

Goodwill Industries of the Redwood Empire

Agreement to Provide

SONOMAWORKS SERVICES

Funding Amount: **\$872,460**

Term: **07/01/2024 to 06/30/2025**

Agreement Number: ET-GIRE-SWKS-2425

Funding Source: Federal Temporary Assistance for Needy Families (TANF)

Assistance Listing Number (ALN): 93.558

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1 2024 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Goodwill Industries of the Redwood Empire, a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in assisting low-income residents of Sonoma County move toward self-sufficiency by providing job search training, employment assistance, and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for SonomaWORKS Services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A: Scope of Work | <input checked="" type="checkbox"/> Exhibit B: Fiscal Provisions/Budget |
| <input checked="" type="checkbox"/> Exhibit C: Insurance Requirements | <input checked="" type="checkbox"/> Exhibit D: Assurance of Compliance |
| <input checked="" type="checkbox"/> Exhibit E: Additional Federal Requirements | <input type="checkbox"/> Exhibit F: Professional
Licensure/Certification |
| <input checked="" type="checkbox"/> Exhibit G: Media Communications | <input type="checkbox"/> Exhibit H: Accessibility |
| <input type="checkbox"/> Exhibit I: Data System Requirements | <input checked="" type="checkbox"/> Exhibit J: Adverse
Actions/Complaint
Procedures |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI).

1.5.4. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by

this reference. Contractor shall be paid an amount not to exceed Eight Hundred Seventy-Two Thousand, Four Hundred Sixty Dollars (\$872,460.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2024 to 06/30/2025 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to

pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain,

insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$100,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access.

Contractor agrees to report any actual or suspected security incident or actual or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

9.18. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY: County of Sonoma, Human Services Department
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403
contracts@schsd.org

TO CONTRACTOR: Goodwill Industries of the Redwood Empire
651 Yolanda Avenue
Santa Rosa, CA, 95404

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this

Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

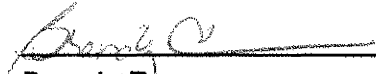
13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR
Goodwill Industries of the Redwood Empire

COUNTY OF SONOMA

By: 
Name: Brandy Evans
Title: President & CEO

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department

Date: 4/24/2024

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: _____
Name: Katherine Greaves
Title: Director, Employment & Training
Division

EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY

By: 
County Counsel

CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

INSURANCE REQUIREMENT CHANGES
APPROVED, WAIVED, OR EXEMPTED BY
RISK MANAGEMENT


By: 

Exhibit A: Scope of Work

I. Program Narrative/Description

The activities to be provided will be Job Services (JSS), Community Service Enhancement Program (CSEP), Learning Enhancement & Achievement Program (LEAP), Temporary Employment Program (TEP), Job Readiness Support Program (JRSP) and Transitional Work Program (TWP).

County and Contractor agree that flexibility from both parties is required to successfully deliver services and therefore both parties will make needed adjustments to the scope of work as mutually agreed upon throughout the contract period.

Activities are intended to prepare participants to obtain and retain unsubsidized employment.

Contractor and its Subcontractors shall provide the following programs/activities to participants of the SonomaWORKS program:

- Job Search Services (JSS) is a four- to six-week supervised job program that allows for flexible scheduling, maximum engagement and employment outcomes.
- Community Service Enhancement Program (CSEP) is an unpaid work experience activity. The purpose of the Community Service Enhancement Program is for participants to gain job skills while developing good work habits and advancing their opportunities for paid employment while contributing valuable services to the Community.
- The Learning Enhancement & Achievement Program (LEAP) identifies learning disabled clients and supports them through individualized accommodation plans. The Contractor provides overall coordination of the LEAP program and works closely with the County, the LEAP Advisory Committee, and an established pool of licensed learning disability diagnostic testers regarding program policy and implementation.
- The Temporary Employment Program (TEP) offers participants short-term employment for one calendar month that will result in additional income. This short-term employment opportunity will assist individuals in developing skills to become work ready.
- Job Readiness Support Program (JRSP) is intended to provide flexible supports to participants. Services include vocational testing, in-person trainings, workshops, drop-in individualized support and on-line learning opportunities.
- The Transitional Work Program (TWP) is a personalized intensive program that can be utilized up to four (4) months. The program will help SonomaWORKS clients build work skills through a combination of paid temporary work and training. Activities are intended to prepare participants who lack experience with workplace expectations to gain marketable job skills, work through barriers while developing good work habits, build a work history and obtain job references, and advance their opportunities to obtain permanent employment.

In managing the services to be conducted under the terms of this Agreement, Contractor and its Subcontractors shall devote sufficient level of culturally competent, trained staff to carry out program activities. Contractor and its Subcontractors shall have staff to provide services and materials in Spanish and provide translation and/or interpreter services, as necessary. Contractor and its Subcontractors agree to serve participants referred by County.

A. Job Search Services

Job Search Services (JSS) is a four- to six-week supervised job search program with the goal of obtaining employment. Services will be offered in a variety of ways that work for each participant such as one-on-one meetings, workshops, trainings and innovative job search techniques in person. A subset of the JSS activities may be completed online by participants in order to meet individual needs as long as participants can demonstrate successful completion. Participants will be scheduled to attend between 10-40 hours depending on their Welfare to Work Plan. If a participant is close to accepting employment near the end of the Job Search Services period, JSS may be extended for an additional two (2) weeks for a total of six (6) weeks; the decision to extend is made by County staff.

1. Contractor will provide an orientation every two (2) weeks to new participants ensuring they understand the services offered. Contractor will review each participant's employment goals, and ensure that each participant has the supportive services they need to participate.
2. Contractor will provide support and empowerment by frequently contacting the client. Contractor will offer problem-solving strategies, connections to childcare, transportation assistance, and other resources with the goal of ensuring attendance and participation in job search by eliminating real or perceived barriers.
3. Contractor will provide evidence-informed job search and career planning activities which should include a focus on job attainment, self-sufficiency, development of career goals, and job retention.
4. Contractor will provide job finding and retention techniques emphasizing tools for future employment success and life and soft skills emphasizing family stabilization either one-on-one or via workshops that are currently relevant. Workshops will be available in Spanish or provided one-to-one with an interpreter on an as-needed basis.
5. Contractor will ensure job search activities are closely supervised and monitored to ensure the participants needs are being met.
6. Contractor will help administer vocational testing in conjunction with county staff.
7. Contractor will connect participants with job search resources and employers using all resources available including using the Job Link Resource Center and Business Services Team.

8. Contractor must provide verification of hours for each participant that is recorded via sign in logs, classroom and lab hours, and outside job search time logs.
9. Contractor will contact participants thirty (30) days after job placement to offer support and resources, refer to services as needed, and gather data related to position, hours, schedule, and pay.

B. Community Service Enhancement Program

1. Contractor will provide orientation, intake, and assessment for new participants every two (2) weeks or as needed
2. Contractor will provide an Individualized Community Service Enhancement Program Plan that includes goals for Individual, Career and Family areas.
3. Contractor will provide case management services to assist participants in identifying their needs and removing barriers to their personal, family, and workplace success.
4. Contractor will provide job placement and retention services to participants matching skills, aptitudes, and interests with the work needs of the organization in order to develop participants' employment skills.
5. Contractor will refer a participant who cannot be served by the program within 45 days back to the County for further assistance.
6. Contractor will provide 30-day follow-ups with participants who are placed in Community Enhancement Program worksites and/or who achieved unsubsidized employment to support their job retention. Contractor will notify appropriate County staff if the participant is in danger of losing the job.
7. Contractor will provide on-going marketing and promotion to potential employers to encourage participation.
8. Contractor will provide identification and establishment of new Community Service Enhancement Program Worksites that are in public and non-profit sectors. Placements are temporary or transitional (maximum six (6) months unless extended by County).
9. Contractor will comply with state and federal worker protection provisions outlined in the Welfare and Institutions Code Section 11324.6.
10. Contractor will ensure placements fulfill an unmet community need and meet the needs of eligible participants and are appropriate to their skills, aptitudes, and interests.
11. Contractor will identify flexible Open Access/Open Exit worksites to help satisfy work participation requirements of an individual in-between, or in addition to, their assigned activities.
12. Contractor will develop written worksite agreements to describe the work assignment and expectations of participant and worksite host.
13. Contractor will provide training and support of host worksite supervisors to ensure that participants significantly increase their employability and that worksite expectations are met. Training will include the following topics: program

components and requirements, responsibilities, expectations, meaningful and productive worksite assignments, job coaching and mentoring, and work experience evaluations.

14. Contractor will assist employers if problems arise.

C. Learning Enhancement & Achievement Program (LEAP)

1. Contractor will help participants learn to utilize their strengths and adapt to their limitations.
2. Contractor will coordinate with other job search programs to provide job search services to LEAP participants, as appropriate.
3. Contractor will develop and implement accommodation plans that will include:
 - a. Recommendations from learning disability testers' reports.
 - b. Participant's education and career goals.
 - c. Strengths and limitations.
 - d. Best sensory learning modality.
 - e. Work environment preferences when available.
 - f. Recommendations for employment and education.
4. Contractor will work collaboratively with the County Employment & Training Counselors (ETC), employers, and/or training providers to discuss implementation of participant's accommodation plan.
 - a. Contractor will provide evaluations and progress reports on the effectiveness of the accommodations plan to the participant and the ETC and consult with the participant, the employer and/or training partner. If additions or modifications need to be made to the plan, Contractor will consult with the County. Contractor will implement and monitor agreed-upon modifications for effectiveness.
 - b. Contractor will identify tools or methods of learning to assist the participants during their education or training.
 - c. Contractor will administer participant surveys to document satisfactory progress.
 - d. Contractor will submit a completion report to the County, upon participant's successful completion of the plan as evidenced by employer and employee satisfaction with work performance and successful job retention.
5. Contractor will provide advocacy and education to empower participants to advocate on their own behalf.
6. Contractor will remain in contact with participant, both on and off the job, as long as necessary and educate participants in self-advocacy in the workplace, training, and daily living.
7. Contractor will ensure that all learning disability testing provided to participants under this program is culturally-appropriate and, as far as possible, free of bias towards race, ethnicity, gender, and socio-economic status.

8. Contractor will provide culturally-inclusive services regardless of participant's primary language including translation and/or interpreter services, as necessary.
9. Contractor will maintain Release of Information forms.
10. Contractor will provide the Santa Rosa Junior College (SRJC) with documentation and accommodation plan recommendations.
11. Contractor will determine on-site workplace needs, equipment, and environmental modifications to facilitate the accommodations plan.
12. Contractor will provide linkages with employers and training providers, including site visits to assist with accommodation of participants.
13. Contractor will make site visits to train employers in the proper implementation of the accommodations plan and help employers make best use of a participant's strengths on the job.
14. Contractor will provide assistance to employers and training providers who request assistance implementing participant accommodation plans.
15. Contractor will utilize a customer satisfaction rating system to provide feedback and promote continuous improvement of service delivery.
16. Contractor may provide assistance to non-LEAP participants in better understanding and navigating their child's Individual Education Program (IEP).
17. Contractor may continue to provide assistance to participants whose diagnosis shows they are not learning disabled but have a low IQ score in order to help them move forward in the SonomaWORKS program.
18. Desk space at SonomaWORKS will be available for Goodwill staff to encourage mutual case collaboration and care coordination.

D. Temporary Employment Program

1. Contractor will provide immediate, temporary employment for a maximum of five (5) participants in TEP/TWP combined at any one time. Participants will be paid at California or local minimum wage, whichever is greater, between 20-38 hours per week for one (1) calendar month as designated by County staff and included on the referral form and the participant's Welfare-to-Work plan.
2. Contractor shall act as Employer of Record.
3. Contractor will assure that placement does not result in the termination or displacement of current employees, the reduction of current employees' working hours, or the infringement of promotional opportunities for current employees.
4. Contractor will provide assistance to participants who do not meet minimum number of necessary weekly hours to increase their hours the following week to meet requirements.

E. Job Readiness Support Program

Job Readiness Support Program (JRSP) offers additional support to participants that can provide flexibility and supplemental skill building opportunity. Services include

vocational testing, in-person trainings, workshops, drop-in support and on-line learning opportunities.

In person services will be offered at GIRE Monday through Friday 8:30-4:30 and at HSD's Sonoma County Job Link/SonomaWORKS Office 2-days per week, 3-hours per day, at an agreed upon schedule.

The goal of this activity is to increase skills, reduce barriers and aid in the ability for participants to receive supportive services and resources. There are no minimum hours that participants are required to attend.

1. Contractor will provide relevant workshops, trainings, and support groups for participants. Topics should include but are not limited to Vocational Testing, how to use online tools and resources; distance learning and communication tips for parents who have children in online school; life and soft skills; personal and household organization; financial literacy; and nutrition and healthy living. Offerings may be revised based on client voice, identified needs and market trends.
2. Contractor will provide parental support individually or in groups to help participants with developing routines for their children in school and building a network with each other sharing ideas. Contractor will assist participants develop strategies and improve communication with children's teacher, school and other support systems.
3. Contractor will help participants develop goals and priorities for their family.

F. Transitional Work Program

Contractor is responsible for providing training, coaching and placing participants in paid employment positions at Goodwill Industries of the Redwood Empire (GIRE) to increase work readiness. The duration of the program is a maximum of four (4) months for each participant. Transitional Work Program (TWP) participants cannot repeat the program once they have hit their four-month maximum. Participants will be scheduled for a maximum of 20 hours per week in work assignment with an additional maximum of 10-15 hours of paid training per week. Participants will be paid California or local minimum wage to work, whichever is greater.

Contractor will provide a Transitional Work Program Plan when participant is placed in a temporary paid position. Contractor will also develop a Job Retention Plan for each participant as they become work ready and assist them in obtaining a permanent unsubsidized employment position.

Contractor will be responsible for developing new job positions for Transitional Work Program participants. Contractor staff will check in regularly to ensure the client is progressing well, provide additional coaching as needed and collaborate with county staff for coordinated resources and care.

The Contractor will be the Employer of Record, responsible for payroll accounting functions and complying with State and Federal labor laws, and other provisions as required.

1. The Contractor will be reimbursed by the County for this expense.

2. Contractor will provide work experience for a maximum of five (5) TEP/TWP clients combined at any one time.
3. Contractor will provide each participant with an overview and an intake explaining the program.
4. Contractor shall develop an individualized Program Plan that includes specific activities regarding job readiness, career development, job search and behavioral development.
5. Contractor staff will work in partnership with County staff to assist participants in identifying needs and removing barriers to personal, family, and workplace success.
6. Participants waiting for a paid position must participate in all required hours as unpaid.
7. Once the participant is cleared for a paid position, Contractor will provide participants paid training on Career Development, Job Search, and Behavioral Topics individualized to the participants' needs. Trainings will be available in Spanish or provided one-to-one with an interpreter on an as needed basis.
8. Participants will receive job readiness and life and soft skill training along with opportunities to earn certificates that will help them be more employable.
9. Contractor will provide participants with job-finding and retention techniques, emphasizing tools for employment success.
10. Contractor shall develop job positions at Goodwill Industries of the Redwood Empire (GIRE) that will provide real-life work experiences and responsibilities of an entry-level job.
11. Contractor will provide adequate support to participants by identifying a "Work Partner" to provide the participant with supervision and support. The Work Partner will mentor and supervise the participant daily and provide assessments of job performance.
12. Contractor will visit participant worksites regularly to discuss progress with participant and Work Partner, determine areas of improvement, and provide coaching as needed.
13. Contractor shall provide job retention and support and develop a Job Retention Plan that will assist participant in obtaining and retaining regular employment.
14. Contractor shall provide Post-Placement Follow-up by contacting participants at 30 and 90 days after placement to offer support/resources, provider/refer to services as needed, and gather data related to position, hours, schedule, and pay.
15. Contractor will provide job development services to market participants to employers in an effort to secure unsubsidized employment at or near the end of the transitional work assignment.
16. Contractor will work closely with County staff to match participants with current and future employment needs.

17. Contractor will coordinate employer needs and job openings with program participants to facilitate job placement.

II. **Additional Program Requirements**

A. Administrative

Locations of service will be in diverse areas in the County as outlined below:

Goodwill Industries of the Redwood Empire
651 Yolanda Avenue
Santa Rosa, CA 95404
Monday-Friday 8:30 -4:30PM

Sonoma County Job Link/SonomaWORKS Office
2227 Capricorn Way, Ste 100
Santa Rosa, Ca 95407

2-days per week, 3-hours per day, at an agreed upon schedule

Other locations in the county as needed: GIRE will provide services pursuant to this agreement by leveraging other Goodwill locations and/or utilizing select community partnerships. Scheduling of services will be on an as-needed basis.

B. Contractor Responsibilities

1. Co-locate one (1) staff member at the SonomaWORKS office at least two (2) days per week, three (3) hours each day to increase visibility and opportunity for mutual case collaboration.
2. Offer two (2) workshops per week located at HSD's Sonoma County Job Link/SonomaWORKS office.
3. Work with participants to submit a copy of Attendance/Mileage Report Forms one-time per month; ensure reports are complete and contain original participants' signatures and accurately reflect participants' program activities. Provide timesheets for TEP/TWP participants to reflect attendance as needed.
4. Provide translation and/or interpretation services when needed.
5. Workshops will be available in Spanish or provided one-to-one with an interpreter on an as-needed basis.
6. Provide program material and workshops to participants onsite and at HSD's Sonoma County Job Link, depending on the need of the participant and as appropriate for the type of service given.
7. On-line courses may be available to participants as part of their plan.
8. Work with county staff to ensure participants have transportation needs met by requesting transportation services. Give participants bus tickets when needed.
9. Submit resume and exit report for participant, as applicable, no later than one day after the client's activity ends.
10. Report unexcused or excused absences to County staff.

11. Report participant retention in unsubsidized employment for Job Search Services.
12. Attend mandatory training in sensitivity towards, and awareness of, learning disabled persons, and coordinate referrals with the Employment & Training Division's Learning Enhancement & Achievement Program (LEAP) Coordinator.
13. Make a referral back to the County of any individual who does not complete the program or who cannot be serviced for other reasons.
14. Attend all technical meetings as scheduled by the County.

C. Anti-Racist Result-Based Accountability (AR-RBA) Plan

AR-RBA recognizes that inequities in Sonoma County are the result of generations of institutional and structural racism. Advancing equity in our community demands that we look at community and program level data by race and other social demographics to adopt strategies to eliminate inequities. The AR-RBA framework centers communities with the greatest need while creating a data driven culture that embodies root cause analysis, participatory practice, organizational self-reflection and authentic relationship building.

Measurable change is a core component of a data driven culture. AR-RBA uses Performance Measures to look at the quality, efficiency, and outcome of services. AR-RBA asks three Performance Measure questions to get at the most important program outputs and outcomes: How much did we do? How well did we do it? Is anyone better off?

1. Contractor must attend one AR-RBA training.
2. County and Contractor will develop an Anti-Racist Results Based Accountability (AR-RBA) Plan to develop Performance Measures reflective of outcomes included in the scope of work.
3. Development of outcomes will be a collaborative effort between the County and Contractor.
4. Contractor will apply, document, and report on Performance Measures and activities detailed in the AR-RBA Plan.
 - a. Contractor will disaggregate the Performance Measures by demographics and geographic area for reporting when possible.
 - b. Contractor will submit quarterly Performance Measure data to County by the 15th of the month following the month of the end of the quarter.
5. Contractor will participate in quarterly conversations and monitoring as defined in the AR-RBA Plan.
6. The AR-RBA Plan may be modified at any time as agreed to in writing by both parties.
7. The AR-RBA Plan must be completed within two (2) months of commencing the creation of the Plan.

8. Contractor will report the number/percentage of participants referred to each program.
9. Upon contract closeout, contractor will report client demographics for program, if available.

III. County Responsibilities

- A. County shall refer eligible SonomaWORKS participants to the contractor for a specific program/activity.
- B. County will provide GIRE staff with case, contact and demographic information as part of the referral process.
- C. County will provide GIRE co-located staff one (1) desk cubicle in the SonomaWORKS office to encourage increased care and coordination for mutual cases.
- D. County will provide GIRE with room usage at Sonoma County Job Link in order to provide in-house trainings and workshops for SonomaWORKS clients
- E. County shall authorize extending JSS participation dates on a case by case basis.
- F. County shall determine the number of hours per week the participant needs to satisfy their hourly requirement.
- G. County will calculate the maximum Community Enhancement Program weekly hours the client is able to participate in.
- H. County shall ensure that individuals referred have necessary supportive services to allow participants to work, including mental health services, alcohol and other drug counseling, learning disability testing, child care, transportation, and ancillary support as applicable. County shall be responsible for authorizing participant support services, including child care, transportation, and ancillary expenses.
- I. County shall provide all assessment testing materials required.
- J. County shall collect and review attendance records.
- K. County will provide Learning Disability screening to clients for the LEAP program.
 1. County will select an established pool of licensed diagnostic testers to test potential LEAP participants, interpret test data, and diagnose any learning disabilities or other conditions that may affect learning.
 2. Testers will prepare a comprehensive report that will meet civil rights protections under the Americans with Disabilities Act (ADA); provide a client-centered report and direct feedback to client and Employment and Training staff; and make appropriate recommendations for accommodations in employment, training, vocational choice and daily living.

Exhibit B: Fiscal Provisions/Budget

1. Fiscal Responsibilities.

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for actual costs by submitting a cost report together with an invoice by the tenth working day of each month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement. Invoices shall be submitted to:

County of Sonoma Human Services Department
Employment & Training Division
Attn: Michelle Bendyk
mbendyk@schsd.org
2227 Capricorn Way, Suite 100
Santa Rosa, CA 95407

1.2. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

1.3. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

1.4. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.5. Procurement. No procurement is authorized which is not specifically identified and approved herein. Procurement of all services, supplies, and equipment by purchase, lease or rental shall be performed in conformance with Code of Federal Regulations 45 CFR 74, Subpart C, Procurement Procedures, and the California Department of Social Services Regulations. For purposes of this Agreement, procurement for goods, including equipment, shall mean purchase, lease or rental of any item with a single value exceeding \$7,000 or services with a single value exceeding \$5,000, per County of Sonoma procurement thresholds.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This

contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

1.7. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding. County also reserves the right to request changes in program design in order to accommodate changes made by the funder. The County Human Services Director has authority to request and approve program design changes.

2. Budget Adjustments.

2.1. Request. Request for transfer of funds between line items shall be submitted on a "Budget Modification Form" (Sub-schedule M01) as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

2.2. Approval. The County Human Services Director is authorized to approve and execute a "Budget Modification Form", which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

2.2.1. Equipment. Requests to purchase or lease equipment in excess of \$7,000 and not included in original budget shall require County approval prior to purchase.

3. Advance of Funds and Closeout.

3.1. Advance of Funds. Between June 1 and June 10 of each year, Contractor shall request an advance of funds to cover the remaining term of the Agreement. This advance will cover all anticipated expenses for the remaining term of the Agreement, provided that the total payments made hereunder will not exceed the funding amount as set forth in Article 2 of this Agreement. Failure to submit a timely request may result in a loss of funding to Contractor.

3.2. Closeout – Final Cost Report. Within forty-five (45) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, the Contractor shall enclose, with the cost report, funds equal to the difference between payments received and costs incurred.

4. Financial Management Systems.

4.1. Generally-Accepted Accounting Principles. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

4.2. Separate Account. All funds under this Agreement are not required to be maintained in a separate account, but funds on deposit provided through this Agreement shall be accounted for separately in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards [2 CFR Part 200].

4.3. Program Income. Program Income is revenue generated by the Contractor from contract-supported activities. If activities of program participants or of staff funded under this Agreement result in any income to Contractor, that income shall be reported to County for direction as to disposition in accordance with instructions received by County from the State of California. In the event Contractor receives any compensatory interest or credits and refunds, such as those resulting from workers' compensation dividend checks and annual insurance reductions, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County. 2 CFR Part 200.307 must be used for all Program Income.

4.4. Indirect Cost Rate. Contractor is responsible for having an Agency indirect cost rate plan, when claiming indirect costs under this Agreement.

5. Audits.

5.1. Contractors who receive Federal funding from various sources which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

5.2. If Contractor expends less than \$750,000 in federal awards in the fiscal year it may not charge the cost of an audit to the federal award.

6. Repayment.

6.1. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

6.2. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

7. Budget.

Staff Salaries	446,264
Staff Benefits	89,253
Rental / Lease of Facility	
Utilities / Building Maintenance	29,700
Telephone / Communications	12,328
Insurance Expense	18,000
Equipment Rental / Lease / Maintenance	11,400
Office Supplies / Expenses	6,999
Books / Educational Materials	5,000
Staff Mileage / Travel	4,300
Staff Training / Conferences	3,000
Other:	19,653
Other: Participant Wages & Benefits	69,000
Subcontractors and Services	
Indirect Costs @ __22.04__%	157,563
TOTAL CONTRACT AMOUNT NOT TO EXCEED	\$ 872,460

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on

behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. ***Required Evidence of Insurance:*** Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. ***Required Evidence of Insurance:*** Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property,

including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Assurance of Compliance
ASSURANCE OF COMPLIANCE WITH
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Sections 12960 and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, 28 CFR Parts 35 & 42, 41 CFR Parts 60 et seq., and 29 CFR Part 38), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex (including pregnancy, childbirth, or related conditions, sexual orientation, gender identity, gender expression, transgender status and sex stereotyping), color, disability, medical condition (including AIDS and/or HIV), national origin (including limited English proficiency), race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

4/24/2024
Date


Signature

Exhibit E: Additional Federal Requirements

County has determined that for the services provided under this Agreement, Contractor has been designated as Sub-recipient of Federal funds and as such, shall adhere to the following additional requirements.

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.

If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Federal Water Pollution Control Act, Environmental Protection Agency Regulations [40 CFR, Part 15 and Executive Order 11738], and Public Contract Code Section 10295.3.
2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.
3. Conflict of Interest and Standards of Conduct. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 2 CFR 200.318(c). Standards of Conduct shall include but is not limited to conflict of economic interest as well as conducting business with relatives (nepotism) or close personal friends and associates.
4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with Uniform Guidance 2 CFR Part 200, and all applicable Federal regulations and State statues, regulations and policies.
5. Prohibition on Certain Telecommunications and Video Surveillance. Contractor is prohibited from obligating or expending these federal funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses *covered* telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, section 889.
6. Ukraine- / Russia-Related Sanctions. Contractor shall comply with [federal economic sanctions](#) in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Failure to comply may result in the termination of contracts or grants, as applicable.
7. Lobby Certification. If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.
8. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.

9. Drug Free Workplace. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.

Exhibit E-1: Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Goodwill Industries of the Redwood Empire
Grantee/Contractor Organization

SonomaWORKS Services
Program/Title

Brandy Evans, President & CEO
Name and Title of Authorized Signatory


Signature

4/24/2024
Date

**Exhibit E-2: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, and OTHER RESPONSIBILITY MATTERS**

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 180, I that the primary principal, to the best of their knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Goodwill Industries of the Redwood Empire
Grantee/Contractor Organization

SonomaWORKS Services
Program/Title

Brandy Evans, President & CEO
Name and Title of Authorized Signatory


Signature

4/24/2024
Date

Exhibit E-3: Certification Regarding Drug Free Workplace
CERTIFICATION

The undersigned hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:


1. 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).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) Available counseling, rehabilitation and employee assistance programs;
 - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract.
 - a) Will receive a copy of the drug free policy statement, and
 - b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Goodwill Industries of the Redwood Empire
Grantee/Contractor Organization

SonomaWORKS Services
Program/Title

Brandy Evans, President & CEO
Name and Title of Authorized Signatory


Signature

4/24/2021
Date

Exhibit G: Media Communications

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.

Exhibit J: Adverse Actions/Complaint Procedures

1. It is mutually agreed that applicants for, or recipients of, services under this Agreement are entitled to pursue a complaint to appeal any decision or action in the program that adversely impacts them. Such aggrieved persons may, if needed, be given assistance by the County in filing for a State or other Administrative Hearing. Contractor agrees to abide by the decisions rendered in this process.

1.1. Contractor shall assist participants alleging a violation to file such complaints as are allowed under federal and state law.

1.2. Contractor shall provide participants with the same procedures available to its non-participants relating to adverse actions, which are not appropriate to the process referenced above.

1.3. Contractor shall report complaints regarding program services to County within five (5) days of receipt of formal complaint.