

Workforce Investment Board COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER District One

PETE VANDER POEL District Two

> AMY SHUKLIAN District Three

EDDIE VALERO District Four

DENNIS TOWNSEND

AGENDA DATE: December 17, 2019 - REVISE	mber 17, 2019 - REVISED
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Public Hearing Required Scheduled Public Hearing w/Clerk Published Notice Required Advertised Published Notice Meet & Confer Required Electronic file(s) has been sent Budget Transfer (Aud 308) attached Personnel Resolution attached Agreements are attached and signature tab(s)/flag(s)	Yes	N/A is marked with	
CONTACT PERSON: David McMunn	PHONE: 559-713	-5200	

SUBJECT:

Approve Budget Adjustment

REQUEST(S):

That the Board of Supervisors:

Approve the budget adjustment of \$98,145 resulting from an agreement with the County of San Joaquin to provide training services for justice involved individuals under the Prison to Employment Direct and Supportive Services Grants (4/5ths vote required).

SUMMARY:

The Workforce Investment Board of Tulare County (WIB), a California nonprofit corporation, has been designated by the Tulare County Board of Supervisors as the local workforce development board for the purpose of providing policy guidance and oversight of workforce development services within Tulare County as required by the Workforce Innovation and Opportunity Act of 2014.

The WIB and the County renewed an Administrative Services Agreement (#28274) in August 0f 2017 to provide the administrative framework under which the WIB and County shall cooperate in undertaking workforce development programs within the County of Tulare. The agreement intends for the WIB to continue to be invested with substantial independent authority for the design, development, administration, and operation of the workforce system in the county.

As such, the agreement provides authority to the WIB to seek, accept, and subcontract workforce funding without the further approval of the County except as provided for in the agreement. Even so, when the receipt of additional funding necessitates an adjustment to the WIB's department budget, the Auditor requires

SUBJECT: Approve Budget Adjustment

DATE: December 17, 2019

action by the Board of Supervisors to approve such an adjustment.

The WIB has entered into an agreement with the County of San Joaquin to provide training services for justice involved individuals under the Prison to Employment Direct and Supportive Services Grants in the amount of \$309,097. The term of the agreement is September 1, 2019 through March 31, 2022 and contains two distinct functions. The WIB will provide Implementation of Direct Services (IDS) and Supportive Services/Earn and Learn (SSEL) that are to be reported separately and, therefore, the budget adjustment contains two units in order to properly record the expenditures. The remaining funds will be budgeted in FY 2021 and FY 2022.

FISCAL IMPACT/FINANCING:

The program is financed through the State of California General Fund SB 856. The State will transfer the funds to San Joaquin County and San Joaquin County will be reimbursing the WIB. The WIB's operating budget will increase by \$98,145 and there is no cost to Tulare County.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Strategic Initiative #2: Economic Well-Being

Strategic Initiative #3: Quality of Life

ADMINISTRATIVE SIGN-OFF:

David McMunn Deputy Director

cc: County Administrative Office

Attachment(s) AUD 308 Budget Request

Agreement with the County of San Joaquin

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVE BUDG ADJUSTMENT	SET)) Resolution No) Agreement No)
UPON MOTION OF SUPERVISO	OR, SECONDED BY
SUPERVISOR	_, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN	OFFICIAL MEETING HELD DECEMBER 17
2019, BY THE FOLLOWING VOTE:	
AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	JASON T. BRITT COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:	Deputy Clerk
* * * * * *	* * * * * * * * * *

The Board of Supervisors:

Approved the budget adjustment of \$98,145 resulting from an agreement with the County of San Joaquin to provide training services for justice involved individuals under the Prison to Employment Direct and Supportive Services Grants (4/5ths vote required).

	County	of Tular	e Budget Ac	djustmen	t Form					9:51 AM
		/25/19	3-1-1					06/2020		2020
Date						Doc ID	A	PRD fm fm fy	fy	Budget F/Y yy
					Wo	rkforce	Investment Board	Debbie Bach	713.5218	
						Ager	ncy Name	Contact Person	Phone	Ext
Action*								Current Amount	Revised Amount	Inc / Dec Amt
A,C,D	Fund	Dept	APPR#				LEVEL 1 Finish Here	Current Amount	Nevised Amount	-
	045	400	120SBEN				Appropriation Totals	2,186,178	2,195,678	9,500
С	015	120					This level may not	1,419,672	1,419,673	1
С	015	120	120SSUP				balance due to	12,663,817	12,752,461	88,644
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		Tatal						16,269,667	16,367,812	98,145
	riations	lotai					+			
Action* * A,C,D	Fund	Dept	Appr#	Unit	Object	Rev	LEVEL 2 Start Here	Current Amt	Revised Amount	Inc / Dec Am
Α	015	120	120SBEN	4600	6001		Line Totals		6,882	6882
Α	015	120	120SBEN	4600	6004		Line Totals		729	729
Α	015	120	120SBEN	4600	6011				797	797
Α	015	120	120SBEN	4600	6012				529	529
Α	015	120	120SBEN	4600	6014				563	563
Α	015	120	120SSUP	4600	7062				1	1
Α	015	120	120OTH	4600	7523				11,860	11860
Α	015	120	120OTH	4600	7524				11,859	11859
Α	015	120	120OTH	4700	7523				31,468	31468
Α	015	120	120OTH	4700	7524				33,457	33457
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Fach f	und mu	st balar	nce				Total Inc/Dec must be zero	\$ -	\$ 196,290	\$
				orrespon	dence St	tate Rea	son in Detail)		SUDGET ROLL-UP bef	ore VALIDATING.
The W	IB has e	ntered in	nto an agreei	ment with	the Cou	nty of Sa Service	an Joaquin to provide tra s Grants. The Direct an	d Supportive Se	rvices are two dis	stinct
compo	nents wi	thin the	grant and re	quire two	units to	properly	record expenditures an	d ensure accura	te reporting to the	e County
of San	Joaquin	. 11	71							
		1/7	- Foch							
		Affecte	d Dept Head	Signatur	e		Other A	Affected Dept He	ad Signature	
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By:										
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Board			Add, C=Char	ngo D-D				1		



INDEPENDENT CONTRACTOR AGREEMENTSAN JOAQUIN COUNTY

CONTRACT ID# P2E-2019-05

Contract Amount \$309,097.00

PARTIES:

COUNTY:

County of San Joaquin

44 N. San Joaquin Street Stockton, CA 95202-2931

COUNTY DEPARTMENT

Employment and Economic Development Department 56 South Lincoln Street Stockton, CA 95203

Alfredo Mendoza (209) 468-3651

amendoza@sjcworknet.org

Contractor:

Workforce Investment Board

of Tulare County

DUNS:

309 W. Main St. Visalia, CA 93291

Adam Peck (559) 713-5252 apeck@tularewib.org

This Agreement is made and entered into this 1st day of September, 2019, by and between Workforce Investment Board of Tulare County, as an independent contractor (hereinafter "Contractor"), and the County of San Joaquin, a political subdivision of the State of California for its Employment and Economic Development Department, at the address referenced above (hereinafter "COUNTY"). This Agreement is not for Research and Development.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, it is mutually agreed as follows:

THE PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for Contractor to implement a plan to serve the formerly incarcerated and other justice involved individuals as set forth in Part II, Scope of Services and in alignment with the San Joaquin Valley and Associated Regional Planning Unit (SJVAC RPU) Prison to Employment (P2E) Regional Plan submitted to and approved by the California Workforce

Development Board's (State Board) P2E Initiative – Direct and Supportive Service Grants under Request for Applications (RFA) #84049.

II. THE SCOPE OF SERVICES

A. Contractor agrees to implement a regional workforce corrections strategy and provide both Implementation Direct Services (IDS) and Supportive Services/Earn and Learn (SSEL) opportunities for justice-involved and the formerly incarcerated.

This contract covers both the IDS and SSEL Grants as the two are expected to function in concert with one another with the overall goal of improving labor market outcomes for the region's justice-involved population and strategies for connecting those individuals to the supportive services they need to in order to attain successful labor market outcomes as set forth in **Exhibit A**.

B. Contractor shall perform the Contractor's work in accordance with currently approved methods and standards of practice in Contractor's professional specialty.

III. GENERAL PROVISIONS:

A. Term of Agreement:

This Agreement shall commence September 1, 2019 and end on March 31, 2022, unless Work is completed on a date prior thereto or unless terminated earlier as provided herein.

B. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

C. Compensation:

COUNTY agrees to pay Contractor an amount not to exceed **Three Hundred Nine Thousand Ninety Seven Dollars and No Cents** (\$309,097.00) consisting of \$111,068.00
IDS grant funding and \$198,029.00 of SSEL.

Source of Funds and Awarding Agency: State of California General Fund SB 856 (Budget & Fiscal Review, Chapter 30, Statutes of 2018) awarded to San Joaquin County by the California Workforce Development Board, Ms. Laura Caputo, Operations Manager, and State of California Employment Development Department.

D. <u>Invoicing:</u>

CONTRACTOR shall submit an invoice, using the attached invoice template within 30 calendar days of each invoice period, detailing the services it has provided and the amount owed under this AGREEMENT. In addition to the invoice submitted by the CONTRACTOR for payment, CONTRACTOR must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at https://www.irs.gov/pub/irs-pdf/fw9.pdf. Both the invoice and W-9 form shall be forwarded to the COUNTY at the COUNTY DEPARTMENT address shown in the "PARTIES" section of the AGREEMENT. Upon approval by COUNTY, the payment shall be made to the

CONTRACTOR within 30 days. All invoices must reference this AGREEMENT Number and/or Contract ID Number and separate invoices must be submitted for the IDS and SSEL grants. CONTRACTOR shall submit one (1) original and one (1) copy of each invoice. In no event shall COUNTY by liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the AGREEMENT.

E. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or subcontract its obligation herein without the prior written consent of COUNTY. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void. Allowable subcontracting shall be limited to entities listed in the P2E application as submitted to the State.

F. Non Exclusive Rights:

This Agreement does not grant to Contractor any exclusive privileges or rights to provide services to COUNTY. Contractor may contract with other counties, private companies or individuals for similar services.

G. Indemnification:

Each party shall, at its expense, defend, indemnify and hold the other party its employees, officers, directors, contractors and agents) harmless from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of indemnifying party, its employees, officers, agents or subcontractors.

Each party shall hold the other party, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

I. Insurance

- 1. Contractor, shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to COUNTY.
- 2. Contractor agrees to be responsible to ensure that the requirements set forth in this article/paragraph are also to be met by Contractor's subcontractors, if any, who provide services pursuant to this Agreement.
- General Liability Limits

a. BI & PD combined/per occurrence/Aggregate

\$1,000,000

b. Personal Injury/Aggregate

\$1,000,000

c. Automobile Liability/per occurrence

\$1,000,000

1) Contractor agrees to defend, hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

4. Professional Liability

a. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions.

\$1,000,000

5. Workers' Compensation and Employer's Liability

Statutory requirement

- J. Nondiscrimination in employment, services, benefits and facilities:
 - Contractor shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, transgender status, marital status, national origin (including limited English proficiency), ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940,12945, 12945.2).
 - 2. Contractor shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.
 - 3. As a condition to the award of funding, the Contractor assures that it has the ability to comply with federal nondiscrimination and equal opportunity provisions and will remain in compliance for the duration of the award of funding. Contractor shall prohibit discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The Contractor also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

K. ADA Compliance:

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

L. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

M. Termination:

- Termination for Cause: If Contractor or County breaches or habitually neglects the Contractor's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, Contractor or COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which Contractor or COUNTY may be entitled, either at law, in equity, or under this Agreement.
- 2. **Termination for Convenience**: In addition, Contractor or COUNTY may terminate this Agreement for its convenience upon thirty (30) days written notice to Contractor.
- 3. **Funding out Clause:** If the County Board of Supervisors fails to appropriate funds to enable the County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the Contractor will be given written notice of such termination.
- 4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, Contractor shall only be paid for any Work completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, Contractor shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, Contractor shall have no other allowable charges under the terms and conditions of this Agreement.
- 5. Contractor shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that Contractor can legally cancel; COUNTY shall not be liable for any expenses incurred by Contractor subsequent to the notice of termination

N. Conflict of Interest Statement:

Contractor covenants that Contractor, its officers, employees or their immediate family, presently has no financial or other interest, in other project(s) or contract(s), or other activity(ies), nor shall it acquire any such interest, directly or indirectly, that would conflict or inhibit in any way, manner or degree with the performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such a conflict of interest shall be employed or retained by Contractor under this Agreement. Contractor shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY.

O. Drug Free Workplace:

Contractor shall comply with the provisions of California Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

P. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either Contractor or COUNTY.

Q. Compliance:

- Contractor shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, Contractor shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
- Contractor shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

R. Disputes and Remedies:

- 1. Notice of any disputes, claims, or breach raised by Contractor, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and Contractor, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.
- 2. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to Contractor. Such dispute, claim, or breach would include conditions and time constraints required of Contractor to remedy.

- 3. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.
- 4. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. Contractor hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

S. Public Record

All bids and proposal information is property of COUNTY. All such documents, including this Agreement, are public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Contractor's Proprietary material must be clearly marked as such, but even so marked, it does not guarantee non-disclosure and may still be subject to disclosure pursuant to law. Pricing and service elements of the successful bid and/or proposal may not be considered proprietary information.

COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If Contractor believes that it has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within its bid, Proposal, this Agreement, it must identify any such information, together with the legal basis of your claim to COUNTY. Contractor agrees to defend and indemnify COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality to protect documents from public disclosure. The final determination as to whether COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of COUNTY.

T. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for Contractor for COUNTY, or otherwise by or for Contractor, or by or for a subcontractor operating under Contractor's supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

U. Records Retention:

- 1. Contractor shall retain all records pertaining to activities performed under this Agreement for a four (4) year period from the date of final payment, or if the records are audited, whichever is longer.
- 2. If, prior to expiration of the four (4) year period, any litigation or audit is begun or a claim is instituted involving the AGREEMENT, SUBRECIPIENT shall retain all records beyond the four (4) year period until the litigation, audit findings, or claim has been fully resolved.

V. San Joaquin County Green Purchasing Policy:

- 1. COUNTY has a Green Purchasing Policy; please go to website to view.: http://www.sigov.org/SupportServ/dynamic.aspx?id=10128
- 2. COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.
- 3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials again, price and performance essentially being equal.

W. Work Product:

COUNTY and Contractor acknowledge and agree that "Work Product", and all components of it, provided or developed by Contractor hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then Contractor agrees to and hereby does sell, transfer, grant and assign to COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", Contractor shall place or cause to be placed the following legend preferably in the lower right corner:

□ 201_ County of San Joaquin. All rights reserved.

X. Data Security - Confidentiality

- Acknowledgment of access to information characterized as covered data: 1. Contractor acknowledges that this Agreement may allow Contractor access to confidential COUNTY information or COUNTY provided information including, but not limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received by Contractor, which is subject to state laws that restrict the use and disclosure of the COUNTY information, including the California Information Practices Act (California Civil Code Section 1798 et seg.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the provisions of this Agreement and prior written consent of COUNTY. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.
- 2. **Prohibition on unauthorized use or disclosure of Covered Data:** Contractor agrees to hold Covered Data received from or created on behalf of COUNTY in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by COUNTY. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify COUNTY in writing prior to any disclosure in order to give COUNTY an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by COUNTY.
- 3. Safeguard standard: Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.
- 4. Return or destruction of Covered Data: Unless Contactor maintains a paperless case management system, Upon termination, cancellation, expiration or other conclusion of this Agreement, Contractor shall return the Covered Data to COUNTY unless COUNTY requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to the COUNTY that the return or destruction has been completed.
- 5. Reporting of unauthorized disclosures or misuse of Covered Data: Contractor shall report, either orally or in writing, to COUNTY any use or disclosure of Covered Data not authorized by this Agreement or in writing by COUNTY, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to COUNTY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the

unauthorized use or disclosure, (ii) Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

- 6. **Examination of records**: COUNTY and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.
- 7. **Assistance in litigation or administrative proceedings:** Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under this Agreement available to COUNTY, at no cost, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against COUNTY, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.
- 8. **No third-party rights:** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

X. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and Contractor have executed this Agreement effective on the day and year first written above.

the day and year first written above.	
COUNTY OF SAN JOAQUIN, a political subdivision of the State of California	Workforce Investment Board of Tulare County
By: Jehn M. Solis Executive Director Employment and Economic Development Department	By: Name Adam Peck Title Executive Director Organization Workforce Investment Board APPROVED BY WORKFORCE INVESTMENT BOARD MINUTES OF 06-12-2019
APPROVED AS TO FORM Office of County Counsel	Secondary Signature
By: Deputy County Counsel	By:

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide services under this Agreement as follows:

I. PURPOSE

Subject to the conditions and procedures established in this AGREEMENT, Contractor will provide and administer services to eligible participants and collaborate with required partners including the California Department of Corrections and Rehabilitation Division of Adult Parole Operations (CDCR DAPO), Community Based Organizations (CBOs) that serve the formerly incarcerated, other justice-involved individuals, and other re-entry service providers as proposed in the P2E Application submitted to the State Workforce Board.

II. STRATEGY

The strategy includes the identification of CBOs and all agencies that Contractor may be allocating funds to, the amount, and roles. The strategy shall also include maintaining and reporting the updated IDS and the SSEL activities in accordance with the plan submitted to the State Workforce Board.

III. OBJECTIVES

A. PRE-RELEASE FOCUS

- Since training and employment preparation services available at facilities vary significantly from institution to institution, the Contractor will contact the Warden and/or other top administrative personnel from each facility that is located with its county boundaries to determine what services, if any, are desired from the local workforce system.
- 2. As appropriate and if a CDCR institution is located with its county boundaries, the Contractor will enter into agreements with the CDCR institutions to provide pre-release job readiness preparation, transition support (including risk/needs assessment and retrieval of right to work and educational attainment documentation).
- 3. An Offender Lifecycle information flyer prepared by CDCR's Division of Rehabilitative Programs (DRP) is attached for review (see Attachment A). The DRP provides a substantial variety of services aimed to best educate and treat offenders during and post incarceration, and while DRP continually strives to ensure programming is available and has the best chance of effectuating positive change, outcomes often rely on the partnerships built with all CDCR divisions.
- 4. A list of CDCR Adult Institutions is provided as part of this Agreement and contains address and number of inmates (see Attachment B).
- 5. A list of CDCR Public Information Officers (PIO) is provided as part of this Agreement and contains contact information for each facility (see Attachment C).

B. HAND-OFF AND RE-ENTRY FOCUS

- 1. The content of pre-release services and efforts to provide a "warm hand-off" at the time of parole and will work with the other entities in the SJVAC RPU to create an "informational packet" to provide participants that will be leaving the CDCR facility. The information may include the following:
 - a) Information on the full array of workforce development and skills training services available throughout the state.
 - b) Detailed descriptions of AJCC services, partners, and locations.
 - c) Referrals to local AJCCs will be made for everyone for whom parole dates and locations are provided.
 - d) A principal goal of the region's re-entry focus will be to work with the California Department of Motor Vehicles, the U.S. Social Security Administration and various county agencies to secure "right to work" documents prior to inmates' release.
 - e) For individuals paroled to counties in the Central Valley from institutions located outside the region, Parole Officers will inform AJCC representatives of the need for services and a meeting of a co-case management team (described below) will be immediately scheduled to complete assessments and develop a service plan for customer.

C. PROGRAM PERFORMANCE

- 1. The Contractor shall provide all appropriate project services to a minimum of 8 participants into the Direct Services Grant and a minimum of 18 participants into the Support Services/Earn and Learn Grant in accordance with locally approved processes and procedures. Services may include, but are not limited to, workshops, assessments, career counseling, supportive services, Individual Training Account (ITA) vouchers, On-the-Job Training agreements, and direct job placement.
- Collaborate, partner, and appropriately fund CBOs that have a history of serving justice-involved individuals. CBOs are a particularly important component of supportive service strategy plans as these organizations are uniquely qualified to assist justice-involved individuals in navigating the challenges of overcoming barriers.

D. PARTICIPANT ELIGIBILITY CRITERIA

- 1. Funds awarded under this Agreement are designed to address the personal development, training, and employment needs of California's justice-involved and formerly-incarcerated populations.
- 2. The term "justice-involved" is defined in Section 14040(b) of the Unemployment Insurance Code and refers to individuals (adults and juveniles) who are on parole, probation, mandatory supervision, post-release community supervision, or are otherwise part of the supervised population as defined in Penal Code §1234(d) and/or under the jurisdiction of a county or the California Department of Corrections and Rehabilitation. This also

- includes individuals who are on county informal probation, county deferred entry of judgement, or any other county diversion program such as drug courts, veterans' courts, community courts or other specialty courts.
- 3. The term "formerly-incarcerated" is not defined in statute and for purposes of this program includes any individual who has at any time served a custody sentence in any adult or juvenile federal, state, or local detention facility; or in any alternative custody program such as home detention.

E. WORKFORCE CORRECTIONS PARTNERSHIP

- 1. The Contractor shall outreach to the business community about hiring formerly incarcerated individuals and may include communication related to benefits, incentives and services available to both justice-involved individuals and the companies that hire them.
- 2. As part of the outreach efforts, it is recommended that information created by the State of California's Employment Development Department (EDD), County Probation Departments, and/or CBOs (materials in both print and electronic formats) be reviewed and distributed to the employer community. This information may include federal and state tax credits and incentives that are available to businesses that hire justice-involved and formerly incarcerated individuals.
- The Contractor shall participate in the Central Valley Workforce-Corrections Coalition (that will be formed and is part of the SJVAC RPU's WIOA Regional Plan). This group will take on the task of reviewing this information and will utilize its content as the basis for developing a standardized information summary that can be adopted and customized by partners throughout the Central Valley.
- 4. The Contractor, in connection with its business outreach efforts, has identified numerous companies that are "second chance friendly" and are open to interviewing and hiring formerly incarcerated individuals. The Contractor shall share best practices and successful approaches in working with businesses that employ formerly incarcerated individuals.

F. PARTICIPANT RECRUITMENT AND ENROLLMENTS INTO P2E

1. The Contractor shall conduct outreach and recruitment efforts, targeting the appropriate eligible population for applicants sufficient to meet the enrollment levels identified in the Performance Matrix below:

Enrollment Matrix by Grant	Number of Participants
Implementation Direct Services (IDS)	8
Supportive Services/Earn and Learn Grant (SSEL)	18
Total Participants	26

- 2. The Contractor shall document all visits to the CDCR facilities and collect information regarding the Pre-Release activity including name of participants.
- 3. As appropriate, the Contractor shall screen applicants for WIOA and program eligibility and co-enroll into WIOA Programs.

- 4. The Contractor shall collect all the necessary documentation required to substantiate a WIOA eligibility determination and shall follow the California Workforce Development Board's P2E Data Directive which details the codes and the tracking for all participants.
- 5. The Contractor shall perform all required data entry for participant tracking into the CalJOBS system and any other data required to track P2E participants as requested by COUNTY for State reporting purposes.
- 6. Provide data to COUNTY regarding participant enrollment, activities, placement in training, performance outcome information, and any ancillary data pertaining to the enrolled participants in relation to this grant.

G. CASE MANAGEMENT

- Case management shall consist of a client-centered approach to the delivery of services designed to prepare and coordinate a comprehensive employment strategy, and ensure participant access to necessary WIOA activities and supportive services for both IDS and SSEL.
- 2. Case management will document efforts using CalJOBS.
- 3. Allowable uses for IDS and SSEL funds include all services permitted under the Section 14040(f) of the Unemployment Insurance Code, Section 14035 of the Unemployment Insurance Code, services authorized under Section 1234.3 of the Penal Code, and services authorized under the federal Workforce Innovation and Opportunity Act (WIOA) and its corresponding regulations.
- 4. Note that providing the types of services allowed under WIOA does not make individuals receiving Initiative funds a reportable individual for purposes of WIOA performance reporting unless WIOA funds are braided as part of that individual's service package. The State Board will still track this data for purposes of this state program, even if WIOA funds are not used and the individual is not reportable for purposes of WIOA performance reporting. Eligible activities for initiative and grant funds include those listed below.
 - a) AB 1111 (Section 14035 of the UI Code)
 - (1) English language improvement training
 - (2) Basic skills and adult education
 - (3) High school diploma and GED acquisition.
 - (4) Skills and vocational training that aligns with regional labor market needs identified as part of the California Workforce Innovation and Opportunity Act regional planning process
 - (5) Work experience
 - (6) On-the-job training
 - (7) Stipends for trainees
 - (8) Earn and learn training
 - (9) Industry certifications
 - (10) Pre-apprenticeship programming offered in a manner that is consistent with the requirements of Section 14230 of the California Unemployment Insurance Code, regardless of whether the pre-apprenticeship program funding source includes California Workforce Innovation and Opportunity Act

funds

- (11) Mentoring
- (12) Other remedial education and work readiness skills
- (13) Supportive services under the California Workforce Innovation and Opportunity Act
- (14) 2060 (Section 1234.3 of the Penal Code)
- (15) Vocational training
- (16) Stipends for trainees
- (17) Earn and learn opportunities for the supervised population

b) WIOA

- (1) Basic Career Services, Individualized Career Services, and Follow-up Career Services as defined by the Workforce Innovation and Opportunity Act Joint Final Rule. See U.S. Department of Labor TEGL 16-16 for additional information.
- (2) Implementation Activities
- (3) In-reach to individuals transitioning from incarceration to postrelease employment and/or training that entails shared client case management among the workforce development and corrections systems.
- (4) Technical assistance activities, including, but not limited to, the convening of communities of practice to identify and help replicate evidence-based practices and to help facilitate an assessment and evaluation of grant performance and initiative success.

H. SUPPORTIVE SERVICES AND EARN AND LEARN

- Supportive services are encouraged and may be provided by the Contractor to participants who are unable to obtain supportive services through other programs providing such services, based upon the individual participants' need for such services. Supportive services may be provided when reasonable and necessary for the individual to participate in P2E/WIOA activities, complete training, and to obtain/retain employment.
- 2. Supportive services and "earn and learn" activities which entail payment for participating in training and other workforce activities are allowable. "Supportive services" are defined in Section 14040(e) of the Unemployment Insurance Code as services that are necessary to enable an individual to successfully participate in, or receive, workforce, education, and other related services authorized under Section 1234.4(c) of the Penal Code, Section 14035 of the Unemployment Insurance Code, as well as the federal Workforce Innovation and Opportunity Act and its corresponding regulations. The term "supportive services" includes services such as transportation, child care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities that lead to employment. Note that providing the types of services allowed under WIOA does not make individuals receiving Initiative funds a reportable individual for purposes of WIOA performance reporting unless WIOA funds are braided as part of that individual's service package.
- 3. "Earn and learn" is defined in Section 14040(a) of the Unemployment Insurance Code as the same meaning as in Section 14005(q) of the Unemployment Insurance Code. As defined, "Earn and learn" includes, but is not limited to, a program that does either of the following:

- a) Combines applied learning in a workplace setting with compensation allowing workers or students to gain work experience and secure a wage as they develop skills and competencies directly relevant to the occupation or career for which they are preparing.
- b) Brings together classroom instruction with on-the-job training to combine both formal instruction and actual paid work experience.
- 4. Note that some overlap exists between allowable uses of Direct Service funds and Supportive Service / Earn and Learn funds. RPUs may use funding from either grant for those allowable uses listed under both grants.

The County will:

- 1. Act as Lead Administrator and Fiscal Agency for the project.
- 2. Reimburse Contractor for activities under the IDS and SSEL grants as provided in the submission to the State.
- 3. Provide updates from the State in a timely manner and share the California Workforce Development Board's P2E Data Directive which details the codes and the tracking requirements that will be utilized for all participants in both grants.
- 4. Report required participant and fiscal tracking to the California Workforce Development Board.
- 5. Convene project meetings, conference calls, or other necessary events.

BOFFENDERLIFECYCLE

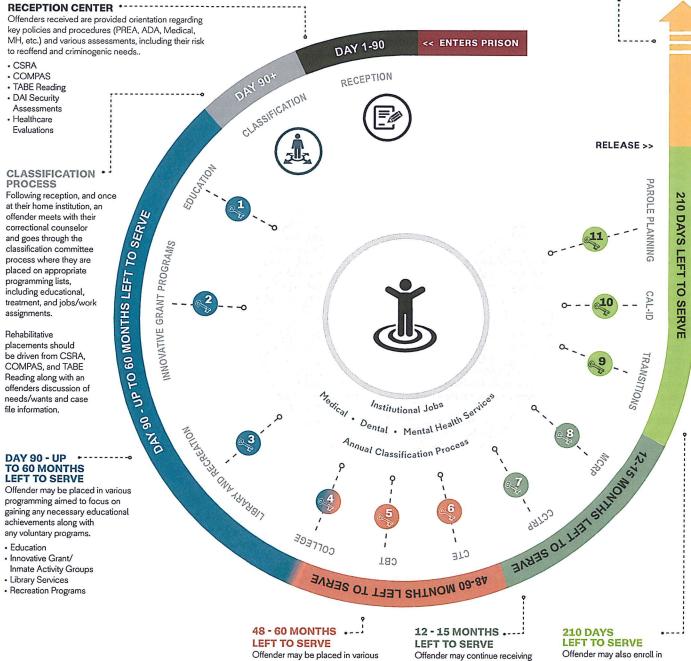
PAROLE (COMMUNITY)

Parolee successfully rejoins society. DRP works closely with DAPO to provide comprehensive post-release rehabilitative programs and services located in communities throughout the State of California delivered through residential, outpatient, and drop-in centers.

Day Reporting Centers (DRC) Community Based Coalition (CBC) Parolee Service Center (PSC) Transitional Housing Program (THP) Specialized Treatment for Optimized Programming (STOP)

- Detoxification
- Licensed Residential Treatment
- Sober Living/Transitional Housing
- Substance Use Outpatient
- Non-Substance Use Outpatient Computer Literacy Learning Center (CLLC) Substance Abuse Treatment

Substance Abuse Treatment and Recovery Program (STAR)



Division of Rehabilitative Programs

programming aimed to address criminogenic needs, obtain a higher education level, or both.

- College Programming
- · Cognitive Behavioral Treatment (CBT)
- Career Technical Education (CTE)

Offender may continue receiving treatment and educational programming in-prison or may elect, if eligible, to participate in community based reentry programs.

- Custody to Community Transitional Reentry Program (CCTRP)
- Male Community Reentry Program (MCRP)

Offender may also enroll in community-based programs designed to help them successfully reenter the community from prison.

- Transitions Reentry Program
- CAL-ID Program
- Parole Planning

INTERDEPENDENCY KEY





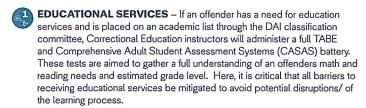
RECEPTION CENTER:

During the Reception Center process, offenders receive all necessary Healthcare evaluations and are assessed for placement into a home institution, via security assessment and integrated housing interviews. The institution placement takes into account their needs, available space, and any security or custody considerations. The DAI Correctional Counselors administer CDCR's Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) Core assessment. This assessment, combined with the automated California Static Risk Assessment's (CSRA) risk to re-offend helps determine priority placement for future DRP programming. In addition to the prior work, DRP's Office of Correctional Education instructors will administer the Test of Adult Basic Education (TABE) reading assessment to gauge an offender's need for literacy/education services once placed at their home institution.



INSTITUTION CLASSIFICATION:

Once placed at a home institution, an offender will formally go through the classification process where DAI Correctional Counselors will review the offender's reception center information and discuss an offender's needs, wants, and goals while incarcerated including different programming or institutional jobs that may be available to the offender at this specific location. The Correctional Counselor will review an offenders needs from the COMPAS, their TABE reading scores, and any other applicable case file information to decide what programs best fit the offender's incarceration timelines. Here, Counselors can leverage the Rehabilitative Case Plan in SOMS to help guide their recommendations during the classification process.



- INNOVATIVE GRANTS During the Innovative Grant process, DRP awards grants to non-profit vendors. These vendors provide inmate activity group programming similar to historical self-help programming and include programs such as the Prison Yoga Project, gardening, and are coordinated at the local institution level through DAI's Community Resource Manager. DAI is responsible for finding space, coordinating activities/times, developing class assignments, and coordinating all grantees access to the institution.
- LIBRARY AND RECREATION These services are made available to the offender population by the Division of Rehabilitative Programs, however, access to programming can sometimes be determined by safety and security issues. DRP plays a critical role to ensure offenders are provided literacy improvement opportunities, rich literature content, law library services, and research materials for college classes.
- COLLEGE Once an offender reaches a High School Diploma or Equivalency (GED, HiSet) level of education, DRP works with local and national colleges to provide both on-site face-to-face college and college correspondence. DAI plays a critical role in the assignment process for these courses as they can significantly change from semester to semester - this drives a large workload for DAI. Creating and maintaining flexibility in assignments and scheduling to allow the offender to attend college, assignments, jobs, or other programming.
- COGNITIVE BEHAVIORAL TREATMENT (CBT) While DRP facilitates and delivers treatment programming through contracted providers, offenders are placed on wait lists through the classification process and inmate assignment process at the right time. Importantly, is the case planning necessary to allow offenders to take multiple needs and accomplish other priorities prior to release. Additionally, DAI's Inmate Assignment office are prioritizing placement in these programs for offenders closest to release with the highest risk and highest needs which can drive significant workload. These assignments are often complicated by treatment location, custody issues, and institutional job and other assignments needed prior to release. It is also very important for DRP to make this programming available to offenders prior to release which often requires rotating on yards, etc.



CAREER TECHNICAL EDUCATION (CTE) - While DRP delivers the career technical programming, these offenders are also placed through the DAI classification and inmate assignment process. This programming, geared toward an offender nearing their earliest possible release date, is often complicated by other offender programming needs and priorities, further creating complexities for the DAI classification and assignment process. Additionally, DAI's Inmate Assignments are prioritizing placement in these programs for offenders closest to release with the highest risk and highest needs. This classification is often complicated by educational location, custody issues, and institutional job and other assignments needed prior to release. To be successful in CTE programming, having an appropriate math and reading level are often critical aspects. DRP's Career Technical Education programming under DRP acts as a pre-apprenticeship program to potential Institutional and Prison Industry Authority jobs.



REENTRY PROGRAMS - CDCR allows men and women offenders to participate in community-based reentry programming prior to formal release from custody. These reentry programs are aimed to supplement any programming not received while incarcerated (employment/education/ treatment) while also creating linkages to critical community-based needs to better engage and create a warm hand off for an offender's formal release to parole/probation. Again, Correctional Counselors play a critical role here to ensure that offenders available to go to these programs go through the classification process and are placed on the approved programming lists in order to participate in this programming.



TRANSITIONS REENTRY PROGRAMMING - DRP employs Transition Reentry teachers that focus on employment, transitions, and financial literacy for an offender within their last year of incarceration. DRP supplies the DAI programming assignment office with a list of offenders to be assigned to the classroom. It is really important that appropriate case planning has occurred throughout an offender's incarceration to allow them adequate time to take this 5-week course prior to release. Equally as important, DRP should make this programming available to all offenders prior to release which often requires rotating on yards, etc.



10 CAL-ID PROGRAM – Prior to an offenders release and with other pre-release programming/information, DAI Correctional Counselors will meet with offenders and discuss their eligibility/need to receive a California identification card upon release. DAI will work with the offender to complete necessary forms within appropriate time frames, where the forms are then routed to DRP for tracking and processing. If eligible, an ID will be sent back to the institution to give the offender upon checkout order. Ensuring the ID is available and given to the offender is critical to support an offender's successful reentry.



11 PAROLE PLANNING - During the pre-release phase of an offender's incarceration period, offenders will meet with DAPO staff that administers a COMPAS reentry assessment focused on criminogenic needs of the offender post-incarceration. At this time, DAPO in-prison staff will work to refer offenders to programming addressing any unmet criminogenic needs directly following incarceration. Once in the community, DAPO parole agents work closely with DRP to get parolees into available community based services, including treatment, employment, transitional housing, and other community services needed to best effectuate an offenders successful reentry into society.



As told, DRP provides a substantial variety of services aimed to best educate and treat offenders during and post incarceration, and while DRP continually strives to ensure programming is available and has the best chance of effectuating positive change, outcomes often rely on the partnerships built with all CDCR divisions.

ATTACHMENT C

Adult Institutions PIO Contacts:

ASP, Avenal

Michael Tuntakit, Lt. (559) 386-0587 ext. 5028 Michael Tuntakit@cdcr.ca.gov

CAC, California City

Robert Barrett, Lt.
O: (760) 246-7600 x 7015
Robert.Barrett@cdcr.ca.gov

CAL, Calipatria

Ernesto Bustamante, Lt. (760) 348-6002
Ernesto.Bustamante@cdcr.ca.gov

CCC, Susanville

Charlene Billings, Lt. (530) 257-2181 ext. 4110 Charlene.Billings@cdcr.ca.gov

CCI, Tehachapi

Elias Garcia, Lt. (661) 822-4402 ext. 3021 Elias.Garcia@cdcr.ca.gov

CCWF, Chowchilla

Rudy Diaz, Lt. (559) 665-6002 Rudy.DiazJr.@cdcr.ca.gov

CEN, Imperial

Michael Ramirez, Lt.
O: (760) 337-7601
Michael.Ramirez@cdcr.ca.gov

CHCF, Stockton

Obanuru Ratliff, Lt.
O: (209) 467-2512
Obanuru.Ratliff@cdcr.ca.gov

CIM, Chino

Tom Lopez, Lt
O: (909) 606-7068
Thomas.Lopez@cdcr.ca.gov

CIW, Corona

Rosie Thomas, Lt. (909) 606-4921 Rosie.Thomas@cdcr.ca.gov

CMC, San Luis Obispo

Monica Ayon, Lt. (805) 547-7948 Monica.Ayon@cdcr.ca.gov

CMF, Vacaville

Megan Cherinka, Lt.
O: (707) 449-6509
Megan.Cherinka@cdcr.ca.gov

COR, Corcoran

Edward Sanchez, Lt. (559) 992-6104 Edward.Sanchez3@cdcr.ca.gov CRC, Norco Sarah Watson, Lt. (951) 273-2920 Sarah.Watson@cdcr.ca.gov

CTF, Soledad

Roland Ramon, Lt. (831) 678-5952 Roland.Ramon@cdcr.ca.gov

CVSP, Blythe Moises Soria, Lt.

(760) 922-9710 Moises.Soria@cdcr.ca.gov

DVI, Tracy

Christine Zoucha, Lt. (209) 835-4141 x. 3851 Christene.Zoucha@cdcr.ca.gov

FOL, Folsom

Ernie Valencia, Lt. (916) 351-3016 Ernie.Valencia@cdcr.ca.gov

HDSP, Susanville II

Michael Brown, Lt. (A) (530) 251-5100 x 5501 Mikej.Brown@cdcr.ca.gov

ISP, Ironwood

Kelli Madsen, Lt (760) 921-4382 Kelli.Madsen@cdcr.ca.gov

KVSP, Kern Valley John.Melvin, Lt. (661) 721-6314

John.Melvin@cdcr.ca.gov

LAC, Los Angeles Richard Ochoa, Lt.

O: (661) 729-6912 Richard.Ochoa2@cdcr.ca.gov

MCSP, Ione

Angelo Gonzalez, Lt. (209) 274-5080 Angelo.Gonzalez@cdcr.ca.gov

NKSP, Delano Jose Martinez, Lt.

(661) 721-2345 x. 5006 Jose.Martinez5@cdcr.ca.gov

PBSP, Crescent City

John Silveira, Lt. (707) 465-9040 John.Silveira@cdcr.ca.gov

PVSP, Pleasant Valley

Jose Benavides, Lt. (559) 935-4972 Jose Benavides@cdcr.ca.gov RJD, San Diego Jennifer Davies, Lt. (619) 661-7802 Jennifer.Davies@cdcr.ca.gov

SAC, CSP- Sacramento

Levance Quinn, Lt. (916) 294-3012 Levance.Quinn@cdcr.ca.gov

SATF, Corcoran

Kevin Huffman, Lt. (559) 992-7154 Kevin.Huffman@cdcr.ca.gov

SCC, Jamestown

Ricardo Jauregui, Lt. (209) 984-5291 ext. 5499 Ricardo.Jauregui@cdcr.ca.gov

SOL, Solano

John Ojo, Lt. (707) 454-3257 John.Ojo@cdcr.ca.gov

SQ, San Quentin

Sam Robinson, Lt. (415) 455-5008 Samuel.Robinson2@cdcr.ca.gov

SVSP, Salinas Valley Edward Brown, Lt.

(831) 678--5554 Edward.Brown2@cdcr.ca.gov

VSP, Valley State Prison

David Barksdale, Lt. (A) (559) 665-6100 x 5509 David.Barksdale@cdcr.ca.gov

WSP, Wasco

Martin Herrera, Lt. (661) 758-8400 x 5013 Martin.Herrera@cdcr.ca.gov

Receiver's Press Office

Liz Gransee, Chief, Comm. (916) 691-6721 Elizabeth.Gransee@cdcr.ca.gov

Contract Beds Unit Thomas Quezada, Lt. (916) 464-4169

Thomas.Quezada@cdcr.ca.gov



Workforce Investment Board of Tulare County Resolution

Whereas, the Workforce Investment Board of Tulare County Board of Directors is the governing body for the Workforce Investment Board of Tulare County (WIB), a private nonprofit corporation doing business in the State of California, and

Whereas, the WIB Board of Directors has designated Adam Peck as the Executive Director and official representative of the WIB, and

Whereas, the WIB Board of Directors authorizes the Executive Director to enter into all contracts, agreements, memoranda of understanding, and other arrangements that advance the mission of the WIB and are consistent with WIB policies,

Now, therefore, be it resolved that Adam Peck is authorized to sign all contracts, agreements, memoranda of understanding, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to WIB programs.

This resolution is in full force and effect as of June 12, 2019 and will be renewed annually thereafter.

APPROVED BY WORKFORCE INVESTMENT BOARD MINUTES OF 06-12-2019

Signed:

Kerry Hydash, Board Chart

Date:

Harroll Wiley, Board Vice Chair

Date:

Date:

Date:

Adam Peck, Executive Director