

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement No. A-25-500 is dated _____
3 and is between Economic Development Corporation Serving Fresno County, a California non-
4 profit organization whose address is 1060 Fulton Street 4th Floor, Fresno, CA 93721
5 (“Contractor”), and the County of Fresno, a political subdivision of the State of California
6 (“County”).

7 **Recitals**

8 A. On September 23, 2025, the County and the Contractor entered into an agreement for
9 Employment Services, Marketing, and Web Development, which is County agreement number
10 A-25-500 (“Agreement”), for the purpose of assisting California Work Opportunity and
11 Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) participants in transitioning to long-
12 term, unsubsidized employment by connecting them with employers willing to hire and providing
13 a supportive framework for placement and wage reimbursement processing, with the Contractor
14 maintaining and operating the Ready2Hire web-based platform, recruiting employers, and
15 supporting onboarding and communication.

16 B. County has identified a need to increase the maximum compensation, with no change to
17 the Agreement term length, in order to continue providing uninterrupted Expanded Subsidized
18 Employment services to WTW participants as mandated through Welfare and Institutions Code
19 (WIC) section 11322.63 and 11322.64;

20 C. This Amendment will become retroactively effective as of October 1, 2025; and

21 D. The parties desire to amend the Agreement regarding changes as stated below and
22 restate the Agreement in its entirety.

23 The parties therefore agree as follows:

24 1. All references to “Exhibit A” shall be deemed references to “Revised Exhibit A”, which is
25 attached and incorporated by this reference.

26 2. All references to “Exhibit B” shall be deemed references to “Revised Exhibit B”, which is
27 attached and incorporated by this reference.

1 3. Section 3.3 of the Agreement located at Page Three (3), beginning with Line Thirteen
2 (13) with the number "3.3" and ending on Page Four (4), Line Two (2) with the dollar figure in
3 parenthesis "\$1,065,630.," is deleted in its entirety and replaced with the following:

4 **"3.3 Maximum Compensation.**

5 The maximum compensation payable to the Contractor for services performed
6 under this Agreement shall not exceed Ten Million, Seven Hundred Eighteen Thousand,
7 One Hundred Forty-Seven and no/100 dollars (\$10,718,147) during the term of this
8 Agreement. For the period of October 1, 2025, through June 30, 2026, in no event shall
9 compensation paid for services performed under this agreement be in excess of One
10 Million, Seven Hundred Fifty-Seven Thousand, Six Hundred Thirty-One and no/100
11 dollars (\$1,757,631). For the twelve (12) month period of July 1, 2026, through June 30,
12 2027, in no event shall compensation paid for the services performed under this
13 Agreement be in excess of Two Million, Two Hundred Forty Thousand, One Hundred
14 Twenty-Nine and no/100 dollars (\$2,240,129). For the twelve (12) month period of July
15 1, 2027, through June 30, 22 2028, in no event shall compensation for these services
16 performed under this Agreement be in excess of Two Million, Two Hundred Forty
17 Thousand, One Hundred Twenty-Nine and no/100 dollars (\$2,240,129). For the optional
18 twelve (12) month extension for the period of July 1, 2028, through June 30, 2029, in no
19 event shall compensation paid for services performed under this Agreement be in
20 excess of Two Million, Two Hundred Forty Thousand, One Hundred Twenty-Nine and
21 no/100 dollars (\$2,240,129). For the optional twelve (12) month extension for the period
22 of July 1, 2029, through June 30, 2030, in no event shall compensation paid for services
23 performed under this Agreement be in excess of Two Million, Two Hundred Forty
24 Thousand, One Hundred Twenty-Nine and no/100 dollars (\$2,240,129)."

25 4. When both parties have signed this Amendment No. 1, the Agreement, and this
26 Amendment No. 1 together constitute the Agreement.

27 5. The Contractor represents and warrants to the County that:
28

1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment.

3 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
4 to do so and his or her signature on this Amendment legally binds the Contractor to
5 the terms of this Amendment.

6 6. The parties agree that this Amendment may be executed by electronic signature as
7 provided in this section.

8 a. An "electronic signature" means any symbol or process intended by an individual
9 signing this Amendment to represent their signature, including but not limited to (1) a
10 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.

13 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this
15 Amendment for all purposes, including but not limited to evidentiary proof in any
16 administrative or judicial proceeding, and (2) has the same force and effect as the
17 valid original handwritten signature of that person.

18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
20 2, Title 2.5, beginning with section 1633.1).

21 d. Each party using a digital signature represents that it has undertaken and satisfied
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
23 through (5), and agrees that each other party may rely upon that representation.

24 e. This Amendment is not conditioned upon the parties conducting the transactions
25 under it by electronic means and either party may sign this Amendment with an
26 original handwritten signature.

27 7. This Amendment may be signed in counterparts, each of which is an original, and all of
28 which together constitute this Amendment.

1 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
2 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
3 effect.

4 [SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CONTRACTOR:

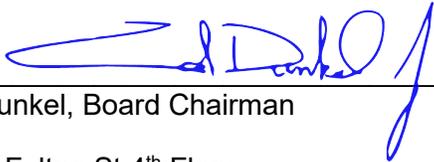
COUNTY OF FRESNO

4
5 THE ECONOMIC DEVELOPMENT
6 CORPORATION SERVING FRESNO
7 COUNTY



8 Will Oliver, President/CEO

9 1060 Fulton St 4th Floor
10 Fresno, CA 93721



11
12 Ed Dunkel, Board Chairman

13 1060 Fulton St 4th Floor
14 Fresno, CA 93721

15
16 Mailing Address:
17 1060 Fulton St 4th Floor
18 Fresno, CA 93721
19 Contact: Will Oliver
20 Phone No: (559) 476-2518

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

21 For accounting use only:

22 Org No.: 56107001
23 Account No.: 7870
24 Fund No.: 0001
25 Subclass No.: 10000
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27
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Revised Exhibit A

SCOPE OF SERVICES

ORGANIZATION: Economic Development Corporation (EDC) serving Fresno County

SERVICES: Employment Services, Marketing, and Web Development

MAILING ADDRESS: 1060 Fulton St, Fresno, CA 93721

TELEPHONE: 559-476-2500

CONTACT: Will Oliver

EMAIL: woliver@fresnoedc.com

CONTRACTOR AMOUNT/TERMS:	\$1,757,631	10/01/2025 to 06/30/2026
	\$2,240,129	07/01/2026 to 06/30/2027
	\$2,240,129	07/01/2027 to 06/30/2028
	\$2,240,129	07/01/2028 to 06/30/2029 (optional)
	\$2,240,129	07/01/2029 to 06/30/2030 (optional)

A. SCOPE OF SERVICES:

The **Economic Development Corporation (EDC) serving Fresno County (CONTRACTOR)** will provide services to assist the **Department of Social Services (DSS)** in job creation, leveraging vocational training, updating and maintaining the Ready2Hire website, and promote, market, and recruit businesses for The New Employment Opportunities Expanded Subsidized Employment (NEO ESE) Program.

CONTRACTOR shall assess industry and employment trends, and, in partnership with DSS, identify current leveraged, i.e., funding by other sources, training needs which lead to long-term employment, with the objective that California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare to Work (WTW) participants obtain and retain employment that leads to self-sufficiency.

For DSS employment programs, CONTRACTOR will serve as the sole point of contact for all interested and participating **employers (EMPLOYER)**. DSS intends to provide short-term wage reimbursement to qualified EMPLOYERS willing and able to hire CalWORKs WTW participants. Through these efforts, CalWORKs WTW participants gain valuable work experience, develop their skills, and transition into long-term employment. EMPLOYERS are expected to make good faith efforts to

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retain employees beyond the subsidized employment period.

All EMPLOYERS will work with CONTRACTOR, and DSS, as necessary, on all matters pertaining to this contract.

CONTRACTOR will provide regular maintenance and upgrades to the Ready2Hire website to gather EMPLOYER and CalWORKs WTW Participant information to facilitate employment through its job-matching function, which recommends employment connections between EMPLOYERS and CalWORKs WTW Participants, based on the CalWORKs WTW Participants' skills and experience. The Ready2Hire website will also collect data and generate reports regarding CalWORKs WTW Participants, EMPLOYER, employment positions, employment status, invoices, and reimbursement. Additional features may be added to the Ready2Hire website, as needed, contingent upon availability of funding.

The CONTRACTOR shall provide DSS with a Staffing Plan allocating the contract's Salaries, Benefits, and Payroll Taxes across Full-Time Equivalents. With prior approval, the CONTRACTOR may amend the Staffing Plan as circumstances dictate to maximize the effectiveness of the program for DSS in accordance with the Outcomes and Services in this Scope.

B. CONTRACTOR'S RESPONSIBILITIES:

CONTRACTOR is to ensure the employment of a subsidized participant:

- a. Does not result in the displacement of currently employed workers or impair existing contracts.
- b. Shall be subject to the same hours of work, rules and regulations, rate of pay and accorded the same benefits as other non-subsidized employees of EMPLOYER.
- c. Shall be compensated equitably to similarly situated employees and will be no less than the minimum or prevailing wage.
- d. Shall not be hired or remain working in any position when any person not supported by this Agreement is on layoff from the same or substantially equivalent job, or at a location affected by a labor dispute involving a work stoppage.
- e. Shall not infringe on promotional opportunities of regular employees.
- f. Shall be provided with Worker's Compensation coverage and with

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safety instructions and equipment necessary for reasonable protection against injury and damage.

- g. Shall not encompass political and/or sectarian activities, or the promotion or deterrence of union organizing.
- h. Shall provide a grievance procedure for participants which will include the requirements outlined in Manual Policies and Procedures (MPP) Section 42-720.4, by this reference incorporated herein and at a minimum include:
 - i. Information about the employees' rights under the law regarding displacement by a subsidized participant;
 - ii. Information about the informal resolution and formal hearing processes;
 - iii. Specific requirements about how to submit a grievance; and
 - iv. Where to send the grievance.

A notice will be developed for the EMPLOYER use and will be distributed to EMPLOYER upon placement of a subsidized participant.

- i. Will not occur if a member of the subsidized employee's immediate family is the EMPLOYER or a person engaged in an administrative capacity for the EMPLOYER.

CONTRACTOR shall provide the following services:

I. SUBSIDIZED EMPLOYMENT:

- a. CONTRACTOR shall ensure that each EMPLOYER attends a mandatory subsidized employment program orientation with a CONTRACTOR representative prior to employing a referred participant.
- b. CONTRACTOR shall ensure that each EMPLOYER designates a private location on site and permits CONTRACTOR or DSS staff to meet with the employee at the work site, if necessary.
- c. CONTRACTOR shall ensure that each EMPLOYER provides a list of all CalWORKs WTW participants' ancillary service needs, including but not limited to clothing, tools, and equipment, necessary for

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participation in employment.

- d. CONTRACTOR shall ensure that each EMPLOYER informs CONTRACTOR of a CalWORKs WTW participant's employment performance issues at least ten (10) business days prior to job termination, to allow time for resolution.
- e. CONTRACTOR shall require each EMPLOYER to notify CONTRACTOR by telephone or email on the first day of placement that the CalWORKs WTW participant has begun employment activities.
- f. CONTRACTOR shall ensure that each EMPLOYER notifies CONTRACTOR by telephone or email within three (3) business days of a participant's employment termination.
- g. CONTRACTOR shall ensure all EMPLOYERS comply with all applicable Federal, State of California, and local laws regarding employment and training programs.
- h. CONTRACTOR will work with EMPLOYER to ensure timely placement and wage reimbursement processing.
 - i. CONTRACTOR will have EMPLOYER notify CONTRACTOR upon extending a job offer to CalWORKs WTW participant.
 - ii. CONTRACTOR will submit the required DSS form (ES 0225) to initiate the subsidized employment placement with CalWORKs WTW participant.
 - iii. CONTRACTOR will ensure that EMPLOYER observes a ten (10) business day waiting period after agreeing to hire a CalWORKs WTW participant through submitting DSS form ES 0225. The CalWORKs WTW participant may not begin their subsidized employment placement until the ten (10) business day waiting period has been completed prior to the placement start date.
 - iv. CONTRACTOR shall ensure that each EMPLOYER does not allow a CalWORKs WTW participant to begin employment before the confirmed start date and shall ensure that EMPLOYER understand that wage reimbursement will be forfeited for any days worked prior to the confirmed start date.

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- v. CONTRACTOR shall ensure that each EMPLOYER submits any subsidy period extension request to CONTRACTOR using form ES 0224 no later than thirty (30) calendar days prior to the end of the current placement period. CONTRACTOR shall ensure that EMPLOYER understand that if the ES 0224 is not submitted timely, the extension will be denied, and the original subsidized employment contract end date will be upheld.
- vi. EMPLOYER may request an extension, and it may be granted if DSS determines that the additional time will increase the likelihood of either of the following:
 - 1. The participant obtaining unsubsidized employment with the participating EMPLOYER
 - 2. The participant obtaining specific skills and experiences relevant for unsubsidized employment in a particular field.
 - 3. In addition to the criteria listed above in this same section, the CONTRACTOR agrees to an increase in the WTW participant's wages for the first extension period.
- i. CONTRACTOR will work directly with EMPLOYERS that are represented by third parties to address any participant complaints toward either the third-party representative or EMPLOYER.
- j. CONTRACTOR shall ensure that each EMPLOYER provides all non-union employees staffed at worksites with CalWORKs WTW participants with information regarding their rights to file displacement grievances, in accordance with All County Information Notice No. I-33-13, which is incorporated herein by reference.

II. CONTRACT COMPLIANCE:

- a. CONTRACTOR will work with EMPLOYER in all matters related to contract compliance.
- b. CONTRACTOR shall track and maintain all contract documents, and ensure all documents are current.
- c. CONTRACTOR shall review all required documents, including but not limited to tax forms and insurance policies with correct endorsements,

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to ensure accuracy and completeness prior to submitting documents to DSS.

- d. CONTRACTOR will ensure that EMPLOYER submit updated contract compliance documents to CONTRACTOR within thirty (30) calendar days of the documents' expiration. Failure to do so will result in the ineligibility of the EMPLOYER to receive wage reimbursement funds and the suspension of WTW participant placements at the affected worksite(s).
- e. CONTRACTOR shall maintain records of EMPLOYER contract documentation, job offer request forms and statuses, extension request forms and statuses, placement periods, and job offer outcomes.
- f. CONTRACTOR shall ensure that all EMPLOYER required contract compliance documents are submitted to CONTRACTOR within thirty (30) calendar days after expiration of documents.
- g. CONTRACTOR will place EMPLOYER who fails to submit the required documentation to CONTRACTOR within the thirty (30) calendar day timeframe will be placed on the inactive list. While inactive, the EMPLOYER shall not be permitted to place WTW participants in any worksite placements, nor will the EMPLOYER be eligible to receive wage reimbursement funds.
- h. CONTRACTOR will ensure that EMPLOYER shall be solely responsible for paying any participant wages incurred during the period in which EMPLOYER is on the inactive list.

III. BUSINESS RECRUITMENT AND ENROLLMENT:

- a. CONTRACTOR shall conduct research and data analysis to identify prospective industries and companies, both new and existing, suitable for participation in the NEO ESE program.
- b. CONTRACTOR shall create new employment opportunities through the recruitment and enrollment of both newly located and existing businesses into the NEO ESE program.
- c. CONTRACTOR shall identify and report current and projected industry trends in Fresno County on a quarterly basis.

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- d. CONTRACTOR shall record and track business recruitment activities, EMPLOYER feedback, participation rates, and any additional outcomes as requested by DSS.
- e. CONTRACTOR will update DSS on new and upcoming developments regarding employment and training opportunities.
- f. CONTRACTOR will conduct meetings with DSS Staff, quarterly or as needed, to discuss:
 - i. Upcoming recruitments
 - ii. Labor market conditions
 - iii. CalWORKs WTW participant pool availability

IV. MARKETING CAMPAIGN:

- a. CONTRACTOR shall develop and implement, with the approval of DSS Director or designee, a marketing and media campaign for DSS employment programs and events to private industry employers, municipal bodies, and local nonprofit agencies.
- b. CONTRACTOR shall market the CalWORKs WTW job-ready participant pool to all potential existing and newly located businesses. CalWORKs WTW participants shall be given early access to job openings when possible.
- c. CONTRACTOR shall record and track information regarding marketing schedules, activities, business feedback, including how each business heard about the ESE Program, and additional outcomes as requested by DSS. CONTRACTOR shall provide marketing campaign updates and outcomes to DSS quarterly.

V. TRAINING:

- a. CONTRACTOR shall identify workforce demands and potential training programs to meet such demands and potential Employer(s) to provide training services.
- b. CONTRACTOR shall provide DSS with a report, which describes the workforce demand, training needs for CalWORKs WTW Participants, potential training programs to address workforce demand and minimum requirements for CalWORKs WTW Participant referrals.

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- i. CONTRACTOR shall submit the written report to DSS at a minimum sixty (60) days before the potential start date of each new training program for DSS approval.
 - ii. DSS shall assess training outcomes to determine if a subcontracted training program will be approved for future training sessions, contingent upon availability of funds.
- c. CONTRACTOR shall provide DSS with annual leveraged training calendar (July 1st – June 30th) funded outside of this agreement by May 1st of each annual contract term. Contingent upon availability of additional funds, subcontracted trainings will be added to the calendar when authorized by DSS.
- d. CONTRACTOR shall provide regular updates of CalWORKs WTW Participants' progress and attendance for each leveraged and subcontracted training program.
 - i. Collaborate with DSS staff to obtain CalWORKs WTW Participant attendance, performance, and progress information.
 - ii. Collaborate with DSS staff to obtain CalWORKs WTW Participant evaluations regarding training programs, instructors, and program logistics.
 - iii. Conduct initial site visits with DSS and regular site visits thereafter.
 - iv. Notify DSS of any changes to the training program, curriculum and location.
- e. CONTRACTOR shall provide employment and retention data for CalWORKs WTW Participant for a total of twelve (12) months after completion of a subcontracted training program. CONTRACTOR shall provide to DSS employment and retention data for CalWORKs WTW Participants enrolled in leveraged training programs in accordance with the established reporting requirements of the funder(s) of these programs. CONTRACTOR shall ensure the list of the reporting requirements are shared with DSS.
- f. CONTRACTOR shall facilitate meetings between DSS and subcontracted training providers upon DSS request. CONTRACTOR shall endeavor to facilitate meetings between DSS and leveraged training providers as needed.
- g. CONTRACTOR shall ensure appropriate materials and supplies are

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available for subcontracted training programs. CONTRACTOR shall work with DSS and leveraged training providers to ensure CalWORKs WTW Participants received required materials and supplies if eligible for such supports.

- h. CONTRACTOR shall ensure EMPLOYERS are compensated for trainings in a timely manner.

VI. EMPLOYER APPROVAL PROCESS

- a. CONTRACTOR will serve as the sole point of contact for EMPLOYER approved and interested in participating in DSS programs.
- b. CONTRACTOR shall provide prospective Employer with requirements for participation in the program. CONTRACTOR shall review all documents for accuracy and completeness and submit them to DSS Director or designee for final approval.
- c. CONTRACTOR shall provide prospective EMPLOYER with requirements for participation in the program. CONTRACTOR shall review all documents for accuracy and completeness and submit them to DSS Director or designee for final approval prior to authorizing any subsidized reimbursements.
- d. CONTRACTOR shall track and maintain all contract documents, and ensure all documents are current.
- e. CONTRACTOR shall collect, review, and submit updated contract compliance documents on behalf of EMPLOYER to DSS within thirty (30) calendar days of the documents' expiration. Failure to do so will result in the ineligibility of the EMPLOYER to receive wage reimbursement funds and the suspension of WTW participant placements at the affected worksite(s).
- f. CONTRACTOR shall maintain records of EMPLOYER contract documentation, job offer request forms and statuses, extension request forms and statuses, placement periods, and job offer outcomes.
- g. CONTRACTOR shall contact EMPLOYERS interested in participating in the subsidized employment program within three (3) business days of referral, including EMPLOYERS referred by DSS staff.

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- h. CONTRACTOR and DSS shall mutually assess and determine individual EMPLOYERS' appropriateness to participate in DSS Programs and when an EMPLOYER should no longer participate in DSS Programs.

VII. Ready2Hire Website User Guides:

- a. CONTRACTOR shall update and maintain the Ready2Hire website (www.Ready2Hire.org) modules based on the assessed needs of DSS.
- b. CONTRACTOR shall define each security profile category created for the Ready2Hire website, including the function and restrictions of each.
 - i. The security profiles will be accessible for designated DSS staff on the Ready2Hire website and, upon request, on a separate document.
 - ii. CONTRACTOR and DSS shall develop and implement a protocol to add, update, change, or delete security profiles within Ready2Hire regularly to ensure data is up to date. The protocol shall be completed no later than three (3) months after the execution of this Agreement by all parties.
- c. CONTRACTOR shall update website user guides in coordination with DSS to meet DSS and DSS Participant needs for each Ready2Hire website security profile category, including but not limited to CalWORKs WTW Participant, EMPLOYER, and DSS staff.
- d. CONTRACTOR shall provide updated Ready2Hire website user guides within five (5) business days of implementation of a new module, or after updates, patches, or other changes to the Ready2Hire website are completed.
- e. CONTRACTOR shall provide DSS and EMPLOYER with training and ongoing support for the Ready2Hire website.

VIII. Ready2Hire Website Use and Registration:

- a. CONTRACTOR shall ensure employee or job seeker registration is not open to the general public and limited to individuals approved by DSS to use the Ready2Hire website.

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- i. DSS shall provide CONTRACTOR a monthly list of CalWORKs WTW Participants qualified to register in the Ready2Hire website.
 - ii. DSS shall notify CONTRACTOR immediately if CalWORKs WTW Participants are unable to register on the Ready2Hire website.
 - iii. CONTRACTOR shall work expeditiously with EMPLOYER to resolve registration errors and provide regular updates and notify DSS when the correction is completed.
- b. CONTRACTOR shall ensure job fairs, employment, training or educational opportunities are available and posted on the Ready2Hire website homepage.
 - c. CONTRACTOR shall review the Ready2Hire website homepage at minimum on a bi-weekly basis to ensure all information is current.
 - d. CONTRACTOR shall restrict EMPLOYER registration in the Ready2Hire website to EMPLOYER approved by the DSS Director or designee.
 - e. CONTRACTOR is to ensure the proper functioning of the Help and Information features to assist users in navigating and completing fields on the website, that users are able to search and sort information stored on the site, and that each hyperlink on the Ready2Hire website functions properly.
 - f. CONTRACTOR shall work expeditiously with subcontractor(s) maintaining the Ready2Hire website when notified by DSS of hyperlink malfunctions and provide regular updates and notify DSS when the corrections are completed.

IX. Timesheet, Employee Progress Report/Evaluation, and Invoice Requirements:

- a. CONTRACTOR will inform approved EMPLOYER that the utilization of the Ready2Hire website is mandatory to participate in DSS programs. No exceptions will be made.

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- b. CONTRACTOR will ensure that EMPLOYERS submit timesheets and evaluations for employee wage reimbursement by the 10th of each month for the previous month's expenditures.
 - i. Payments by DSS shall be in arrears, for actual wages paid during the preceding month, within forty-five (45) days after receipt, verification, and approval of EMPLOYER's invoices by DSS. A detailed monthly employee progress report/evaluation, regarding employee performance should accompany each invoice. The forty-five (45) day period will restart upon resubmission of an invoice that was returned due to errors, omissions, or failure to meet required format or detail.
- c. CONTRACTOR shall ensure approved EMPLOYERS complete and submit monthly timesheets and employee progress reports/evaluations for each employee via the Ready2Hire website and note the date when the recorded information was shared with the employee.
 - i. CONTRACTOR shall inform EMPLOYERS that failure to complete both the timesheet and employee progress report/evaluation portions of Ready2Hire will result in a non-payment of invoice or a delay of reimbursement for wages.
- d. CONTRACTOR and DSS shall develop a protocol for EMPLOYERS to conduct verifications of timecards and monthly evaluations are conducted in accordance with the rules and regulations of the State Department of Industrial Relations, Federal rules and regulations and any other applicable rules, regulations or local ordinances.
- e. CONTRACTOR shall ensure EMPLOYERS submit timesheets and evaluations for employee wage reimbursement by the 10th of each month for the previous month's expenditures.
- f. CONTRACTOR shall ensure timesheets reflect actual hours worked by each employee, including overtime hours, for the approved job placement period.
 - i. If a correction is required for timesheet reimbursement, CONTRACTOR shall contact and direct EMPLOYER to correct and resubmit the timesheet.
 - ii. If EMPLOYER does not correct or provide the timesheet, DSS

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shall have the right to withhold payment in accordance with Article Three (3) of this Agreement.

- g. CONTRACTOR shall ensure the Ready2Hire evaluation module includes details specific to each employee's work performance.
 - i. Evaluation comments must be specific. DSS will not accept or approve invoices with generic evaluation comments. Failure to provide sufficient information will result in delayed payments.
 - ii. CONTRACTOR and DSS may modify or update the evaluation module at the discretion of the DSS Director or designee.
- h. CONTRACTOR will develop and implement in coordination with DSS, a uniform timesheet review and response protocol to address payment delays from DSS to EMPLOYER. The protocol shall include but is not limited to the response time for each EMPLOYER, CONTRACTOR and, DSS to address and obtain resolution to the issue(s).
- i. CONTRACTOR will provide invoices in PDF format via Ready2Hire.

X. Ready2Hire Job Posts and Job Matching:

- a. CONTRACTOR will require all EMPLOYERS to utilize the Ready2Hire website. No exceptions will be made.
- b. CONTRACTOR shall review all job posts and ensure that all relevant information is provided. Relevant information may include but is not limited to:
 - i. Minimum Requirements: skills, education level, licenses/certification, training, experience and language skills.
 - ii. Equipment Needs: pre-employment screens, tools and work attire.
 - iii. Work Schedule: work site, hours, wage and possibility of overtime.
 - iv. Number of positions available per job post.
- c. CONTRACTOR shall require EMPLOYERS to register on the subsidized employment website at: <https://ready2hire.org/> (Ready2Hire) and set up an Employer account to manage requests for employees and new hire information. EMPLOYERS who fail to add their new hire information on the website will not receive wage reimbursement until completed.

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- d. CONTRACTOR shall remove all outdated or filled job posts one (1) business day after CONTRACTOR is notified the job post is obsolete.
- e. CONTRACTOR shall encourage EMPLOYERS to post any and all available job positions on the Ready2Hire website.
- f. CONTRACTOR shall ensure the job matching functionality in the Ready2Hire website works properly. CONTRACTOR shall make the appropriate changes to correct malfunctions, and notify DSS of corrections or status, within two (2) business days.
- g. CONTRACTOR shall enable interview request features for EMPLOYER and CalWORKs WTW Participant.

XI. Job Recruitments:

- a. CONTRACTOR shall ensure job recruitments are limited in quantity and individually approved by DSS. Job recruitments may occur for one of the following circumstances:
 - i. CONTRACTOR and the EMPLOYER have reviewed all DSS CalWORKs WTW Participant registered on the website and are unable to find a qualified candidate for employment.
 - ii. The EMPLOYER has an immediate need to hire more than five (5) DSS CalWORKs WTW Participant at the same time.
- b. CONTRACTOR shall facilitate all job recruitments, secure recruitment sites and provide signage and supplies. DSS staff shall work with CalWORKs WTW Participants to prepare for job recruitments and be present during job recruitments to support CalWORKs WTW Participant on-site.
- c. CONTRACTOR shall ensure jobs offered through job recruitments do not begin until the DSS has approved the job placement through the confirmation process established by DSS.

XII. Job Placement, Retention, and Termination:

- a. CONTRACTOR shall update the Ready2Hire website to reflect the job placement start and end date, upon DSS confirmation of the CalWORKs WTW Participants' eligibility for job placement, within three (3) business days.

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- b. CONTRACTOR shall update CalWORKs WTW Participant statuses in the website within three (3) business days of any status change.
- c. CONTRACTOR shall contact the EMPLOYER on the first day of placement to verify that the employee arrived for work. CONTRACTOR shall update the verification fields on the website within three (3) business days of contact with the EMPLOYER.
- d. CONTRACTOR shall contact the EMPLOYER ten (10) days following the placement start date, and monthly thereafter, to ensure all EMPLOYER concerns are addressed. CONTRACTOR shall update the verification date for the placement after each contact with the EMPLOYER. CONTRACTOR shall notify DSS within three (3) business days should the EMPLOYER provide information regarding the employee that requires immediate action from DSS.
 - i. Notify DSS within three (3) business days when an EMPLOYER informs CONTRACTOR of urgent issues or concerns with a placement which could affect employment.
 - ii. Contact the EMPLOYER upon notification from DSS of an employee's complaint regarding the EMPLOYER and provide a status update or resolution to DSS within ten (10) business days of initial complaint notification.
- e. CONTRACTOR shall update the placement end date to reflect the last day worked and enter the reason for early termination within three (3) business days of termination notification from the EMPLOYER.
- f. CONTRACTOR shall update the placement end date upon DSS approval of an extension to the job placement within three (3) business days of approval.
- g. CONTRACTOR shall ensure all placements do not start prior to the placement start date confirmed by DSS.
- h. CONTRACTOR shall ensure all job placements are captured in the Ready2Hire website.
- i. CONTRACTOR shall provide retention data for DSS Participants for a total of twelve (12) months after a subsidized placement has ended.

XIII. Third-Party Representatives for EMPLOYER:

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- a. CONTRACTOR may engage with a third-party representative of an EMPLOYER but is not obligated to collaborate or communicate with any third-party representative.
- b. If CONTRACTOR chooses to engage third-party representatives, CONTRACTOR shall not communicate with a third party on behalf of an EMPLOYER until written approval is received from EMPLOYER and reviewed, verified and approved by CONTRACTOR.
- c. Retain an original written approval from each EMPLOYER using the form mentioned above to authorize third party representative responsibilities. CONTRACTOR shall retain an original copy and provide a copy to DSS within one (1) business day of receipt from the EMPLOYER.
- d. Obtain written notification from the EMPLOYER upon retraction or modification of the third-party representative responsibilities as defined in the written approval. CONTRACTOR shall retain an original notice and provide a copy to DSS within one (1) business day of receipt from EMPLOYER.
- e. CONTRACTOR is responsible for any approved and authorized third-party representing an EMPLOYER to adhere to all local, State and Federal privacy rules and regulations, including DSS Medi-Cal Privacy and Data Security.
- f. CONTRACTOR shall serve as the sole point of contact for third-party representatives of EMPLOYERS, as DSS does not have a contractual relationship with any third party representing a participating EMPLOYER.
- g. CONTRACTOR shall work directly with an EMPLOYER if a CalWORKs WTW Participant makes a complaint regarding the third-party representative.
- h. DSS shall not respond verbally or in writing to inquiries by a third-party representative or provide information about any EMPLOYER or employee. All third-party inquiries shall be directed to CONTRACTOR.
- i. CONTRACTOR shall develop a protocol for third party representatives to ensure monthly evaluations are completed in accordance with DSS requirements, and verify timesheets are completed in accordance with

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State and Federal rules and regulations as enforced by the State Department of Industrial Relations, and any other applicable rules, regulations or local ordinances.

XIV. CIVIL RIGHTS AND PRIVACY TRAINING

- a. CONTRACTOR, its employees, agents, and officers will require all of its EMPLOYERS to comply with the following Civil Rights and Privacy training requirements:
 - i. Provide Civil Rights and Privacy training to their staff within thirty (30) days of the commencement of this Agreement.
 - ii. Provide annual Civil Rights and Privacy training to their staff in the beginning of every calendar year and will provide relevant proof of completion to DSS by April 1st of every calendar year.
 - iii. Ensure all new hires receive Civil Rights and Privacy training and proof of completion is submitted to DSS within thirty (30) days of their hire.

C. DSS RESPONSIBILITIES:

I. REFERRAL AND COORDINATION OF ACTIVITIES

- a. DSS will provide pamphlets and flyers provided by CONTRACTOR to CalWORKs WTW participants.
- b. DSS will screen and refer eligible, job-ready (individuals who have overcome barriers and are seeking and willing to gain employment) CalWORKs WTW participants based on minimum qualifications provided by CONTRACTOR and EMPLOYERS as training cohorts and subsidized employment opportunities become available.
- c. DSS will provide CalWORKs WTW participants with basic employment skills training or certify that the participant has sufficient workplace skills to be successful in the employment placement considered based on prior work history.
 - i. Workplace skills may include, but not be limited to:
 - Attendance
 - Timeliness
 - Appropriate Dress

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- Communication
 - Conflict resolution
- d. DSS will coordinate with CONTRACTOR to acquire job specific training and/or certification as may be required for their subsidized employment placement, contingent upon available funding.
 - e. DSS will meet with CONTRACTOR staff as often as needed to exchange information, resolve problems and work together to coordinate services.
 - f. DSS will ensure that each CalWORKs WTW participant has an assigned Case Managing Job Specialist (CMJS).
 - g. DSS will work with the CalWORKs WTW participant to address barriers to employment, within the scope and limitations of the CalWORKs program, including but not limited to assistance with transportation, childcare, clothing, tools and equipment.
 - h. DSS will establish formal communication pathways to facilitate communication with CONTRACTOR.
 - i. CONTRACTOR shall utilize the DSS-designated mailbox (dssneo@fresnocountyca.gov) as the primary communication channel for all matters related to EMPLOYER reimbursement invoices, CalWORKs program inquiries, and other program-related issues.
 - ii. CONTRACTOR shall utilize the assigned DSS Staff Analyst's email for all matters related to contract compliance documentation and any questions pertaining to CONTRACTOR's own invoices.
 - i. DSS will attempt to address employment concerns with CalWORKs WTW participant to increase employment retention within three (3) County business days.
 - j. DSS Director or designee shall provide final approval of EMPLOYER submitted by CONTRACTOR within ten (10) business days, prior to subsidized employment placement.
 - i. Approval of EMPLOYER applications are contingent upon the accuracy and completeness of the submitted documentation. If

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documentation is incomplete or contains errors, it will be returned to CONTRACTOR for correction and resubmission by the EMPLOYER.

- k. DSS will review all required documents, including but not limited to tax forms and insurance policies with correct endorsements, to ensure accuracy and completeness in accordance with the requirements set forth in this agreement.

D. REPORTING AND OUTCOMES:

I. MEETING WITH DSS:

- a. CONTRACTOR will be responsible for meeting with DSS on a quarterly basis, or more frequently as determined by DSS, in accordance with the contract monitoring plan for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.

II. REPORTING REQUIREMENTS:

- a. CONTRACTOR will be required to submit reports on a monthly basis, as well as additional reports upon DSS request. These reports shall include, but are not limited to, the following:
 - 1. The number of CalWORKs WTW participant served.
 - 2. Utilization of services by client.
 - 3. Other data as needed or requested by DSS.
- b. CONTRACTOR will track relevant client data as requested by DSS.
- c. CONTRACTOR will be required to maintain adequate files and records that meet all reporting requirements.

III. OUTCOMES

- a. New Approved or Renewed EMPLOYER: 100 newly approved or renewed EMPLOYER for subsidized employment, per contract year.
- b. Job Positions: 500 positions per contract year; minimum 75% full-time (i.e., 35 hours or more per week) positions.
- c. Job Placements: CONTRACTOR shall facilitate new active job placements for CalWORKs WTW Participants as follows:

Revised Exhibit A

- (i) FY 2025-26: 150 placements
 - (ii) FY 2026-27: 200 placements
 - (iii) FY 2027-28: 250 placements
 - (iv) FY 2028-29 (optional): 250 placements
 - (v) FY 2029-30 (optional): 250 placements
 - (vi) Contingency Clause: Achievement of these escalated placement targets is contingent upon the Department of Social Services (DSS) maintaining a sufficient pipeline of job-ready referrals. Placement goals assume a consistent level of participant enrollment, active engagement, and job readiness in the Ready2Hire program and/or designated vocational training pathways. In the event of significant fluctuations in referral volume to one of both of these pathways, the parties agree to meet and adjust performance metrics in good faith.
- d. Recruitment Events: 4 per contract year.
- e. Trainings: Beginning with the 2026-2027 fiscal year, conduct at least 4 subcontractor trainings/cohorts per contract year targeted toward job market demands and DSS vocational training needs. Work with DSS to refer WTW participants to EDC's leveraged training programs funded through other resources to provide upskilling opportunities related to in-demand industries and/or occupations for CalWORKs WTW Participants.
- f. Retention:
- 1. EMPLOYMENT: 75% retention rate for all completed job placements per contract year.
 - 2. PARTICIPANT TRAINING: 75% of clients who complete a training will be employed 6 months after the training completes in the corresponding industry.

E. SUBSIDIZED EMPLOYMENT WAGE REIMBURSEMENT:

- a. EMPLOYER will be reimbursed for actual wages paid to subsidized employees, subject to available funding and programmatic discretion. Reimbursement will be provided based on actual wages paid and in accordance with guidelines established by DSS and California Department of Social Services (CDSS). Any continuation or extension of this agreement will be contingent upon funding availability and programmatic priorities.

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- b. EMPLOYER interested in receiving wage reimbursements via Automated Clearing House (ACH) must initiate contact with the Fresno County Auditor-Controller/Treasurer-Tax Collector. Inquiries should be directed to the ACH processing mailbox at ACTTCAP-ACH@fresnocountyca.gov (subject to change). The ACH enrollment is not immediate and may require several weeks to complete.
1. EMPLOYERS with multiple instances of fraud will be required to enroll in the ACH reimbursement process. Reimbursements will be withheld until the ACH setup has been successfully completed.
- c. EMPLOYER will be reimbursed in accordance with the tier payment identified below.

Wage Reimbursement Structure effective March 17 th , 2026 – September 16 th , 2026	
Placement Week	Wage Reimbursement
1-13	100%
14-26	100%
27-39 (if extension is granted)	100%
40-52 (if extension is granted)	100%

Wage Reimbursement Structure effective September 17 th , 2026, forward	
Placement Week	Wage Reimbursement
1-13	100%
14-26	75%
27-39 (if extension is granted)	50%
40-52 (if extension is granted)	25%

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BUDGET SUMMARY - Term 1 (October 1, 2025 – June 30, 2026)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 514,159
Payroll Taxes	0150	\$ 37,144
Benefits	0200	\$ 165,532
SUBTOTAL:		\$ 716,835
<u>SERVICES & SUPPLIES</u>		
Insurance	0250	\$ 13,329
Communications	0300	\$ 5,250
Office Expense	0350	\$ 18,087
Equipment	0400	\$ 40,316
Travel Costs	0450	\$ 26,397
Program Supplies	0500	\$ 295,265
Consultancy/Subcontracts	0550	\$ 432,968
Training	0600	\$ 1,875
Other	0650	\$ 46,590
Indirect Costs	0700	\$ 160,719
SUBTOTAL:		\$ 1,040,796
TOTAL EXPENSES:		\$ 1,757,631

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BUDGET SUMMARY - Term 2 (July 1, 2026 – June 30, 2027)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 880,056
Payroll Taxes	0150	\$ 67,324
Benefits	0200	\$ 299,219
SUBTOTAL:		\$ 1,246,599
<u>SERVICES & SUPPLIES</u>		
Insurance	0250	\$ 15,233
Communications	0300	\$ 7,000
Office Expense	0350	\$ 21,303
Equipment	0400	\$ 4,568
Travel Costs	0450	\$ 31,000
Program Supplies	0500	\$ 145,393
Consultancy/Subcontracts	0550	\$ 492,907
Training	0600	\$ 7,000
Other	0650	\$ 65,562
Indirect Costs	0700	\$ 203,564
SUBTOTAL:		\$ 993,530
TOTAL EXPENSES:		\$ 2,240,129

Revised Exhibit B

BUDGET SUMMARY - Term 3 (July 1, 2027 – June 30, 2028)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 880,056
Payroll Taxes	0150	\$ 67,324
Benefits	0200	\$ 299,219
SUBTOTAL:		\$ 1,246,599
<u>SERVICES & SUPPLIES</u>		
Insurance	0250	\$ 15,233
Communications	0300	\$ 7,000
Office Expense	0350	\$ 21,303
Equipment	0400	\$ 4,568
Travel Costs	0450	\$ 31,000
Program Supplies	0500	\$ 145,393
Consultancy/Subcontracts	0550	\$ 492,907
Training	0600	\$ 7,000
Other	0650	\$ 65,562
Indirect Costs	0700	\$ 203,564
SUBTOTAL:		\$ 993,530
TOTAL EXPENSES:		\$ 2,240,129

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BUDGET SUMMARY - Term 4 (July 1, 2028 – June 30, 2029 - OPTIONAL)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 880,056
Payroll Taxes	0150	\$ 67,324
Benefits	0200	\$ 299,219
SUBTOTAL:		\$ 1,246,599
<u>SERVICES & SUPPLIES</u>		
Insurance	0250	\$ 15,233
Communications	0300	\$ 7,000
Office Expense	0350	\$ 21,303
Equipment	0400	\$ 4,568
Travel Costs	0450	\$ 31,000
Program Supplies	0500	\$ 145,393
Consultancy/Subcontracts	0550	\$ 492,907
Training	0600	\$ 7,000
Other	0650	\$ 65,562
Indirect Costs	0700	\$ 203,564
SUBTOTAL:		\$ 993,530
TOTAL EXPENSES:		\$ 2,240,129

Revised Exhibit B

BUDGET SUMMARY - Term 5 (July 1, 2029 – June 30, 2030 - OPTIONAL)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 880,056
Payroll Taxes	0150	\$ 67,324
Benefits	0200	\$ 299,219
SUBTOTAL:		\$ 1,246,599
<u>SERVICES & SUPPLIES</u>		
Insurance	0250	\$ 15,233
Communications	0300	\$ 7,000
Office Expense	0350	\$ 21,303
Equipment	0400	\$ 4,568
Travel Costs	0450	\$ 31,000
Program Supplies	0500	\$ 145,393
Consultancy/Subcontracts	0550	\$ 492,907
Training	0600	\$ 7,000
Other	0650	\$ 65,562
Indirect Costs	0700	\$ 203,564
SUBTOTAL:		\$ 993,530
TOTAL EXPENSES:		\$ 2,240,129