

**PRISON TO EMPLOYMENT INITIATIVE  
SUBCONTRACTOR AGREEMENT BETWEEN  
THE CITY OF SANTA ANA AND  
WORKING WARDROBES**

THIS PRISON TO EMPLOYMENT INITIATIVE GRANT AGREEMENT (“P2E Agreement”), is hereby made and entered into this 6<sup>th</sup> day of February, 2024, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (“Contractor”), and Working Wardrobes, a California nonprofit organization (“Subcontractor”).

**RECITALS:**

- A. On June 20, 2022, the State of California issued a request for applications for the purposes of advancing the California Workforce Development Board (“CWDB”) Strategic Plan goals, specifically the Prison to Employment Initiative (“P2E”). Contractor was awarded funding under Grant #G-0326.
- B. Funds awarded under this grant are designed to address the personal development, training, and employment needs of California’s justice-involved and formerly incarcerated populations
- C. Contractor is the recipient of P2E funds from the State of California. In 2023, Contractor entered into CWDB Contract Number M90462-7120 commencing on April 1, 2023, through December 31, 2025, in a total amount not to exceed \$927,341.16 (“State P2E Agreement”). A true and correct copy of the State P2E Agreement is attached hereto as **Exhibit A** and incorporated herein by this reference.
- D. Subcontractor has been made aware of the State P2E Agreement and agrees to comply with all the conditions of the State P2E Agreement and the applicable State requirements governing the use of P2E grant funds.
- E. Contractor now approves the provision of P2E grant funds to Subcontractor in an amount not to exceed \$742,000.00 to be used in compliance with the P2E objectives defined herein.
- F. Subcontractor represents that it has the requisite qualifications, expertise, and experience to use said P2E grant funds to operate pursuant to P2E objectives.
- G. This P2E Agreement is contingent upon the award of P2E grant funds from the State of California.
- H. Contractor and Subcontractor have duly executed this P2E Agreement for the expenditure and utilization of said P2E funds.

NOW THEREFORE, it is agreed by and between the parties that the foregoing Recitals are a substantive part of this P2E Agreement, and the following terms and conditions are approved and together with all exhibits and attachments hereto, shall constitute the entire P2E Agreement between the Contractor and Subcontractor:

## **1. SCOPE OF SERVICES**

Subcontractor shall perform during the term of this P2E Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services necessary for the P2E objectives, as detailed in the Program and Budget Narrative attached hereto as Exhibit B and incorporated herein by reference (“Program”).

## **2. TERM**

This P2E Agreement shall take effect on the date first written above and shall terminate on December 31, 2025, unless otherwise terminated, cancelled or modified according to the terms of this P2E Agreement.

## **3. DISBURSEMENT AND FUNDS**

A. Contractor was allocated \$927,341.16 in P2E grant funds from the State of California to be expended by December 31, 2025. Contractor agrees to pay to Subcontractor when, if and to the extent State P2E grant funds are received a sum not to exceed \$742,000.00 for Subcontractor’s performance of the Program through the term of this P2E Agreement. Said sum shall be paid after Contractor receives invoices submitted by Subcontractor as provided herein.

B. Subcontractor shall submit monthly invoices (on or before the 15<sup>th</sup> day of each month) in a form prescribed by the Contractor, detailing such expenses. Such schedule may be modified with the approval of the Contractor.

C. Payment is subject to the receipt and approval of such invoices and monthly activity reports. Contractor shall pay such invoices within thirty (30) days after receipt thereof, provided Contractor is satisfied that such expenses have been incurred within the scope of this P2E Agreement and that the Subcontractor is in compliance with the terms and conditions of this P2E Agreement. The thirty (30) day period will discontinue if the reimbursement request is determined to be incomplete and will restart the thirty-day timeline once the remaining required elements have been submitted. Failure to provide any of the required documentation will cause the Contractor to withhold all or a portion of a request for reimbursement until such documentation has been received and approved by the Contractor.

D. Subcontractor agrees to use said funds pursuant to this P2E Agreement to pay for necessary and reasonable costs allowable under state law and regulations to operate said P2E Program only. Subcontractor’s failure to perform as required may, in addition to other remedies set forth in this P2E Agreement, result in readjustment of the amount of funds the Contractor is

otherwise obligated to pay to the Subcontractor pursuant to the terms hereof, or termination of this P2E Agreement.

E. Contractor and Subcontractor agree that all payments due and owing under this P2E Agreement shall be made through Automated Clearing House (ACH) transfers. Subcontractor agrees to execute the Contractor's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, Contractor will be authorized to deposit payments directly into Subcontractor's account(s) with financial institutions.

#### **4. STATE P2E AGREEMENT**

Contractor entered into CWDB Contract Number M90462-7120 with the State of California receiving and recognizing \$927,341.16 in P2E grant funds to be used by Contractor to address career services for former prisoners and parolees. A true and correct copy of the State P2E Agreement is attached hereto as Exhibit A and incorporated herein by this reference. Subcontractor has been made aware of the State P2E Agreement and agrees to comply with all the conditions of the State P2E Agreement and the applicable State requirements governing the use of P2E grant funds.

#### **5. INDEPENDENT CONTRACTOR**

Subcontractor shall, during the entire term of this P2E Agreement, be construed to be an independent contractor and not an employee of the Contractor. This P2E Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the Contractor to exercise discretion or control over the professional manner in which Subcontractor performs the services which are the subject matter of this P2E Agreement; however, the services to be provided by Subcontractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Subcontractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

#### **6. OWNERSHIP OF MATERIALS**

This P2E Agreement creates a non-exclusive and perpetual license for Contractor to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Subcontractor under this P2E Agreement ("Documents & Data"). Subcontractor shall require all subcontractors to agree in writing that Contractor is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this P2E Agreement. Subcontractor represents and warrants that Subcontractor has the legal right to license any and all Documents & Data. Subcontractor makes no such representation and warranty in regard to Documents & Data which were provided to Subcontractor by the Contractor. Contractor shall not be limited in any way in its use of the

Documents and Data at any time, provided that any such use not within the purposes intended by this P2E Agreement shall be at Contractor's sole risk.

## 7. INSURANCE

Subcontractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Subcontractor, his agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, and **\$2,000,000** in the aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Subcontractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Subcontractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

If the Subcontractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Contractor.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The Contractor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subcontractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor's insurance (at least as broad as ISO Form CG 20 10 11

85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Subcontractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Contractor, its officers, officials, employees, or volunteers shall be excess of the Subcontractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Contractor.

***Waiver of Subrogation***

Subcontractor hereby grants to Contractor a waiver of any right to subrogation which any insurer of said Subcontractor may acquire against the Contractor by virtue of the payment of any loss under such insurance. Subcontractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Contractor has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Contractor. The Contractor may require the Subcontractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Contractor.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Contractor.

***Verification of Coverage***

Subcontractor shall furnish the Contractor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Contractor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Subcontractor's obligation to provide them.

The Contractor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Subcontractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subcontractor shall ensure that Contractor is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

Contractor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**8. INDEMNIFICATION**

Subcontractor agrees to defend, and shall indemnify and hold harmless the Contractor, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Subcontractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this P2E Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this P2E Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this P2E Agreement. The Subcontractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the Contractor, including fees and costs for special counsel to be selected by the Contractor, regarding any action by a third party challenging the validity of this P2E Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this P2E Agreement. Contractor may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Subcontractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Subcontractor.

**9. RECORDS**

Subcontractor shall keep records and invoices in connection with the work to be performed under this P2E Agreement. Subcontractor shall maintain complete and accurate records with respect to the costs incurred under this P2E Agreement and any services, expenditures, and disbursements charged to the Contractor for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Subcontractor under this P2E Agreement. All such records and invoices shall be clearly identifiable. Subcontractor shall allow a representative of the Contractor to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this P2E Agreement during regular business hours. Subcontractor shall allow inspection of all work, data, documents, proceedings, and activities related to this P2E Agreement for a period of three (3) years from the date of final payment to Subcontractor under this P2E Agreement.

## **10. CONFIDENTIALITY**

If Subcontractor receives from the Contractor information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Subcontractor agrees that it shall not use or disclose such information except in the performance of this P2E Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this P2E Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Subcontractor disclosed in a publicly available source; (c) is in rightful possession of the Subcontractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Subcontractor without reference to information disclosed by the Contractor.

## **11. CONFLICT OF INTEREST CLAUSE**

Subcontractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this P2E Agreement.

## **12. NON-DISCRIMINATION**

Subcontractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, including the Workforce Innovation and Opportunity Act (29 CFR, Parts 37 and 38), in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Subcontractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This P2E Agreement and the State P2E Agreement represent the complete and exclusive statements between the Contractor and Subcontractor, and supersede any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this P2E Agreement and the State P2E Agreement, the terms of the State P2E Agreement shall prevail. This P2E Agreement may not be modified except by written instrument signed by the Contractor and by an authorized representative of Subcontractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Subcontractor or the Contractor. Each party to this P2E Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

**14. ASSIGNMENT**

Inasmuch as this P2E Agreement is intended to secure the specialized services of Subcontractor, Subcontractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the Contractor and any such assignment, transfer, delegation or subcontract without the Contractor's prior written consent shall be considered null and void. Nothing in this P2E Agreement shall be construed to limit the Contractor's ability to have any of the services which are the subject to this P2E Agreement performed by Contractor personnel or by other Subcontractors retained by Contractor.

**15. TERMINATION**

This P2E Agreement may be terminated by the Contractor upon thirty (30) days written notice of termination. In such event, Subcontractor shall be entitled to receive and the Contractor shall pay Subcontractor compensation for all services performed by Subcontractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Subcontractor to deliver to the Contractor all work product(s) completed as of such date, and in such case such work product shall be the property of the Contractor unless prohibited by law, and Subcontractor consents to the Contractor's use thereof for such purposes as the Contractor deems appropriate.

b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this P2E Agreement.

**16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this P2E Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**17. JURISDICTION - VENUE**

This P2E Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this P2E Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this P2E Agreement.

**18. PROFESSIONAL LICENSES**

Subcontractor shall, throughout the term of this P2E Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Subcontractor shall notify the Contractor immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this P2E Agreement.

**19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this P2E Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To Contractor:

Clerk of the City Council  
 City of Santa Ana  
 20 Civic Center Plaza (M-30)  
 P.O. Box 1988  
 Santa Ana, CA 92702-1988  
 Fax: 714- 647-6956

With courtesy copies to:

Executive Director,  
 Community Development Agency  
 City of Santa Ana  
 20 Civic Center Plaza (M-xx)  
 P.O. Box 1988  
 Santa Ana, California 92702  
 Fax: 714-647-6549

To Subcontractor:

Working Wardrobes  
 P.O. Box 413 92 Corporate Park #C  
 Irvine, CA 92606  
 714-210-2460

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been

deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

**20. MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this P2E Agreement, and shall indemnify Contractor fully, including reasonable costs and attorney’s fees, for any injuries or damages to Contractor in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this P2E Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this P2E Agreement on the date and year first written above.

**ATTEST**

**CITY OF SANTA ANA**

\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
THOMAS R. HATCH  
Interim City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**WORKING WARDROBES**

By:   
\_\_\_\_\_  
ANDREA GARCIA-MILLER  
Assistant City Attorney

\_\_\_\_\_  
By:  
Title:

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
MICHAEL GARCIA  
Executive Director  
Community Development Agency

EXHIBIT A

STATE P2E AGREEMENT

CWDB CONTRACT NUMBER M90462-7120

SCO ID: 7120-M904627120

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
M90462-7120

PURCHASING AUTHORITY NUMBER (If Applicable)  
EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTOR NAME

Santa Ana Workforce Development Board

2. The term of this Agreement is:

START DATE

April 1, 2023, or upon final approval, whichever is later

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

\$927,341.16 Nine Hundred Twenty-Seven Thousand Three Hundred Forty-One Dollars and Sixteen Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits         | Title                                | Pages       |
|------------------|--------------------------------------|-------------|
| Exhibit A        | Scope of Work                        | 1           |
| Exhibit B        | Budget Detail and Payment Provisions | 2           |
| Attachment B-1   | Budget Summary                       | 1           |
| + Attachment B-2 | Budget Narrative                     | 3           |
| + Attachment B-3 | Supplemental Budget                  | 2           |
| + Exhibit C*     | General Terms and Conditions         | GTC 04/2017 |
| + Exhibit D      | Special Terms and Conditions         | 4           |
| + Exhibit E      | Solicitation Background              | 1           |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Santa Ana Workforce Development Board

CONTRACTOR BUSINESS ADDRESS

801 W. Civic Center Plaza #200

CITY

Santa Ana

STATE

CA

ZIP

92701

PRINTED NAME OF PERSON SIGNING

Kristine Ridge

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/25/23

**APPROVED AS TO FORM**



Andrea Garcia-Miller  
Assistant City Attorney

**RECOMMENDED FOR APPROVAL**



Michael L. Garcia  
Executive Director  
Community Development Agency

SCO ID: 7120-M904627120

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                 |   |
|---------------------------------|---|
| AGREEMENT NUMBER<br>M90462-7120 | PURCHASING AUTHORITY NUMBER (If Applicable)<br>EDD-7100 |
|---------------------------------|---|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTING AGENCY ADDRESS

800 Capitol Mall, Suite 1022, MIC 45

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Myke Griseta

TITLE

Grants Development Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 4.06

**EXHIBIT A  
SCOPE OF WORK  
(Standard Agreement)**

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, and Santa Ana Workforce Development Board, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with the Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grants program.

2. The Project Representatives during the term of this Agreement will be:

**State Agency**

California Workforce Development Board  
Attn: Myke Griseta  
800 Capitol Mall, Suite 1022, MIC 45  
Sacramento, CA 95814  
Phone: (916) 764-6544  
E-Mail: [myke.griseta@cwdb.ca.gov](mailto:myke.griseta@cwdb.ca.gov)

**Contractor**

Santa Ana Workforce Development Board  
Attn: Deborah Sanchez  
801 W. Civic Center Plaza #200  
Santa Ana, CA 92701  
Phone: (714) 565-2622  
E-Mail: [dsanchez@santa-ana.org](mailto:dsanchez@santa-ana.org)

3. Changes to the Project Representatives will not require an amendment to the Contract.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Standard Agreement)**

**A. Invoicing and Payment**

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Attachments B-1, Budget Summary and B-2, Budget Narrative. The total amount of this Agreement shall not exceed **Nine Hundred Twenty-Seven Thousand Three Hundred Forty-One Dollars and Sixteen Cents (\$927,341.16)**.
2. Invoices shall include the **CWDB Contract Number M90462-7120** and shall be submitted monthly in triplicate, in arrears to:

California Workforce Investment Board  
800 Capitol Mall, Suite 1022, MIC 45  
Sacramento, CA 95814  
Attn: James Hill

3. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. The Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Agreement.

**B. Withholding of Grant Disbursements**

1. The CWDB and the EDD may withhold all or any portion of the grant funds provided for by this Agreement in the event that that the Contractor has materially and substantially breached the terms and conditions of this Agreement, including submission of required reports and data.
2. The CWDB and the EDD will not reimburse the Contractor for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and the EDD may either withhold an equal amount from subsequent payments to the Contractor or require repayment of an equal amount to the CWDB by the Contractor.
3. In the event that grant funds are withheld from the Contractor, the CWDB's Executive Director or designee shall notify the Contractor of the reasons for withholding and advise the Contractor of the time within which the Contractor may remedy the situation leading to the withholding.

**C. Budget Contingency Clause**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Standard Agreement)**

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**D. California Prompt Payment Clause**

Payment will be made in accordance with and within the time specified in Government Code section 927, et seq.

**ATTACHMENT B-1  
 BUDGET SUMMARY  
 (Standard Agreement)**



Prison to Employment Initiative 2.0

**Budget Summary**

|              |                                       |
|--------------|---------------------------------------|
| Organization | Santa Ana Workforce Development Board |
| Project Name | OC WORKS                              |

| Line Item | Budget Line Item   | Grant Funds         | Leveraged Funds (Match) | Total Project Budget  | Source of Leveraged Funds | Type of Leveraged Funds |
|-----------|--|---------------------|-------------------------|-----------------------|---------------------------|-------------------------|
| A.        | Staff Salaries   | \$106,999.20        | \$50,000.00             | \$156,999.20          | WIOA                      | In Kind                 |
| B.        | Number of full-time equivalents:                           | 0.3                 |                         |                       |                           |                         |
| C.        | Staff Benefit Cost   | \$12,219.00         | \$0.00                  | \$12,219.00           | 0                         |                         |
| D.        | Staff Benefit Rate (Percent):                              | 33.99               |                         |                       |                           |                         |
| E.        | Staff Travel   | \$3,000.00          | \$0.00                  | \$3,000.00            | 0                         |                         |
| F.        | Operating Expenses   | \$12,167.61         | \$0.00                  | \$12,167.61           | 0                         |                         |
| G.        | Furniture and Equipment                                    |                     |                         |                       |                           |                         |
| #         | Small Purchase (Unit cost of under \$5,000)                | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| #         | Equipment Purchase (See Exhibit G)                         | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| #         | Leased Equipment (See Exhibit G)                           | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| H.        | Consumable Testing and Instructional Materials             | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| I.        | Training Tuition Payments/Vouchers                         | \$0.00              | \$100,000.00            | \$100,000.00          | WIOA                      | In Kind                 |
| J.        | On-The-Job Training  | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| K.        | Participant Wages and Fringe Benefits                      | \$100,000.00        | \$0.00                  | \$100,000.00          | 0                         |                         |
| L.        | Participant Support Services                               | \$54,110.15         | \$0.00                  | \$54,110.15           | 0                         |                         |
| M.        | **Contractual Services (must complete Supplemental Budget) | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| N.        | **Subrecipient (must complete Supplemental Budget)         | \$626,898.00        | \$50,000.00             | \$676,898.00          | Other Grant Funds         | In Kind                 |
| O.        | Indirect costs (complete items 1 and 2 below)              | \$11,947.20         | \$0.00                  | \$11,947.20           | 0                         |                         |
| P.        | Other (describe)   | \$0.00              | \$0.00                  | \$0.00                | 0                         |                         |
| Q.        | <b>TOTAL FUNDING**</b>                                     | <b>\$927,341.16</b> | <b>\$200,000.00</b>     | <b>\$1,127,341.16</b> |                           |                         |

|                                |                     |
|--------------------------------|---------------------|
| <b>Total Award</b>             | <b>\$927,341.16</b> |
| <b>***Administrative Costs</b> | <b>\$119,218.20</b> |
| <b>Program Costs</b>           | <b>\$808,122.96</b> |

\*\* See Exhibit G for definitions for Subrecipient vs Contractors

\*Indirect Cost Rate must be negotiated and approved by Cognizant Agency, per Appendices III or IV to Uniform Guidance 2CFRPart200.

|   |                               |       |
|---|-------------------------------|-------|
| 1 | Indirect cost Rate (Percent): | 14.92 |
| 2 | Name of cognizant Agency:     | HHS   |

\*\*\*A maximum of 20% of the total project budget will be allowed for administrative costs.

The definition of administrative costs is provided in Appendix A of the RFA.

**ATTACHMENT B-2  
BUDGET NARRATIVE  
(Standard Agreement)**

CWDB Contract No. M90462-7120  
CWDB/Santa Ana WDB  
Page 1 of 3



Prison to Employment Initiative 2.0  
Budget Narrative

|              |                                       |
|--------------|---------------------------------------|
| Organization | Santa Ana Workforce Development Board |
| Project Name | OC WORKS                              |

| Staff Salaries & Benefits  |   |                |                     |              |  |                       |             |                                 |
|--|---|----------------|---------------------|--------------|--|-----------------------|-------------|---------------------------------|
| Job Titles of Staff & Roles and Responsibilities   | FTE   | Monthly Salary | Months              | Total Salary |  | Benefits              | Benefit %   | Total Staff Salaries + Benefits |
| Economic Development Specialist III-Directs, coordinates, monitors and evaluates program. Conducts research and analysis. Analyzes expense and participant plans. Responsible for reporting and contractual requirements.  | 0.10  | \$12,459.00    | 36                  | \$44,852.40  |  | \$2,571.00            | 5.73        | \$47,423.40                     |
| Senior Accounting Assistant- Responsible clerical work processing documents involved in financial transactions and prepares and maintains financial and accounting records.  | 0.05  | \$4,648.00     | 36                  | \$8,366.40   |  | \$2,844.00            | 33.99       | \$11,210.40                     |
| Senior Management Analyst-plans, manages and supervises the development and operation of systems for budgeting, accounting, payroll, personnel and/or other administrative functions for P2E grant.  | 0.10  | \$10,291.00    | 36                  | \$37,047.60  |  | \$4,379.00            | 11.82       | \$41,426.60                     |
| Senior Accountant-Under general direction, provides a variety of complex professional accounting services, administers financial transactions, and prepares various financial statements and reports.  | 0.05  | \$9,296.00     | 36                  | \$16,732.80  |  | \$2,425.00            | 14.49       | \$19,157.80                     |
|  |   |                | <i>Total Salary</i> | \$106,999.20 |  | <i>Total Benefits</i> | \$12,219.00 |                                 |
| <b>Staff Salaries &amp; Benefits Total</b>   |   |                |                     |              |  |                       |             | <b>\$119,218.20</b>             |
| <b>Staff Travel</b>  |   |                |                     |              |  |                       |             |                                 |
| List staff traveling, destination/event, and of transportation*<br>Note: Staff Travel is for employees of the subrecipient entity only. Anyone else listed under Staff Travel would be an unallowable cost.<br>Contractors should budget their own travel into their contracts and cannot be included under subrecipient entity travel costs. Contractors should budget their own travel into their contracts and cannot be included under subrecipient entity travel costs. |   |                |                     |              |  |                       |             | \$3,000.00                      |
| Travel to California Workforce Association WORKCON Conference-Learn best workforce program best practices to better serve justice involved people. The WORKCON conference is held annually and the best minds of workforce development across the State of California come together to share best practices. This line item will allow the ORPU to send staff attached to P2E to attend conference.  |   |                |                     |              |  |                       |             | \$3,000.00                      |
| <b>Operating Expenses</b><br>Provide breakdown of operating expenses in each of the major line items below (if applicable)<br>*Based on FTE for Program Staff  |   |                |                     |              |  |                       |             | \$12,167.61                     |
| Rent   | For share of rent for P2E program   |                |                     |              |  |                       |             | \$10,007.61                     |
| Insurance  |   |                |                     |              |  |                       |             | \$0.00                          |
| Accounting (Payroll Services) and Audits   |   |                |                     |              |  |                       |             | \$0.00                          |
| Consumable Office Supplies   |   |                |                     |              |  |                       |             | \$0.00                          |
| Printing   |   |                |                     |              |  |                       |             | \$0.00                          |
| Communications (phones, web services, etc.)  | One Drive Cloud Storage Collaboration Tool-\$720 Annually. The tool will provide user licenses to the service providers of the RPU. |                |                     |              |  |                       |             | \$2,160.00                      |
| Mailing and Delivery   |   |                |                     |              |  |                       |             | \$0.00                          |
| Dues and Memberships   |   |                |                     |              |  |                       |             | \$0.00                          |
| Outreach   |   |                |                     |              |  |                       |             | \$0.00                          |
| Furniture and Equipment  |   |                |                     |              |  |                       |             | \$0.00                          |
| Small Amount of Equipment and Furniture Pooled items less than \$5,000 per unit, include cost allocation - list name of item, cost, and quantity   |   |                |                     |              |  |                       |             | \$0.00                          |

**ATTACHMENT B-2  
BUDGET NARRATIVE  
(Standard Agreement)**

CWDB Contract No. M90462-7120  
CWDB/Santa Ana WDB  
Page 2 of 3

|  |  |              |
|--|--|--------------|
| <p><b>Equipment and Furniture</b><br/>Greater than \$5,000; List name of item, cost, and quantity to be purchased - prior approval required and added to Exhibit G: Supplemental Budget</p>  |  | \$0.00       |
| <p><b>Leased Equipment</b><br/>Provide a description of what is being leased, length of time and costs<br/>See Exhibit G for leasing information</p>   |  | \$0.00       |
| <p><b>Consumable Testing and Instructional Materials</b><br/><i>Explain purpose and planned use along with breakdown of individual costs totaling to total line item allocation</i></p>  |  | \$0.00       |
|  |  | \$0.00       |
| <p><b>Training Tuition, Payments, Vouchers</b><br/><i>Detail costs for programs and sector-specific training and certificate programs (include name of organization), as well as training costs for outside training providers (organization/location)<br/>For all training (and OJTs below), read Training Services:</i></p>  |  | \$0.00       |
|  |  | \$0.00       |
| <p><b>On-The-Job Training</b><br/><i>List employers and industries partnering in the OJTs. Employer reimbursements for training by an employer that is provided to a paid participant while engaged in productive work in a job that:<br/>a) provides knowledge or skills essential to the full and adequate performance of the job;<br/>b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H) of the WIOA Final Rule, for the extraordinary costs of providing the training and additional supervision related to the training; and<br/>c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</i></p> |  | \$0.00       |
|  |  | \$0.00       |
| <p><b>Participant Wages and Fringe Benefits</b><br/><i>State planned number of participants to receive wages and benefits and give detail of Work Experience or Transitional Jobs along with breakdown of individual costs totaling to total line item allocation.</i></p>   |  | \$100,000.00 |
| <p>To be utilized for subsidized employment opportunities. The funds would cover 100% of the wages in order to increase the opportunities for P2E program participants. Program participants will pay whatever the California minimum wage is.</p>   |  | \$100,000.00 |
| <p><b>Supportive Services</b><br/><i>Gas cards, bus passes, housing, or any additional immediate assistance not available through any other source. Describe the specific services you will provide along with the breakdown of individual costs totaling to total line item allocation.</i></p>   |  | \$54,110.15  |
| <p>Supportive services are based on individual needs assessment services necessary to enable an individual to overcome barriers to pursue and develop their career goals. Supportive services may include but are not limited to assistance with transportation, childcare and dependent care, housing assistance, clothing, medical and other services that are necessary to enable an individual to participate in the various activities.</p>   |  | \$54,110.15  |
| <p><b>Contractual Services</b><br/><i>Describe services provided by each contractor, cost of individual contract, and name of organization/individual service provider. If the contract needs to be procured, list type of procurement and the estimated date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget. date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget .</i></p>  |  | \$0.00       |
|  |  | \$0.00       |
| <p><b>Subrecipient</b><br/><i>Describe program services provided by each subrecipient, amount of agreement, and name of program service provider. If procurement needs to occur, list type of procurement and the estimated date the agreement will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget.</i></p>   |  | \$626,898.00 |

**ATTACHMENT B-2  
BUDGET NARRATIVE  
(Standard Agreement)**

CWDB Contract No. M90462-7120  
CWDB/Santa Ana WDB  
Page 3 of 3

|   |                     |
|---|---------------------|
| Project Kinship-Program will serve justice involved workforce development and education programs, including restorative practices; job training and vocational support services; and case management services offered to individuals with histories of gang and/or justice system involvement. The main objectives are: 1) career planning, work readiness skill building, training, and certifications; 2) job development, intensive case management.   | \$208,966.00        |
| Working Wardrobes-Working Wardrobes has served the justice-involved population for over 25 years, and has successfully developed curriculum targeted specifically to the incarcerated, recently released, and both in-and out-of- custody job seekers. For this initiative, Working Wardrobes will provide case management, workforce readiness training, job training, and soft skills modules to assist the men and women with multiple barriers to employment that are in the process of prerelease. | \$208,966.00        |
| Chrysaills-Program will assist justice-involved individuals' transition into permanent employment to accomplish the goal of self-sufficiency. An in house social enterprise provides transitional employment for those with severe barriers to employment, including individuals in the criminal justice system. Chrysaills agrees to provide: one-on-one case management focused on securing employment; job readiness classes; resume preparation; and interview skills training.                     | \$208,966.00        |
| <b>Indirect costs (complete items 1 and 2 below)</b><br><i>Must have approval of Cognizant Agency.</i>  | \$11,947.20         |
| Indirects at 14.92% for FY 22-23<br>Cognizant Agency US Health and Human Services   | \$11,947.20         |
| <b>Other (describe)</b><br><i>Explain these costs, which do not fit into the specific line item categories above.</i>   | \$0.00              |
|   | \$0.00              |
| <b>Grant Award Total</b>  | <b>\$927,841.16</b> |

**ATTACHMENT B-3  
SUPPLEMENTAL BUDGET  
(Standard Agreement)**

CWDB Contract No. M90462-7120  
CWDB/Santa Ana WDB  
Page 1 of 2



**Prison to Employment Initiative 2.0  
Supplemental Budget**

|                     |                                       |
|---------------------|---------------------------------------|
| <b>Organization</b> | Santa Ana Workforce Development Board |
| <b>Project Name</b> | OC WORKS                              |

**I. Equipment**  
List equipment items with a useful life of more than one year and/or with a unit acquisition cost of \$5,000 or more charged to the project. The approval of the budget plan contained in the grant does not constitute approval of the purchase of equipment or request. A separate request to purchase equipment must be submitted to the state for prior approval. If leasing equipment is being considered, it must be included in the procurement analysis.

| Item Description | Cost Per Item | Quantity | Total Cost | % Charged to Project | Total Cost Charged to Project |
|------------------|---------------|----------|------------|----------------------|-------------------------------|
| <b>TOTAL</b>     | \$0.00        |          | \$0.00     |                      | \$0.00                        |

**Subrecipients and Contractors**  
**II. Contractual Services - Providing Goods or Services that are required to conduct a state program. \*\*If procurement needs to occur and TBD, provide selection timeframe.**  
All contractual services must be competitively procured in accordance with state procurement regulations and policies.

| Description - Type of Service | Cost   | Service Provider | Type of Procurement |
|-------------------------------|--------|------------------|---------------------|
| <b>TOTAL</b>                  | \$0.00 |                  |                     |

**III. Subrecipient - Carries out a portion of the state program and is required to meet all programmatic compliance requirements.**  
Upon review, the State may determine that a subcontractor is a contractor. If this occurs, procurement would be required.

| Program Service Activities   | Cost         | Agency Name       |
|--|--------------|-------------------|
| Working Wardrobes has served the justice-involved population for over 25 years, and has successfully developed curriculum targeted specifically to the incarcerated, recently released, and both in-and out-of-custody job seekers. For this initiative, Working Wardrobes will provide case management, workforce readiness training, job training, and soft skills modules to assist the men and women with multiple barriers to employment that are in the process of prerelease. | \$208,966.00 | Working Wardrobes |

**ATTACHMENT B-3  
SUPPLEMENTAL BUDGET  
(Standard Agreement)**

CWDB Contract No. M90462-7120  
CWDB/Santa Ana WDB  
Page 2 of 2

|   |                            |                        |
|---|----------------------------|------------------------|
| <p>Program will assist justice-involved individuals' transition into permanent employment to accomplish the goal of self-sufficiency. An in house social enterprise provides transitional employment for those with severe barriers to employment, including individuals in the criminal justice system. Chrysalis agrees to provide: one-on-one case management focused on securing employment; job readiness classes; resume preparation; and interview skills training</p> | <p>\$208,966.00</p>        | <p>Chrysalis</p>       |
| <p>Program will serve justice involved workforce development and education programs, including restorative practices; job training and vocational support services; and case management services offered to individuals with histories of gang and/or justice system involvement. (The main objectives are: 1) career planning, work readiness skill building, training, and certifications; 2) job development, intensive case management.</p>                               | <p>\$208,966.00</p>        | <p>Project Kinship</p> |
| <p><b>TOTAL</b></p>   | <p><b>\$626,898.00</b></p> |                        |

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

1. Subcontractors or Grantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the CWDB and any subcontractors or grantees, and no subcontract or grant shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CWDB for the acts and omissions of its subcontractors or grantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or grantees is an independent obligation from the CWDB's obligation to make payments to the Contractor. As a result, the CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or grantee.

2. Consultant-Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that it has certain duties, obligations, and rights under Public Contract Code sections 10335 - 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4).

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8).

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services within five working days of the completion of the evaluation, and to the Contractor within 15 working days of the filing of the evaluation with DGS. (PCC § 10369)

5. Termination Clause

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

6. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

7. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

8. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWDB. All replacements are subject to the CWDB's approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this Contract. The CWDB has the right to request removal and/or replacement of Contractor resources.

9. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- C. In the event that the CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

10. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CWDB.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

11. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

12. Disputes

If the Contractor disputes an action of the CWDB in the administration of this Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from the Contractor of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

13. The Contractor shall cooperate with the CWDB with regard to the performance of this Agreement.

14. The Contractor shall cooperate with the CWDB to provide timely responses to any requests for data and/or reports the CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The Contractor further understands and agrees that this data will be shared with the CWDB and any other stakeholders.

15. The Contractor is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB, which is incorporated by reference and made a part of this Agreement as if attached hereto. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.

16. The Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

17. The Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT E**  
**SOLICITATION BACKGROUND**  
**(Standard Agreement)**

A link to the solicitation document or relevant statutory language is provided for reference purposes below. Attachments B-1, Budget Summary, and B-2, Budget Narrative are to serve as the control documents for the purpose of this Agreement's review by EDD.

**Document Title:** Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grants Request for Applications

**Document Link:** [https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/06/P2E-2.0-Solicitation-FINAL\\_ACCESSIBLE.pdf](https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/06/P2E-2.0-Solicitation-FINAL_ACCESSIBLE.pdf)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

|   |                          |
|---|--------------------------|
| Proposer/Bidder Firm Name (Printed)                             | Federal ID Number        |
| City of Santa Ana   | 95-6000785               |
| By (Authorized Signature)                                       |                          |
| Printed Name and Title of Person Signing                        |                          |
| Michael Garcia, Executive Director Community Development Agency |                          |
| Executed in the County of                                       | Executed in the State of |
| Orange  | CA                       |
| Date Executed   |                          |

CERTIFICATION REGARDING LOBBYINGCERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

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

City of Santa Ana Prison to Employment Program  
Grantee/Contractor Organization Program/Title

Michael Garcia Executive Director Community Development Agency  
Name and Title of Authorized Signatory

\_\_\_\_\_  
Signature Date

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).



This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1362. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
  2. Identify the status of the covered Federal action.
  3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
  4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
  5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
  6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
  7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
  8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
- 
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
  11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
  14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
  15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

A

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

|  |      |
|--|------|
| Name and Title of Authorized Representative                    |      |
| Michael Garcia Executive Director Community Development Agency |      |
| Signature  | Date |
|  |      |

**FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)****Instructions for Certification**

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**BIDDER DECLARATION**

**1. Prime bidder Information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None . (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

| Subcontractor Name, Contact Person, Phone Number & Fax Number | Subcontractor Address & Email Address | CA Certification (MB, SB, NVSA, DVBE or None) | Work performed or goods provided for this contract | Corresponding % of bid price | Good Standing?           | 51% Rental?              |
|---|---------------------------------------|---|--|------------------------------|--------------------------|--------------------------|
|   |                                       |   |  | 0%                           | <input type="checkbox"/> | <input type="checkbox"/> |
|   |                                       |   |  | 0%                           | <input type="checkbox"/> | <input type="checkbox"/> |
|   |                                       |   |  | 0%                           | <input type="checkbox"/> | <input type="checkbox"/> |

**CERTIFICATION:** By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

**BIDDER DECLARATION Instructions**

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |                           |                   |
|--|---------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed)                          |                           | Federal ID Number |
| City of Santa Ana  |                           | 95-6000785        |
| By (Authorized Signature)                                      |                           |                   |
| Michael Garcia Executive Director Community Development Agency |                           |                   |
| Printed Name and Title of Person Signing                       |                           |                   |
| Date Executed  | Executed in the County of |                   |
|  | Orange                    |                   |

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**Section 1 – Payee Information**

**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (if different from above)

**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

**CITY, STATE, ZIP CODE**

**E-MAIL ADDRESS**

**Section 2 – Entity Type**

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

**SOLE PROPRIETOR / INDIVIDUAL**

**SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

**PARTNERSHIP**

**ESTATE OR TRUST**

**CORPORATION** (see instructions on page 2)

**MEDICAL** (e.g., dentistry, chiropractic, etc.)

**LEGAL** (e.g., attorney services)

**EXEMPT** (e.g., nonprofit)

**ALL OTHERS**

**Section 3 – Tax Identification Number**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- **Grantor Trusts** (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (TIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR

**Federal Employer Identification Number (FEIN)**

\_\_\_\_\_ - \_\_\_\_\_

**Section 4 – Payee Residency Status (See Instructions)**

- CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of state withholding is attached.

**Section 5 – Certification**

*I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.*

|  |              |                                      |
|--|--------------|--------------------------------------|
| <b>NAME OF AUTHORIZED PAYEE REPRESENTATIVE</b> | <b>TITLE</b> | <b>E-MAIL ADDRESS</b>                |
| <b>SIGNATURE</b>                               | <b>DATE</b>  | <b>TELEPHONE (include area code)</b> |

**Section 6 – Paying State Agency**

Please return completed form to:

|                                       |              |                     |                                      |
|---------------------------------------|--------------|---------------------|--------------------------------------|
| <b>STATE AGENCY/DEPARTMENT OFFICE</b> |              | <b>UNIT/SECTION</b> |                                      |
| <b>MAILING ADDRESS</b>                |              | <b>FAX</b>          | <b>TELEPHONE (include area code)</b> |
| <b>CITY</b>                           | <b>STATE</b> | <b>ZIP CODE</b>     | <b>E-MAIL ADDRESS</b>                |

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

| If the Payee in Section 1 is a(n)...  | THEN Select the Box for...               |
|---|--|
| Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes  | Sole Proprietor/Individual               |
| Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes  | Single Member LLC-owned by an individual |
| Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership   | Partnerships                             |
| Estate • Trust (other than disregarded Grantor Trust)   | Estate or Trust                          |
| Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature                | Corporation-Medical                      |
| Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature   | Corporation-Legal                        |
| Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.   | Corporation-Exempt                       |
| Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above | Corporation-All Other                    |

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)

For hearing impaired with TDD, call: 1-800-822-6268

Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

|   |                          |
|---|--------------------------|
| <i>Company/Vendor Name (Printed)</i>            | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                | <i>Date</i>              |
| <i>Printed Name and Title of Person Signing</i> |                          |

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

|   |                          |
|---|--------------------------|
| <i>Company/Vendor Name (Printed)</i>            | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                | <i>Date</i>              |
| <i>Printed Name and Title of Person Signing</i> |                          |

EXHIBIT B

PROGRAM AND BUDGET NARRATIVE

**WORKING WARDROBES FOR A NEW START  
REQUEST FOR PROPOSALS (RFP) NO. 23-106A**

**SERVICES PROVIDED**

**December 20, 2023**

Working Wardrobes for A New Start proposes providing workforce development services for eighty-four (84) formerly incarcerated and justice involved individuals through the Project New Start - Career Development Program Serving Justice Involved Individuals program. The program will incorporate job readiness training, skills development, supportive services, and employment placement assistance to help participants successfully re-enter society, avoid recidivism, become financially independent, and lead productive lives.

Eligible participants will be justice involved individuals as defined in Penal Code §1234(d) and/or under the jurisdiction of a county or the California Department of Corrections and Rehabilitation. Participants may also include 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. Participants will be at least 18 years of age and be authorized to work in the United States.

Working Wardrobes will identify and recruit participants through our relationships with Orange County correctional facilities including the Theo Lacy facility in Orange and the Orange County Central Men's and Women's Jails in Santa Ana, the Orange County Sheriff Programs Team, State Division of Adult Parole Operations (DAPO) field units, Orange County Probation and Parole Departments, and through our participation in monthly Orange County Police and Corrections Team (PACT) meetings. We will also conduct recruitment through our core Rebuilding Careers workforce skills training program by identifying eligible participants who may already be enrolled in one or more of our services but would benefit from the specialized services provided through this program. In addition, we will build public awareness of the program through our comprehensive network of over 185 government, social services, educational, and faith-based partners throughout Orange County, many of which also serve this population.

Working Wardrobes will conduct a comprehensive intake process that will confirm each participant's eligibility, their understanding of the program's services, their commitment to achieving their individual life and employment goals, and facilitate their co-enrollment in Workforce Innovation and Opportunity Act (WIOA) services offered by the Orange County Workforce Solutions Centers network. Following completion of the intake process, Working Wardrobes will provide the following program services for participants:

**Job Readiness Training:** The program will include 8 to 10 week cycles of workforce and life skills training workshops with a focus on transitioning from incarceration to mainstream society. The workshops will be offered to incarcerated individuals at the Theo Lacy facility and the Central Men's and Women's Jails, and to other eligible participants both at Working Wardrobes and virtually through an online self-paced curriculum for those with transportation, childcare, health, or other challenges. Workshop topics will include Self-Assessment Strategies, Resume Skill Building, Job Search Skill Building, Pre-Interview Skill Building, Interview Skill Building, Power of Your Image, Navigating Success in the Workplace, Work Culture and Effective Communication, Time Management, and Financial Literacy. Each workshop will be approximately two hours in duration, with three workshops conducted each week for a total of 150 workshops over the one year program term. A portion of the training workshops will be held at correctional facilities and a portion at the Working Wardrobes Career Success Center in Santa Ana.

**Skills Development:** The program will offer skills development opportunities that will assist participants' ability to acquire knowledge and training to find and maintain meaningful employment in high-demand industries with opportunities for advancement. We will assist participants in selecting, enrolling, and

completing classroom skills training, entering pre-apprenticeship and apprenticeship programs, and enrolling in post-secondary education as distinct paths to obtaining skills in high-wage, high-demand industries including Trades (Construction), Manufacturing, Information Technology, Culinary Arts, and Transportation (Truck Driving). We will utilize training providers included in the State Eligible Providers List (ETPL) to match participants with State-approved classroom skills training programs that meet their needs and goals. We will also assist participants in identifying and enrolling in pre-apprenticeship and apprenticeship programs that may offer subsidized “learn and earn” employment opportunities. Participants will also have the opportunity to enroll in post-secondary education at local colleges and universities to pursue degree or certificate programs that will lead to employment opportunities in high-demand occupations.

**Career Coach:** All participants will be assigned to a Career Navigator, who will conduct intake and assessment activities, help to develop life and employment goals, prepare an Individualized Employment Plan (IEP), identify supportive services to address basic and immediate issues including housing, legal, mental and physical health, and other federal, state, and local assistance programs, and offer individualized, compassionate, and client-focused guidance to maximize participants’ potential to achieve their individual goals. They will be supported by our volunteer force of Career Coaches, who will assist participants in developing resumes, assessing communication and interview skills, reviewing labor market information, identifying career opportunities, and assisting the Career Navigators.

Participants will also be provided with open access to the state-of-the-art Working Wardrobes job search lab, which is located at our Career Success Center in Santa Ana and is equipped with computers, printers, and resource materials to help them produce resumes, research occupational and employment opportunities, and identify other employment-related resources.

**Vocational Assessment:** The program’s Career Navigators will work closely with each participant to help them identify basic skills, interests, abilities, and values to determine suitable career paths. Assessment tools will include True Colors, O\*Net Online, and a career inventory to identify occupational interests and skill sets. The results of the assessments will inform the development of each participant’s IEP and establish a clear plan for training and employment goals and supportive services needs. The Career Navigators will meet with each participant on a biweekly basis to review progress, revise goals, and offer additional assistance as needed.

**Job Placement Assistance:** The program’s Job Developer will work closely with the Workforce Solutions Centers, the State Employment Development Department, Orange County Business Council, Chambers of Commerce, employment agencies, and local employers to identify job opportunities for participants with a focus on high demand occupations including Trades (Construction), Manufacturing, Information Technology, Culinary Arts, and Transportation (Truck Driving). The program’s goal is to help participants secure employment as soon as possible to help them achieve financial stability, especially for those enrolled in skills training programs and post-secondary education.

The Career Navigators will match participants with job openings based on their skills, interests, and training and support their job search process through assistance in completing job applications, referring them to job openings, and providing coaching and encouragement to support their success in securing employment. Working Wardrobes will also hold periodic in-person Hiring Events which will offer in-person networking opportunities with local employers to facilitate access to available job openings.

**Supportive Services:** The program will provide participants with direct financial aid to help them address transportation needs (through the provision of gasoline debit cards and bus passes) and other incidental needs addressing barriers to employment (such as identification/credentials, background checks, grooming, etc.) and support their ability to access services and employment opportunities.

The program will also provide each participant with a professional outfit (including a suit, shirt or blouse, shoes, and accessories) for interviews and on-the job to help them build their confidence and make a good first impression with potential employers. They will receive one-on-one assistance by our Wardrobe Specialist to select outfits that best meet their needs.

Incentives will also be provided to encourage participants to achieve program milestones and reward them for their success. A payment of \$125 will be awarded to participants who complete the full complement of workforce skills training activities, \$125 will be awarded to those attaining an industry-recognized certificate or completion (whether through Working Wardrobes or another training provider), and \$250 will be awarded upon attainment of employment. The maximum value of incentives to be provided to an individual client is \$500.

**Follow-Up Support:** Whether or not they have completed the full range of program services or secured employment, participants will have continued access to all Working Wardrobes activities including coaching, advice, and guidance to help them identify and obtain additional skills training and supportive services, and ensure that they achieve their individual goals, maintain their employment, and continue to progress in their careers.

The goal of the program is to serve eighty-four (84) justice involved individuals over the initial program term and support their ability to gain valuable workforce and occupational skills, achieve success in the job market, contribute to the growth and success of businesses and the economy, avoid recidivism, and build successful and self-sufficient lives. The following minimum performance outcomes and measurements to be achieved are as follows:

| <b>Outcome</b>   | <b>Measurement</b> |
|--|--------------------|
| Enrolled in program                                    | 84 participants    |
| Enrolled in training                                   | 40 participants    |
| Completed training                                     | 30 participants    |
| Attained industry-identified certificate or credential | 20 participants    |
| Placed in post-secondary education                     | 13 participants    |
| Placed in state approved apprenticeship                | 13 participants    |
| Employed   | 40 participants    |

**WORKING WARDROBES FOR A NEW START  
REQUEST FOR PROPOSALS (RFP) NO. 23-106A**

**FIRM AND TEAM EXPERIENCE  
December 20, 2023**

Working Wardrobes for a New Start is a nonprofit organization founded in 1990. Over the past 33 years we have provided comprehensive and impactful workforce and life skills training, job placement assistance, and professional wardrobing for over 120,000 individuals. Our mission statement is: We help people overcome barriers to gainful employment. Our target service population is low-income persons from marginalized groups seeking to enter the workforce or achieve career advancement, with a focus on assisting persons of color, veterans, seniors, and justice involved individuals as well as those who have faced major life crises including homelessness, substance abuse, domestic violence, chronic illness, and/or long-term unemployment. In 2022 alone, Working Wardrobes provided assistance to a total of 4,420 clients receiving 16,575 units of service. Our 2023 organizational budget is \$5,432,640 and we employ a staff of 40 employees. Our impressive record of longevity, sustainability, and success demonstrates our ability and commitment to helping our clients realize “The Power of a Paycheck.”

4.00 full-time equivalent (FTE) employees will be working directly on this program, including our Director of Client Services (0.50 FTE), two (2) Career Navigators (total 2.00 FTE), Client Services Administrator (0.25 FTE), Job Developer (1.00 FTE), and Wardrobe Specialist (0.25 FTE).

The Working Wardrobes corporate headquarters and Career Success Center are located at 2000 E. McFadden Ave., Santa Ana, CA 92705. Working Wardrobes serves all of Orange County and the surrounding regions of southern California.

The supervising Project Manager will be Bianca Herrera, Director of Client Services. She is based at the Working Wardrobes headquarters in Santa Ana. Her email address is biancah@workingwardrobes.org and her phone number is 714-210-2460.

The following Working Wardrobes positions will be assigned to this program:

Director of Client Services  
Career Navigator #1  
Career Navigator #2  
Client Services Administrator  
Job Developer  
Wardrobe Specialist

All staff members filling these positions will be qualified to fulfill their job responsibilities and execute the program’s services. The specific responsibilities of each position as related to this program are identified within the Budget and Narrative (Attachment C).

Working Wardrobes confirms our commitment that personnel as identified in this proposal will be available throughout the program/contract term.

Working Wardrobes has assisted justice involved individuals throughout our 33 years of service to Orange County and the surrounding regions of southern California. We began providing workforce skills training and job placement assistance focused on the challenges and needs of this population in 2013 by conducting workshops at the Orange County Men’s and Women’s Jails and the Theo Lacy facility, and we have since expanded our experience and reach through our execution of three government contracts: 1) Orange County

Community Services: Linking Employment Activity Pre-Release-2 (LEAP-2) program with term of July 1, 2016 through December 3, 2018; 2) City of Santa Ana: Prison to Employment program with term of October 1, 2019 through March 31, 2022; and 3) Board of State and Community Corrections: Adult Reentry Program with term of October 1, 2022 through April 30, 2026. Further, our core Rebuilding Careers workforce training program includes justice involved individuals as a target population. In total, Working Wardrobes has helped approximately 3,500 justice involved individuals gain workforce and life skills and find quality jobs.

**WORKING WARDROBES FOR A NEW START  
REQUEST FOR PROPOSALS (RFP) NO. 23-106A**

**PROPOSED WORK PLAN AND TIMELINE  
December 20, 2023**

All program activities and services will be conducted and available to participants on an open, ongoing basis throughout the program period. The following activities will be offered and milestones/outcomes achieved as follows, with cumulative outcomes metrics to be reached by the contract end date.

| Activity                                | Milestone   | Number of participants |           |           |           |           | Total |
|---|---|------------------------|-----------|-----------|-----------|-----------|-------|
|   |   | Quarter 1              | Quarter 2 | Quarter 3 | Quarter 4 | Quarter 5 |       |
| Program enrollment                      | Participants complete program intake process including AJCC co-enrollment   | 0                      | 21        | 21        | 21        | 21        | 84    |
| Training enrollment                     | Participants are assigned to a Career Navigator and develop an IEP to identify training and supportive services needs and set goals | 0                      | 10        | 10        | 10        | 10        | 40    |
| Training completion                     | Participants complete job readiness skills training   | 0                      | 6         | 8         | 8         | 8         | 30    |
| Certificate or credential attainment    | Participants complete certificate or credential training program  | 0                      | 0         | 6         | 7         | 7         | 20    |
| Post-secondary education placement      | Participants enter post-secondary education programs at community colleges  | 0                      | 2         | 3         | 4         | 4         | 13    |
| State approved apprenticeship placement | Participants enter State-approved apprenticeship programs   | 0                      | 2         | 3         | 4         | 4         | 13    |
| Employment placement                    | Participants secure employment  | 0                      | 4         | 12        | 12        | 12        | 40    |

NOTE: Quarter 1 will be utilized as a program preparation period to hire and orient program staff, establish program services protocols, and initiate relationships with correctional agencies, training providers, and educational institutions.

**WORKING WARDROBES FOR A NEW START  
PROJECT NEW START - CAREER DEVELOPMENT PROGRAM  
SERVING JUSTICE-INVOLVED INDIVIDUALS**

**BUDGET NARRATIVE  
December 20, 2023**

**PERSONNEL SALARIES**

1. Director of Client Services: 50% FTE for 12 months = \$42,500

Dedicate 50% of time to program for 12 months. Provide management and quality control of program services and staff, ensure compliance with contract requirements, coordinate partnerships with correctional agencies, Workforce Solutions Centers, and training providers.

2. Career Navigators (2): 100% FTE ea. for 12 months = \$54,995 ea. x 2 = \$109,990

Dedicate 100% of time to program for 12 months. Coordinate participant outreach, intake, and enrollment, provide case management/career navigation for participants, facilitate referrals and enrollment for supportive services, occupational skills training, certification programs, educational opportunities, and job placement.

3. Client Services Administrator: 25% FTE for 12 months = \$16,875

Dedicate 25% of time to program for 12 months. Process and track participant incentives, supportive services, and skills development payments, maintain program data, coordinate reporting tasks, provide support to Director of Client Services and Career Navigators.

4. Job Developer: 100% FTE for 12 months = \$56,160

Dedicate 100% of time to program for 12 months. Work with local employers to identify job opportunities for participants, assist Career Navigators in matching participants with job openings and apprenticeship programs.

5. Wardrobe Specialist: 25% FTE for 12 months = \$13,250

Dedicate 25% of time to program for 12 months. Schedule and provide professional wardrobe services for clients, manage volunteer Personal Shoppers.

**TOTAL PERSONNEL SALARIES = \$239,045**

**PERSONNEL BENEFITS**

1. Director of Client Services: 12.64% of salary (blended rate including Social Security, Medicare, SUI, health insurance, and workers compensation) = \$42,500 x 12.64% = \$5,372

2. Careers Navigators (2): 12.64% of salary (blended rate including Social Security, Medicare, SUI, health insurance, and workers compensation) = \$54,995 ea. x 2 = \$109,990 x 12.64% = \$13,902

3. Client Services Administrator: 12.64% of salary (blended rate including Social Security, Medicare, SUI, health insurance, and workers compensation) = \$16,875 x 12.64% = \$2,133

4. Job Developer - Vacant: 12.64% of salary (blended rate including Social Security, Medicare, SUI, health insurance, and workers compensation) = \$56,160 x 12.64% = \$7,099

5. Wardrobe Specialist: 12.64% of salary (blended rate including Social Security, Medicare, SUI, health insurance, and workers compensation) = \$13,520 x 12.64% = \$1,709

**TOTAL PERSONNEL BENEFITS = \$30,215**

**TOTAL PERSONNEL SALARIES & BENEFITS = \$269,260**

**OPERATING EXPENSES****Office Expenses**

Casebook CRM system subscription to manage program and client data (25% of total annual expense allocated to this program) = \$2,500

Flash drives for participants to store program materials; paper, pens, printer ink, file folders, other miscellaneous supplies for program staff = \$1,100

Printing of program marketing/outreach flyers and brochures and skills workshops curriculum materials = \$1,900

**Total Office Expenses = \$5,500**

**Indirect Cost**

Per Negotiated Indirect Cost Rate Agreement with U.S. Department of Labor for period 01/01/23 to 12/31/23 @ 21.06%. Direct services total costs of \$612,919 x 21.06% = \$129,081

**Total Indirect Cost = \$129,081**

**Participant Skills Development (Training)**

Payment of tuition and training-related expenses (tools, uniforms, books, etc.) for participants enrolled in certificate or credential programs or post-secondary education

33 participants @ \$5,636/ea. (average) = \$136,000 (program cost) + \$50,000 (matching funds from City of Santa Ana WORK Center) = \$186,000

**Total Participant Skills Development (Training) = \$186,000 (\$136,000 program cost + \$50,000 matching funds from City of Santa Ana WORK Center)**

**Professional Services**

Training Coordinator (independent contractor)

Conduct Job Readiness Workforce/Life Skills Workshops at correctional facilities and Working Wardrobes

20 hours/week x 50 weeks @ \$35.00/hr. = \$35,000

**Total Professional Services = \$35,000**

**Staff Travel/Mileage**

Mileage reimbursement for staff travel to and from correctional facilities and partner agencies. 2,588 mi. @ \$0.67/mi. (2024 IRS business rate) = \$1,734

**Total Staff Travel/Mileage = \$1,734**

**Supportive Services****Financial Assistance**

Prepaid gasoline cards and bus passes along with payment of incidental needs addressing barriers to employment such as identification/credentials, background checks, grooming, etc.

84 participants @ \$250/ea. (average) = \$21,000

**Job Readiness Workforce/Life Skills Workshops**

Presentation of workforce and life skills workshops for program participants (topics include Self-Assessment Strategies, Resume Skill Building, Job Search Skill Building, Pre-Interview Skill Building, Interview Skill Building, Power of Your Image, Navigating Success in the Workplace, Work Culture and Effective Communication, Time Management, and Financial Literacy). Each client will participate in a 8 to 10 week cycle of workshops.

3 workshops/week x 50 weeks @ \$600 ea. = \$90,000

**Wardrobe Services**

One professional and two business casual outfits (including accessories and shoes) to each participant for interviews and on-the-job.

50 regular size participants @ \$420/ea. = \$21,000

34 plus size participants @ \$450/ea. = \$15,300

Total Wardrobe Services = \$36,300

**Total Supportive Services = \$147,300**

**Participant Incentives**

Payments to participants achieving program outcomes. \$500 maximum in payments to each participant.

Completion of full cycle of workforce/life skills training workshops: 40 participants @ \$125/ea. = \$5,000

Attainment of skills training certificate or credential: 25 participants @ \$125/ea. = \$3,125

Attainment of employment: 40 participants @ \$250/ea. = \$10,000

**Total Participant Incentives = \$18,125**

**TOTAL OPERATING EXPENSES = \$662,919 (\$612,919 program cost + \$50,000 matching funds from City of Santa Ana WORK Center)**

**GRAND TOTAL = \$792,000 (\$742,000 program cost + \$50,000 matching funds)**

Program staff will document and track requests, approvals, and payments of Participant Incentives payments to verify eligibility, ensure that individual participants are not paid above the \$500 maximum, and that the total line item budget is not exceeded. Incentives payments will be provided to participants in the form of Visa/MasterCard gift cards or company checks. No cash will be distributed to participants.

All Participant Supportive Services payments for transportation and other incidental needs addressing barriers to employment and Participant Skills Development (Training) tuition and training-related expenses will also be carefully controlled by the program staff to maintain fiscal integrity and adherence to the program budget. Gasoline and public transportation assistance will be provided to clients in the form of gas company debit cards or bus line pass cards that will be distributed to participants once eligibility and need is endorsed by a Career Navigator. The need and value of other Supportive Services and Skills Development (Training) expenses will be documented through bills, invoices, receipts, quotes, or other documents supporting each request that are secured by either the program staff or participants and confirmed with the appropriate vendor prior to payment.

All payment requests will be originated by the program's Career Navigators, reviewed and confirmed by the Client Services Administrator, and approved by the Director of Client Services before disbursements are issued. Payments will be issued as Working Wardrobes company checks made payable to and delivered directly to service providers, with no payments provided directly to participants.

## CITY OF SANTA ANA

## BUDGET FORM

| <b>Organization Name:</b><br>Working Wardrobes for a New Start | <b>Administrative<br/>Cost (Not to<br/>Exceed 10%)</b> | <b>Total<br/>Program<br/>Cost</b> | <b>Total<br/>Cost</b> | <b>Match/In<br/>Kind</b> |
|--|--|-----------------------------------|-----------------------|--------------------------|
| <b>Personnel Salaries</b>                                      |  |                                   |                       |                          |
| 1 Director of Client Services (0.50 FTE)                       |  | \$42,500                          | \$42,500              |                          |
| 2 Career Navigator (1.00 FTE)                                  |  | \$54,995                          | \$54,995              |                          |
| 3 Career Navigator (1.00 FTE)                                  |  | \$54,995                          | \$54,995              |                          |
| 4 Client Services Administrator (0.25 FTE)                     |  | \$16,875                          | \$16,875              |                          |
| 5 Job Developer (1.00 FTE)                                     |  | \$56,160                          | \$56,160              |                          |
| 6 Wardrobe Specialist (0.25 FTE)                               |  | \$13,520                          | \$13,520              |                          |
| <b>Personnel Benefits</b>                                      |  |                                   |                       |                          |
| 1 Director of Client Services (0.50 FTE)                       |  | \$5,372                           | \$5,372               |                          |
| 2 Career Navigator (1.00 FTE)                                  |  | \$6,951                           | \$13,902              |                          |
| 3 Career Navigator (1.00 FTE)                                  |  | \$6,951                           | \$13,902              |                          |
| 4 Client Services Administrator (0.25 FTE)                     |  | \$2,133                           | \$2,133               |                          |
| 5 Job Developer (1.00 FTE)                                     |  | \$7,099                           | \$7,099               |                          |
| 6 Wardrobe Specialist (0.25 FTE)                               |  | \$1,709                           | \$1,709               |                          |
| <b>Total Personnel Salaries &amp;<br/>Benefits</b>             |  | \$269,260                         | \$269,260             |                          |
| <b>Operating Expenses</b>                                      |  |                                   |                       |                          |
| Rent   |  |                                   |                       |                          |
| Utilities  |  |                                   |                       |                          |
| Phones   |  |                                   |                       |                          |
| Internet Fees  |  |                                   |                       |                          |
| Parking Fees   |  |                                   |                       |                          |
| Security   |  |                                   |                       |                          |
| Maintenance  |  |                                   |                       |                          |
| Insurance  |  |                                   |                       |                          |
| Equipment rental fees  |  |                                   |                       |                          |
| Accounting Services  |  |                                   |                       |                          |
| Vehicle lease  |  |                                   |                       |                          |
| Office expenses  |  | \$5,500                           | \$5,500               |                          |
| Legal Services   |  |                                   |                       |                          |
| Auditing Services  |  |                                   |                       |                          |
| Indirect Cost  |  | \$129,081                         | \$129,801             |                          |
| Staff Training   |  |                                   |                       |                          |
| Staff Conferences  |  |                                   |                       |                          |
| Staff Travel/Mileage   |  | \$1,734                           | \$1,734               |                          |
| Participant Wages  |  |                                   |                       |                          |
| Supportive Services  |  | \$147,300                         | \$147,300             |                          |
| Participant Incentives   |  | \$18,125                          | \$18,125              |                          |
| Participant Skills Development                                 |  | \$136,000                         | \$136,000             | \$50,000                 |
| Professional Services  |  | \$35,000                          | \$35,000              |                          |
| <b>Total Operating Expenses</b>                                |  | \$472,740                         | \$472,740             |                          |
| <b>GRAND TOTAL (Personnel + Operating)</b>                     |  | \$742,000                         | \$742,000             | \$50,000                 |