) and Goodwill Industries of Ventura and Santa Barbara Counties (Contractor), hereby agree that the contract previously entered into by the parties, also identified as County of Ventura Contract No. C2223.03, is amended, effective July 1, 2023, as follows:

1. The “Term” contained in the table on the first page is amended by deleting “July 1, 2022-June 30, 2023,” and replacing it with “July 1, 2022-June 30, 2024.”
2. The “Contract Maximum Reimbursable Amount” contained in the table on the first page, as amended in Contract Modification 01, is amended by deleting “\$850,000” and replacing it with “\$850,000 for Fiscal Year July 1, 2022-June 30, 2023, and \$850,000 for Fiscal Year July 1, 2023-June 30, 2024. Any remaining funds from one Fiscal Year may not be carried into the subsequent Fiscal Year.”
3. Section 1. SERVICES TO BE PERFORMED BY CONTRACTOR. The first sentence is deleted and replaced with the following: “In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, A1, B-1, and C to this Contract.”
4. Section 2. PAYMENTS. The first sentence is deleted and replaced with the following: “In consideration of the services rendered in accordance with all applicable terms, conditions and specifications, County will make payment to Contractor in the manner specified in Exhibit A (Scope of Work) and in Exhibit A1 (Scope of Work for Fiscal Year 2023-2024) and in accordance with the approved budget for this Contract herein included as Exhibit B-1.”
5. Section 6. TERM. The first sentence is deleted and replaced with the following: “The term of this contract is from July 1, 2022 – June 30, 2024, subject to all terms and conditions set forth herein and subject to the appropriation of funds by the Board of Supervisors.”
6. Section 26. EXHIBIT LIST: This section is amended by adding the following exhibit to the Exhibit List:  

Exhibit A1-Scope of Work Fiscal Year 2023-2024
7. Exhibit A1-Scope of Work (for Fiscal Year 2023-24), attached hereto and incorporated by reference, is added to this Contract.
8. All other terms and conditions of the Contract remain the same.

**COUNTY OF VENTURA**

**GOODWILL INDUSTRIES OF VENTURA AND SANTA BARBARA  
COUNTIES**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Melissa Livingston

\_\_\_\_\_  
Peter Marcus

\_\_\_\_\_  
Director, Human Services Agency

\_\_\_\_\_  
President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GOODWILL INDUSTRIES OF VENTURA AND SANTA BARBARA  
COUNTIES**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

## EXHIBIT A1

### GOODWILL INDUSTRIES – CalWORKs EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM

#### **I. PROGRAM OBJECTIVES**

The objective of this program is to assist California Work Opportunity and Responsibility to Kids (CalWORKs) customers obtain work experience skills and abilities and thus achieve economic self-sufficiency through unsubsidized employment and thereby cease their financial dependence on CalWORKs public assistance.

The CONTRACTOR's task is to assist customers to achieve economic self-sufficiency by providing them with employment subsidized by public funds made available through this contract. This CalWORKs subsidy is provided as an incentive to employers to hire CalWORKs customers and eventually enable them to obtain unsubsidized, long-term employment and leave public assistance.

The program will be integrated into and operated in compliance with the existing CalWORKs Welfare-to-Work program requirements, services and reporting procedures. Subsidized job placements funded under this contract shall not exceed six months duration without prior approval of the COUNTY. The expectation is that CalWORKs customers referred to the CONTRACTOR will be transitioned into unsubsidized employment within six months of enrollment.

Referral of CalWORKs customers from COUNTY to CONTRACTOR shall continue through June 30, 2023. CONTRACTOR will provide the job development, unsubsidized placement and reporting activities and services as described herein throughout the full term of the contract. CONTRACTOR shall be compensated for job placement and retention services for all enrolled customers in accordance with the payment provisions as described herein.

#### **II. DEFINITIONS**

- A. *Eligible CalWORKs customer.* A CalWORKs customer who has been referred to the CONTRACTOR for participation in the Subsidized Employment Program.
- B. *Subsidized, regular employee.* An eligible CalWORKs customer hired by the worksite employer with a worksite agreement detailing the terms and conditions of hire and the subsidy that the CONTRACTOR will provide.
- C. *Worksite employer.* Employer who hires an eligible CalWORKs customer under the CONTRACTOR's worksite agreement.
- D. *Employer of Record.* Employer or employing entity that is legally responsible for payroll, W-2 information, taxes and benefits for reporting purposes under state and Federal law.
- E. *Unsubsidized, regular employee.* An eligible CalWORKs customer hired directly by the worksite employer without the subsidy from the CONTRACTOR.

- F. *Participating employer.* An employer who agrees to hire eligible CalWORKs customers through the CONTRACTOR and signs the worksite agreement for each customer.
- G. *Job Ready.* A customer that expressed a desire to work completed a master application, résumé and CalJOBS interest survey or completed the Goodwill Job Club and vocational assessment. The customer has child care matters resolved and no outstanding legal issues.
- H. *Program Enrollment.* A customer interviewed by the CONTRACTOR and placed in an expanded subsidized employment worksite.
- I. *Wage* An amount of money that an employee is paid by an employer based on the number of hours, days, etc., that are worked. The program does not pay overtime.
- J. *Non-Wage Cost.* Cost of employee benefits and payroll taxes paid by the employer such as: workers compensation, disability insurance and unemployment insurance.

### **III. CONTRACTOR RESPONSIBILITIES**

CONTRACTOR shall provide a County-wide job placement program to CalWORKs Welfare-to-Work (WtW) customers of the COUNTY's Human Service Agency (HSA) in accordance with the services as described below:

#### *A. Pre-Employment services - CONTRACTOR shall:*

1. Maintain at least 50 employment worksite positions in the COUNTY to place a maximum of 80 CalWORKs customers into subsidized jobs during the contract period. This presumes COUNTY refers up to **120** job-ready CalWORKs customers during the period July 1, 2023 – June 30, 2024.
2. Place customers with employers who agree to hire the CalWORKs customer as a part of their regular workforce and who agree to be the employer of record for all employment-related taxes, benefits and insurance.
3. Establish a working relationship with COUNTY Adult Family Services (AFS) staff to ensure timely and effective referral of customers to this program.
4. Develop and implement a marketing strategy and materials that communicate information about the program to potential worksite employers. Obtain approval of all marketing materials by COUNTY Subsidized Employment Coordinator prior to use.
5. Inform prospective employers of benefits and responsibilities participating in the subsidized job placement program.
6. Utilize current Industry and Occupational labor market information to match CalWORKs customer's employment skills and objectives with local job openings.
7. Ensure sufficient bi-lingual (English/Spanish) services are available to customers.
8. Enroll all eligible customers referred by AFS for participation in the program in accordance with referral procedures agreed upon by CONTRACTOR and COUNTY. If clarification of customer eligibility is needed, CONTRACTOR shall contact COUNTY Subsidized Employment Coordinator within five working days of CONTRACTOR initial appointment with the customer. An "accepted referral" is a

job ready customer, interviewed by the CONTRACTOR and awaiting for placement into subsidized employment. Referred customers who are not accepted by CONTRACTOR will not be included in any outcome or performance calculations.

9. Place customers in an expanded subsidized employment at no more than twenty-five dollars (\$25) per hour. Any request for an hourly wage above twenty-five dollars (\$25) per hour will be evaluated on a case-by-case basis by Human Services Agency senior management, and would require approval by the Deputy Director prior to placement.
10. Secure an expanded subsidized employment (ESE) “slot” for up to six months for customers referred by the COUNTY.
11. Ensure all ESE positions are for a minimum of 20 hours of paid work per week.
12. Make contact with each customer referred by COUNTY within five working days of receiving referral paperwork from COUNTY to set appointment for initial program assessment and intake. Contact the COUNTY Subsidized Employment Coordinator and assigned Employment Specialist on the fifth working day if efforts to contact customer are unsuccessful or if no appointment to have customer attend an intake appointment has been set.
13. Place customers into a ESE assignment with an employer within five working days of program acceptance.
14. Complete and return to COUNTY all forms as directed.
15. Provide all customers with an orientation to the program, its benefits and responsibilities including: payroll and W-2 information; review of workplace safety procedures and regulations regarding program participation; grievance procedures; subsidized employment program information; and any additional information necessary to ensure customers are prepared to participate in the program.
16. Provide pre-employment physical and background checks as requested by worksite.
17. Ensure all customers read, sign and adhere to the Expanded Subsidized Employment Conflict of Interest Policy.

*B. Subsidized Employment Services – CONTRACTOR shall:*

1. Collect and maintain all records and provide information to COUNTY as directed on customer referral status, ESE job orders, ESE job placement, pay, hours worked employment status, job title, employee performance evaluation and other information as requested.
2. Maintain confidentiality of all customer records which may include employee time/attendance records, record of payments received for reimbursement and employee pay records. Records relating to this agreement are to be retained for a period of time as determined by the COUNTY.
3. Visit the worksite and/or consult with the customer and the worksite supervisor monthly or more frequently as necessary to monitor progress, coach customers on any work-related challenges they may be experiencing, ensure customer safety and address any worksite supervisor concerns related to customer performance.

4. Identify any customer support service needs, e.g., uniforms or tools, and notify COUNTY Subsidized Employment Coordinator and assigned Employment Specialist to ensure such needs are appropriately addressed.
5. Provide counseling services to customers focused on skills and behaviors that will enhance job retention.
6. Ensure that the ratio of CalWORKs clients placed into subsidized employment at Goodwill Industries worksites does not exceed 25% of total subsidized job placements to regular, unsubsidized Goodwill employees at that site.
7. Notify COUNTY Subsidized Employment Coordinator and assigned Employment Specialist within 48 hours upon significant change in customer work status; e.g., attainment of job placement, end of ESE assignment, hired as regular employee, customer being terminated from a work assignment, any condition in which such customer would be considered for re-employment, customer is not actively engaged in the program or if any grievance concerns arise.
8. Provide a 30-day termination notice to the customer, COUNTY Subsidized Employment Coordinator, assigned Employment Specialist and employer prior to the end of the ESE assignment.
9. Conduct at least three performance evaluations during the six-month subsidized employment period. Evaluations may occur after the fourth week of work, the third month and the beginning of the fifth month of placement, or as otherwise agreed upon between the COUNTY and CONTRACTOR. Provide a copy of the performance evaluation to the COUNTY Subsidized Employment Coordinator and assigned Employment Specialist.
10. Ensure that customers are adequately supervised on the job and provided with an appropriate orientation to the tasks and duties for the occupation in which they have been placed.
11. Maintain contact with the worksite employer within the final month of the subsidized employment period to determine if the customer will be retained in the job. Notify COUNTY Subsidized Employment Coordinator and assigned COUNTY Employment Specialist of the results of the placement.
12. Encourage participating employers to develop unsubsidized employment opportunities for customers.
13. Develop worksites where employers will commit to retaining employees beyond the subsidized period of employment.
14. Engage in efforts to obtain higher paying employment opportunities for customers.
15. Comply with all applicable federal, state, municipal and local standards for employee health and safety.
16. Use the automated system provided by AFS, when applicable, to replace the client log.

***C. Invoicing and reporting functions - CONTRACTOR shall:***

1. Establish a written agreement with each employer who agrees to hire a CalWORKs customer as a subsidized, regular employee of the employers' firm.

Such agreement shall spell out the terms and conditions for any subsidy provided to the employer by CONTRACTOR as well as hours, wages and job duties. A copy of each agreement is to be provided to the COUNTY.

2. Ensure all customers participating in the Subsidized Employment program are hired as employees of the worksite employer. The employer of record is responsible for payroll, taxes and benefit reporting. CONTRACTOR may, in certain situations be the employer of record and would thus be held to those responsibilities. It shall be the understanding of both the CONTRACTOR and the worksite employer that CalWORKs customers placed into employment under this agreement are not subject to the COUNTY's Living Wage Ordinance.
3. Complete and provide all required reports to COUNTY as directed related to customers work status, earnings, hours etc. from the employer.
4. Ensure adequate oversight of CONTRACTOR staff performance; review and approve each worksite contract and ensure appropriate worksites are developed.
5. Work with the County Subsidized Employment Coordinator and assigned Employment Specialist responsible for enrolling, monitoring and assuring all Subsidized Employment Program guidelines are being met.
6. Conduct an internal quality control review to ensure all required documentation is maintained in a separate physical file and correctly prepared and documented to substantiate provision of services, maintain case management standards and achieve required minimum performance outcomes for all customers.
7. Ensure appropriate CONTRACTOR representatives attend all relevant training coordinated by COUNTY.
8. Ensure all customers are paid for all hours worked in accordance with each employer's regular policies and procedures. CONTRACTOR shall review documentation of payroll reports of employers and ensure verification by worksite employer and employee.
9. Ensure workers compensation insurance coverage is maintained for each customer placed on a subsidized employment worksite.
10. Ensure that organizational protocols for proper separation of duties in all fiscal functions are maintained, and that all required employee payroll benefits and taxes are accounted for in the payroll process.
11. Continue to seek out and provide subsidized and unsubsidized job placements for all customers referred to CONTRACTOR as well as required follow-up services and reporting to COUNTY for those customers placed into subsidized employment for up to the full six-month period.
12. Contact AFS Senior Manager to request approval for extension of subsidized employment assignment for those instances when the employer worksite has indicated a commitment to hire the customer should the extension be granted.
13. Develop and distribute a satisfaction survey to employers and customers to monitor program quality.

*D. Unsubsidized employment - CONTRACTOR shall:*

1. Develop written procedures to address how CalWORKs customers will progress from subsidized to unsubsidized employment and retain an unsubsidized job for a minimum of thirty (30) days after subsidy ends.
2. Secure unsubsidized, full time jobs for CalWORKs customers in accordance with the program goals as identified in Section V., below.
3. For those CalWORKs customers who are not able to transition from subsidized into unsubsidized employment at their worksite by the six-month time period, utilize best efforts, resources and expertise to place those CalWORKs customers into other unsubsidized jobs within 60 calendar days of the completion of their subsidized job assignment.
4. For customers employed 30 days after the subsidy ends or obtain unsubsidized employment for 30 days, monitor their job performance for an additional 60 days. Provide the ES Coordinator with monthly wage information to include employee name, employer name, employee job title, hourly or monthly wage, number of hours worked and benefits.

*E. Miscellaneous Provisions:*

1. CONTRACTOR shall comply with the General Contract Conditions, as applicable, included herein as a part of this Contract as **Exhibit D**.
2. CONTRACTOR may subcontract any of the duties and responsibilities to a third party, provided that such subcontractor is an eligible service provider and held to the same policies, procedures, conditions and mandates to which CONTRACTOR is held under this contract. In all cases, CONTRACTOR will be liable for all actions of any subcontractor in the operation of this project. If such subcontracts are let, CONTRACTOR will monitor performance and compliance with all aspects of said subcontract and report all findings and corrective actions to COUNTY.
3. Strive to create an inclusive environment where every client/participant feels like they belong.

**IV. COUNTY RESPONSIBILITIES:**

COUNTY shall provide the following services under this contract:

- A. Refer up to 120 eligible CalWORKs customers to CONTRACTOR'S subsidized employment program in accordance with referral procedures and required documentation as established by COUNTY. Customers referred to CONTRACTOR shall be assessed by COUNTY as eligible for this service and considered job ready prior to referral to CONTRACTOR. Referral of CalWORKs customers shall be an on-going activity through the full term of the contract.
- B. Provide technical assistance and training to CONTRACTOR as needed. Provide general guidance to CONTRACTOR on the development of applicable policies, procedures, guidelines, reporting and forms as necessary to coordinate delivery and documentation of service delivery.

- C. Provide supportive services (i.e., child care, work clothing, tools, bus tokens etc.) as appropriate and as notified by CONTRACTOR.
- D. Provide access to COUNTY facilities and staff as appropriate to ensure an effective delivery of services.
- E. Process all related contract modifications, invoices and administrative requirements.
- F. Monitor contract performance and compliance and provide reasonable technical assistance.

**V. PROGRAM GOALS**

CONTRACTOR shall be held accountable for the following performance outcomes:

- A. At least 70% of CalWORKs customers enrolled in the program shall successfully complete the term of their ESE or obtain unsubsidized employment prior to the completion of the ESE assignment.
- B. At least 30% of enrolled customers shall obtain unsubsidized employment within 60 days of completion of the ESE assignment.
- C. CONTRACTOR shall submit a cumulative performance report to the COUNTY on a quarterly basis. Performance report will detail CONTRACTOR performance on the measures identified in **Exhibit B** and any obstacles to achieving the expected outcomes. The first quarterly report is due to the COUNTY no later than October 15, 2023, for the period ending September 30, 2023. CONTRACTOR shall continue to collect data and provide updates to performance quarterly thereafter within fifteen calendar days of the end of the previous quarter.

**VI. COMPENSATION and PAYMENT SCHEDULE and TERMS**

- A. The total compensation amount of this fee for service contract **shall not exceed \$850,000**. CONTRACTOR will be reimbursed for all direct wage and non-wage costs incurred and paid. In addition, CONTRACTOR operational costs are not to exceed 25% of the actual wage and non-wage cost paid to the CONTRACTOR by the COUNTY.
- B. CONTRACTOR shall be paid at a rate of 25% of the monthly total wage and non-wage costs of CalWORKs Work Experience customers as a fee in consideration for their services provided as described herein.
- C. CONTRACTOR shall submit an invoice monthly no later than the tenth of the month to: Human Services Agency, 855 Partridge Drive, Ventura, CA 93003: Attention-Fiscal Services. If contract invoices or other required documentation are not submitted within ninety (90) days of the activity occurring, the CONTRACTOR will pay to COUNTY \$50 per day as liquidated damages beginning on the 91<sup>st</sup> day following the original due date.
- D. Subcontractor invoices, if any, for services shall be paid by the CONTRACTOR first with such amounts included in CONTRACTOR'S regular invoice to the COUNTY for reimbursement.
- E. COUNTY shall reimburse to the CONTRACTOR the approved expenses within 30 days of the receipt of an approved invoice.

**VII. MONITORING**

- A. COUNTY may monitor and evaluate CONTRACTOR to ensure compliance with the terms of this agreement.
- B. Failure to resolve a County-identified deficiency within 90 days of the monitoring is sufficient cause for withholding of funds by the COUNTY.
- C. Monitoring reports will be used to evaluate requests for proposals for new contracts and for making program improvements should this contract be renewed.