

**Workforce Alliance of the North Bay**  
Agreement to Provide  
**PRISON TO EMPLOYMENT GRANT SERVICES**  
Funding Amount: **\$325,895**  
Term: **11/01/2019 to 03/31/2022**  
Agreement Number: **ET-WFA-PTE-1922**  
Funding Source: **State of California General Fund**

**AGREEMENT FOR PROVISION OF SERVICES**

This agreement ("Agreement"), dated as of November 1, 2019 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Workforce Alliance of the North Bay, a Joint Powers Agency, (hereinafter "Contractor").

**RECITALS**

WHEREAS, the North Bay Regional Planning Unit (RPU), commonly referred to as the North Bay Employment Connection (NBEC), and hereafter referred to as the "NBEC RPU", is comprised of the Sonoma County Workforce Development Board, the Solano County Workforce Development Board, and Contractor, which represents Napa, Lake, Mendocino, and Marin Counties Workforce Boards as one Workforce Development Board; and

WHEREAS, the Workforce Development Boards in the NBEC RPU were required by the California Workforce Development Board to develop a two-year update to their 2017-2020 Regional Workforce Plan specifically focused on the workforce needs of justice-involved individuals as outlined in the State of California's Prison to Employment Initiative; and

WHEREAS, the NBEC RPU applied for and was subsequently awarded a Prison to Employment Initiative grant to provide the workforce services outline in the two-year update; and

WHEREAS, Contractor represents that it is duly qualified by reason of its partnership in the NBEC RPU, and its experience, and organization to provide the services contemplated by this Agreement; and

WHEREAS, in the judgement of the Board of Supervisors and Human Services Department it is necessary and desirable to engage Contractor to provide Prison to Employment Grant Services as part of the NBEC RPU grant obligation;

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:

☒ **Exhibit A: Scope of Work**

☒ **Exhibit B: Fiscal Provisions/Budget**

☒ **Exhibit C: Insurance Requirements**

☒ **Exhibit D: Assurance of Compliance**

☐ Exhibit E: Additional Federal Requirements

☐ Exhibit F: Professional  
Licensure/Certification

☐ Exhibit G: Media Communications

☐ Exhibit H: Accessibility

☐ Exhibit I: Data System Requirements

☐ 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. 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 Three Hundred Twenty- Five Thousand, Eight Hundred Ninety-Five Dollars (\$325,895.00), 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 11/01/2019 to 03/31/2022 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 9.17 (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 increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules 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. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, 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 that any security incidents or breaches of unsecured PHI, PII or other confidential information will be immediately reported to the County.

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. 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.

9.18. 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: Workforce Alliance of the North Bay  
1546 First Street  
Napa, CA, 94559

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. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission ("Fax") or by electronic mail ("email") delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

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

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

CONTRACTOR

Workforce Alliance of the North Bay

By: [Signature]  
Name: Damon Connolly  
Title: President

Date: 9/30/19

COUNTY OF SONOMA

By: \_\_\_\_\_  
Name: Karen Fles  
Title: Director, Human Services  
Department

Date: \_\_\_\_\_

APPROVED TO FORM WANB:

By: [Signature]  
Name: Jack Govi  
Title: Counsel, Workforce  
Alliance of the North Bay

Date: 9-25-2019

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By: [Signature]  
Name: Katherine Greaves  
Title: Director, Employment & Training  
Division

☐ EXEMPT FROM COUNTY COUNSEL  
REVIEW

APPROVED AS TO FORM FOR COUNTY

By: [Signature]  
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 DESCRIPTION**

The North Bay Regional Planning Unit (hereafter referred to as the NBEC RPU) is comprised of the Workforce Development Boards (WDBs) for Sonoma County, Solano County, and the Workforce Alliance of the North Bay (Napa, Lake, Mendocino, and Marin Counties). As reflected in the regional strategic plan, NBEC is committed to promoting upward income mobility for lower waged job seekers and ensuring that the system is driven by the needs of the business community.

The Prison to Employment (P2E) grant will allow NBEC to expand the delivery of workforce services to a greater number of justice-involved individuals and improve outcomes for those who receive services. Through P2E planning, NBEC workforce-corrections stakeholders reached consensus on the need for funding in a few critical areas: capacity-building trainings and coordinated cross-training for workforce and corrections service providers; supportive services to facilitate access to employment; and direct and Earn & Learn services to promote job readiness, placement, retention, and advancement. NBEC will use P2E funding to build staff capacity, support a pilot integrated case management and service delivery model involving workforce and corrections staff and stakeholders, and increase the number of individuals referred to appropriate direct, supportive, and Earn & Learn services. As an evidence-based best practice, the integrated model pilot will promote continuity between pre- and post-release services, increase communication between partners, and engage workforce and corrections staff in capacity-building trainings to support cross-systems knowledge and enhanced service delivery. The pilot will support more responsive data collection practices among NBEC partners to systematically track justice-involved individuals' utilization of services.

### **II. CONTRACTOR RESPONSIBILITIES**

1. Contractor will support objectives and carry out applicable activities as outlined in Exhibit A-1: P2E Grant Work Plan – Implementation and Direct Services (IDS) and Exhibit A-2: P2E Grant Work Plan – Supportive Services and Earn & Learn (SSEL) as attached hereto by this reference.
2. Contractor agrees to serve 10 participants and contribute to the Deliverables as applicable and as outlined in Exhibit A-3: Participant Plan – Implementation and Direct Services (IDS) as attached hereto by this reference.
3. Contractor agrees to serve 14 participants and contribute to the Deliverables as applicable and as outlined in Exhibit A-4: Participant Plan – Supportive Services and Earn & Learn (SSEL) as attached hereto by this reference.
4. Contractor will report progress on Deliverables quarterly and as requested by County/Regional Advisor.
5. Contractor will comply with all grant requirements, including monitoring, procuring, and subcontracting.

### III. COUNTY RESPONSIBILITIES

1. County will act as fiscal agent for NBEC and the P2E Implementation grant, including fiscal reporting and monitoring in compliance with both grant requirements and County requirements.

**Exhibit A-1: P2E Grant Work Plan – Implementation and Direct Services (IDS)**

Objectives/Activities	Estimated Dates
<b>Quarter 1 (July - Sept 2019)</b>	
Conduct monthly WDB directors call	Monthly
Identify existing stakeholder meetings (e.g., PACT, CCP, reentry planning, Bay Area Fair Chance Workforce Taskforce) that can be leveraged to increase WDB and CBO presence and promote discussion and decision-making related to improving employment pathways for the justice-involved population. Determine if separate P2E meeting is necessary.	By June 30, 2019
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement (e.g., Solano WDB's Employer Seminars starting in March 2019) and update internal second-chance employer inventory.	Ongoing
<b>Quarter 2 (Oct - Dec 2019)</b>	
Begin developing inventory of existing training needs for WDB staff and employer partners to improve their ability to work with and serve individuals with justice-involvement	By September 30, 2019
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Begin the process of identifying one to two counties to pilot an integrated assessment model, taking into consideration the capacity to conduct job readiness assessments in-custody.	Ongoing
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement and update internal second-chance employer inventory.	Ongoing
<b>Quarter 3 (Jan - Mar 2020)</b>	
Conduct monthly WDB directors call, with October agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Continue the process of identifying one to two counties to pilot an integrated assessment model, taking into consideration the capacity to conduct job readiness assessments in-custody	Ongoing
WDB directors develop P2E listserv	By December 31, 2019
Update internal list of second-chance employers in the region	By December 31, 2019
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement and update internal second-chance employer inventory	Ongoing
Complete inventory of existing training needs for WDB staff and employer partners to improve their ability to work with and serve individuals with justice-involvement	By December 31, 2019
Begin to develop inventory of in-custody workforce training programs; identify gaps in pathways from in-custody training to job opportunities	By December 31, 2019
<b>Quarter 4 (April - June 2020)</b>	
Conduct monthly WDB directors call, with January agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
Select one to two counties to pilot an integrated assessment model	By March 31, 2020
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly

Objectives/Activities	Estimated Dates
Complete inventory of all existing in-custody (i.e., county jail and state prison) workforce training programs	By March 31, 2020
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement and update internal second-chance employer inventory	Ongoing
WDB Directors and partners engage in discussion to determine the need and feasibility (including identifying supplementary funding sources) of expanding implementation of CommunityPro to other counties in region based on findings from CommunityPro pilot feedback	By March 31, 2020
Create training topics based on inventory of existing needs and leverage Regional Training Coordinator to recruit trainers and develop ongoing training schedule. Based on initial regional planning efforts, training topics may include: understanding barriers experienced by individuals with justice involvement, overview of relevant policies (e.g., AB 1008, Work Opportunity Tax Credit, CA New Employment Tax Credit, Federal Fidelity Bonding), trauma-informed service provision, and cultural competency	By March 31, 2020
Update internal list of second-chance employers in the region	By March 31, 2020
<b>Quarter 5 (July - Sept 2020)</b>	
Conduct monthly WDB directors call, with April agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
WDB directors take action on decision to move forward with CommunityPro, if necessary	By June 30, 2020
Begin discussions between WDB directors and justice partners about appropriate mechanisms for implementing job readiness assessments pre-release	By June 30, 2020
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By June 30, 2020
Develop community-based options for job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	By June 30, 2020
Review and update MOUs with CBOs and other partner agencies as appropriate.	By June 30, 2020
<b>Quarter 6 (Oct - Dec 2020)</b>	
Conduct monthly WDB directors call, with July agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Develop a training protocol for using an integrated assessment model, based on the model outlined in the Council of State Governments Justice Center white paper on integrated reentry and employment strategies	By September 30, 2020
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By September 30, 2020
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
Leverage Regional Training Coordinator to support implementation of the commitments to action established in the previous quarter to address gaps in current in-custody training curriculum	By August 31, 2020
<b>Quarter 7 (Jan - Mar 2021)</b>	
Conduct monthly WDB directors call, with October agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly

Objectives/Activities	Estimated Dates
WDB directors send P2E implementation updates to P2E listserv (1)	Monthly
Conduct training on new integrated assessment model with appropriate workforce personnel and representatives from the sheriff's office, probation, state prison (if appropriate), and parole to launch implementation of the model (2)	By December 31, 2020
Provide training on integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	Ongoing
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By December 31, 2020
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
<b>Quarter 8 (April - June 2021)</b>	
Conduct monthly WDB directors call, with January agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Begin implementation of integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	By March 31, 2021
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By March 31, 2021
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
<b>Quarter 9 (July - Sept 2021)</b>	
Conduct monthly WDB directors call, with April agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Continue implementation of integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	Ongoing
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By June 30, 2021
Gather feedback from WDB staff, clients, and justice partners about the strengths and challenges of conducting job readiness assessments pre-release and make adjustments to assessment process and/or tool based on feedback	By June 30, 2021
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
<b>Quarter 10 (Oct - Dec 2021)</b>	
Conduct monthly WDB directors call, with July agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Continue implementation of integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	Ongoing
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By September 30, 2021
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing

Objectives/Activities	Estimated Dates
<b>Quarter 11 (Jan - Mar 2022)</b>	
Conduct monthly WDB directors call, with October agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Aggregate tracking data and conduct a series of meetings with partners involved in implementation of the integrated assessment model to discuss the outcomes, strengths, and challenges of using the model	By December 31, 2021
Update internal list of second-chance employers in the region	By December 31, 2021
Continue implementing updated job readiness assessments in-custody	Ongoing
Conduct a series of meetings with partners involved in implementation of the integrated assessment model to discuss the strengths and challenges of using the model and to develop recommendations for its further use across the region	By March 31, 2022
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing

**Exhibit A-2: P2E Grant Work Plan – Supportive Services and Earn & Learn (SSEL)**

Objectives/Activities	Estimated Dates
<b>Quarter 1 (July - Sept 2019)</b>	
Conduct monthly WDB directors call	Monthly
Identify existing stakeholder meetings (e.g., PACT, CCP, reentry planning, Bay Area Fair Chance Workforce Taskforce) that can be leveraged to increase WDB and CBO presence and promote discussion and decision-making related to improving employment pathways for the justice-involved population. Determine if separate P2E meeting is necessary.	By June 30, 2019
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement (e.g., Solano WDB's Employer Seminars starting in March 2019) and update internal second-chance employer inventory.	Ongoing
<b>Quarter 2 (Oct - Dec 2019)</b>	
Begin developing inventory of existing training needs for WDB staff and employer partners to improve their ability to work with and serve individuals with justice-involvement	By September 30, 2019
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Begin the process of identifying one to two counties to pilot an integrated assessment model, taking into consideration the capacity to conduct job readiness assessments in-custody.	Ongoing
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement and update internal second-chance employer inventory.	Ongoing
<b>Quarter 3 (Jan - Mar 2020)</b>	
Conduct monthly WDB directors call, with October agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Continue the process of identifying one to two counties to pilot an integrated assessment model, taking into consideration the capacity to conduct job readiness assessments in-custody	Ongoing
WDB directors develop P2E listserv	By December 31, 2019
Update internal list of second-chance employers in the region	By December 31, 2019
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement and update internal second-chance employer inventory	Ongoing
Complete inventory of existing training needs for WDB staff and employer partners to improve their ability to work with and serve individuals with justice-involvement	By December 31, 2019
Begin to develop inventory of in-custody workforce training programs; identify gaps in pathways from in-custody training to job opportunities	By December 31, 2019

Objectives/Activities	Estimated Dates
<b>Quarter 4 (April - June 2020)</b>	
Conduct monthly WDB directors call, with January agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
Select one to two counties to pilot an integrated assessment model	By March 31, 2020
WDB Directors use existing stakeholder meetings, e.g. CCP, to communicate about local and regional P2E activities and plans.	Monthly
Complete inventory of all existing in-custody (i.e., county jail and state prison) workforce training programs	By March 31, 2020
Continue employer outreach efforts from regional planning process to build and formalize partnerships for establishing employment opportunities for individuals with justice involvement and update internal second-chance employer inventory	Ongoing
WDB Directors and partners engage in discussion to determine the need and feasibility (including identifying supplementary funding sources) of expanding implementation of CommunityPro to other counties in region based on findings from CommunityPro pilot feedback	By March 31, 2020
Create training topics based on inventory of existing needs and leverage Regional Training Coordinator to recruit trainers and develop ongoing training schedule. Based on initial regional planning efforts, training topics may include: understanding barriers experienced by individuals with justice involvement, overview of relevant policies (e.g., AB 1008, Work Opportunity Tax Credit, CA New Employment Tax Credit, Federal Fidelity Bonding), trauma-informed service provision, and cultural competency	By March 31, 2020
Update internal list of second-chance employers in the region	By March 31, 2020
<b>Quarter 5 (July - Sept 2020)</b>	
Conduct monthly WDB directors call, with April agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
WDB directors take action on decision to move forward with CommunityPro, if necessary	By June 30, 2020
Begin discussions between WDB directors and justice partners about appropriate mechanisms for implementing job readiness assessments pre-release	By June 30, 2020
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By June 30, 2020
Develop community-based options for job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	By June 30, 2020
Review and update MOUs with CBOs and other partner agencies as appropriate.	By June 30, 2020
<b>Quarter 6 (Oct - Dec 2020)</b>	
Conduct monthly WDB directors call, with July agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Develop a training protocol for using an integrated assessment model, based on the model outlined in the Council of State Governments Justice Center white paper on integrated reentry and employment strategies	By September 30, 2020

Objectives/Activities	Estimated Dates
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By September 30, 2020
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
Leverage Regional Training Coordinator to support implementation of the commitments to action established in the previous quarter to address gaps in current in-custody training curriculum	By August 31, 2020
<b>Quarter 7 (Jan - Mar 2021)</b>	
Conduct monthly WDB directors call, with October agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv (1)	Monthly
Conduct training on new integrated assessment model with appropriate workforce personnel and representatives from the sheriff's office, probation, state prison (if appropriate), and parole to launch implementation of the model (2)	By December 31, 2020
Provide training on integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	Ongoing
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By December 31, 2020
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
<b>Quarter 8 (April - June 2021)</b>	
Conduct monthly WDB directors call, with January agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Begin implementation of integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	By March 31, 2021
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By March 31, 2021
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
<b>Quarter 9 (July - Sept 2021)</b>	
Conduct monthly WDB directors call, with April agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Continue implementation of integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	Ongoing
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By June 30, 2021
Gather feedback from WDB staff, clients, and justice partners about the strengths and challenges of conducting job readiness assessments pre-release and make adjustments to assessment process and/or tool based on feedback	By June 30, 2021
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing

Objectives/Activities	Estimated Dates
<b>Quarter 10 (Oct - Dec 2021)</b>	
Conduct monthly WDB directors call, with July agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Continue implementation of integrated assessment model in identified pilot counties, with quarterly tracking of the progress of individuals who are assessed using the new model	Ongoing
Continue implementing re-entry best practices in career navigation	Ongoing
Update internal list of second-chance employers in the region	By September 30, 2021
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing
<b>Quarter 11 (Jan - Mar 2022)</b>	
Conduct monthly WDB directors call, with October agenda item of discussing funding resources for P2E initiative and any potential new funding sources that could be leveraged to promote sustainability	Monthly
WDB directors send P2E implementation updates to P2E listserv	Monthly
Aggregate tracking data and conduct a series of meetings with partners involved in implementation of the integrated assessment model to discuss the outcomes, strengths, and challenges of using the model	By December 31, 2021
Update internal list of second-chance employers in the region	By December 31, 2021
Continue implementing updated job readiness assessments in-custody	Ongoing
Conduct a series of meetings with partners involved in implementation of the integrated assessment model to discuss the strengths and challenges of using the model and to develop recommendations for its further use across the region	By March 31, 2022
Continue providing job coaching and peer support services for individuals who have been linked to employment or are job ready and seeking employment	Ongoing

**Exhibit A-3: Participant Plan – Implementation and Direct Services (IDS)**

**North Bay Regional Planning Unit – NBEC**

			Q1 Jul - Sep 2019	Q2 Oct - Dec 2019	Q3 Jan - Mar 2020	Q4 Apr - Jun 2020	Q5 Jul - Sep 2020	Q6 Oct - Dec 2020	Q7 Jan - Mar 2021	Q8 Apr - June 2021	Q9 Jul - Sep 2021	Q10 Oct - Dec 2021	Q11 Jan - Mar 2022	Total
1. Participants to be Served					1	1	18	2	8	1	1			32
2. Enrollment in Training						1	18		6					25
3. Completion of Training								12	2	5				19
4. Attained Industry-Valued Certificate, Credential or Degree								11		7				18
5. Placement in Postsecondary Education														0
6. Placement in State-Approved Apprenticeship							1	1	4	1				7
7. Placement in Industry Sector Employment														15
	Industry Type: Construction						1	3	2	5	2	1		14
	Industry Type: Healthcare and Social Assistance													0
	Industry Type: Hospitality and Tourism													0
	Industry Type: Manufacturing							1						1
	Industry Type: Professional, Scientific, and Technical Services													0
	Industry Type: Retail Trade													0
8. Placement in Temporary/Other Employment										1	2	2	2	7
9. Retention in Employment									3	5	1	1	9	19

**Exhibit A-4: Participant Plan – Supportive Services and Earn & Learn (SSEL)**  
**North Bay Regional Planning Unit - NBEC**

			Q1 Jul - Sep 2019	Q2 Oct - Dec 2019	Q3 Jan - Mar 2020	Q4 Apr - Jun 2020	Q5 Jul - Sep 2020	Q6 Oct - Dec 2020	Q7 Jan - Mar 2021	Q8 Apr - June 2021	Q9 Jul - Sep 2021	Q10 Oct - Dec 2021	Q11 Jan - Mar 2022	Total
1. Participants to be Serve					4	7	10	7	11	7	7	4	3	60
2. Enrollment in Training						2	8	4	9	3	1	1	1	29
3. Completion of Training							1	7	3	6	3	2	1	23
4. Attained Industry-Valued Certificate, Credential or Degree								7	2	6	2	1		18
5. Placement in Postsecondary Education								1						1
6. Placement in State-Approved Apprenticeship								1	2	1	1			5
7. Placement in Industry Sector Employment														28
	Industry Type: Construction							4	5	3	1	3	1	17
	Industry Type: Healthcare and Social Assistance								2			2		4
	Industry Type: Hospitality and Tourism								2			2		4
	Industry Type: Manufacturing						1					1		2
	Industry Type: Retail Trade								1					1
9. Retention in Employment						2	2	4	2	5	3	4	3	25
9. Retention in Employment			0	0	0	0	1	3	2	5	6	8	21	46

## **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 monthly invoice by the tenth working day of each month. All costs reported by Contractor shall be supported by appropriate accounting documentation.

1.1.1. Invoices shall be submitted to:

County of Sonoma Human Services Department  
Employment & Training Division  
Attn: Crissy Tuider (ctuider@schsd.org)  
2227 Capricorn Way, Ste 100  
Santa Rosa, CA 95407

1.2. Accrual Reporting. Contractor will report accrued expenditures for each quarter in order that County can comply with State quarterly reporting requirements.

1.3. 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.

1.4. 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.

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

1.6. 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 2 CFR 200.318-326, General Procurement Standards. For purposes of this Agreement, procurement shall mean purchase, lease or rental of any item with a single value exceeding \$5,000.

1.7. 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.

1.8. 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 from the state. County also reserves the right to request changes in program design in order to accommodate changes made by the state. The County Human Services Director has authority to request and approve program design changes.

## 2 Budget Adjustments.

2.1. Approval. County Human Services Director is authorized to approve and execute the transfer of funds between line items set forth in the Budget, and to approve so long as such changes do not result in an increase in County's maximum financial obligation.

2.2. Adjustments Requiring Written Consent. County's written approval is required prior to the transfer of any program funds between Budget line items when the amount of the individual line item adjustment is more than the greater of \$2,500 or 15% of funds budgeted per line item.

2.2.1. Equipment. Requests to purchase or lease equipment in excess of \$500 and not included in original budget shall require County approval prior to purchase.

2.2.2. Request. Request for transfer of funds between line items shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.

## 3 Financial Management Systems

3.1. 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.

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

3.3. 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 Audits.

4.1. Contractors who receive federal funding 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.

4.2. 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.

## 5 Repayment.

5.1. 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.

5.2. 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.

## 6 Budget.

### 6.1 Prison to Employment Implementation Direct Services (IDS) Grant Budget

Item No.	Line Item Description	Amount
1	Personnel Costs	30,624
2	Staff Travel	1,200
3	Operating Expenses	9,671
4	Testing/Instructional Materials	
5	Tuition Payments/Vouchers	
6	Training Costs	
7	Supportive Services	
8	Other Program Services:	
9	Subcontractors and Services	96,601
PROGRAM BUDGET TOTALS:		\$ 138,096

### 6.2 Prison to Employment Implementation Supportive Services and Earn and Learn (SSEL) Grant Budget

Item No.	Line Item Description	Amount
1	Personnel Costs	
2	Staff Travel	
3	Operating Expenses	
4	Testing/Instructional Materials	
5	Tuition Payments/Vouchers	
6	Training Costs	
7	Supportive Services	
8	Other Program Services:	
9	Subcontractors and Services	187,799
PROGRAM BUDGET TOTALS:		\$ 187,799

### **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 \$25,000 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:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. 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 Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Contractor's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. 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.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### **5 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.

**6 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](mailto: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.

**7 Policy Obligations**

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

**8 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; 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.

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Date

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Signature