

## **AGREEMENT**

The parties to this Agreement are The Workforce Alliance of South Central Kansas (Workforce Alliance), Sedgwick County, Kansas, on behalf of its Department of Corrections (SCCC), and the Kansas Department of Corrections (KDOC).

WHEREAS, in carrying out its mission, the KDOC works with various partners (national, state and local) to implement the Kansas Offender Risk Reduction and Reentry Plan (KOR3P), which includes various strategies to provide risk reduction and reentry programs, services and interventions. See <http://www.dc.state.ks.us/reentry/goals-of-kor3p>; and

WHEREAS, the KDOC works with various partners (national, state and local) to reduce recidivism by implementing various strategies to provide risk reduction and reentry programs, services and interventions; and

WHEREAS, the KDOC has established program providers in the correctional facilities in Kansas, including specialists who address job readiness with offenders; and

WHEREAS, community corrections agencies in Kansas, including SCCC, are similarly engaged in risk reduction work, including job readiness and development; and are partnering with various agencies to address the risk/need areas of offenders to reduce admissions to prison and increase successful discharges from community supervision;

WHEREAS, Workforce Alliance exists to connect employers to a motivated workforce having skills to obtain and maintain meaningful employment; provides job readiness and development services in the counties located in south central Kansas, pursuant to the Workforce Investment Act; operates under the Local Workforce Investment Board that represents multiple agencies in the area, including private businesses, education, community-based organizations, economic development, labor and other partners; and has worked with corrections staff to learn effective practices in job readiness and development related to offenders, and to provide services to offenders who are job seeking and available for employment within the area, and desires to continue and build on this partnership; and

WHEREAS, annually there are over 800 offenders released to the counties served by Workforce Alliance from KDOC correctional facilities, with the largest number releasing to Sedgwick and Reno counties; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement in order to service KDOC and SCCC identified offenders specifically being released into or currently under supervision in south central Kansas; so that offenders housed at correctional facilities, as well as offenders released to south central Kansas counties, particularly those in and near Wichita and Hutchinson, can receive job readiness and development services

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

1. The term of this Agreement shall be for three (3) years, commencing July 1, 2016, and ending June 30, 2019.
2. The KDOC shall pay Workforce Alliance a total of NINETY-SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$97,200.00) during the total term of this Agreement. Said funds shall be paid on a monthly basis, in installments of \$2,700.00, for a total of \$39,000 per each year of this Agreement. Said funds will be used to support a Workforce Alliance employee assigned to complete the services set forth under this Agreement. The first monthly payment shall be made no later than July 31, 2016.
3. SCCC shall pay Workforce Alliance a total of THIRTY-NINE THOUSAND DOLLARS AND NO CENTS (\$39,000.00) during the total term of this Agreement. Said funds shall be paid on a monthly basis, in installments of \$1,083.33, for a total of \$13,000 per each year of this Agreement. Said funds will be used to support a Workforce Alliance employee assigned to complete the services set forth under this Agreement. The first monthly payment shall be made no later than July 31, 2016.
4. The Workforce Alliance will contribute, at a minimum, a total of THIRTEEN THOUSAND DOLLARS AND NO CENTS (\$13,000.00) during the total term of this Agreement for services provided hereunder.
5. Upon termination of this Agreement, all costs will be prorated monthly.
6. The Workforce Alliance will bill KDOC and SCCC monthly, by the 10<sup>th</sup> day of the month; KDOC and SCCC will make payments by the last day of the month. Bills may be submitted by email.
7. If the person providing services at Workforce Alliance is absent or resigns so that the position has to be refilled, Workforce Alliance will reassign another person temporarily into this position or deduct for each day service is not provided \$115 per day from the KDOC bill and \$35.61 per day from the SCCC bill.
8. In-exchange for payment by the KDOC and SCCC in the amounts indicated above, Workforce Alliance shall:
  - a. Provide staff from the Workforce Center to provide Job Seeker Services, as defined by the Workforce Innovation and Opportunity Act.
  - b. Provide 1 FTE position who will work a total of 40 hours per week devoted to

providing the services required under this Agreement. This employee's time will be spent as follows: (1) ten percent (10%) in KDOC facilities, (2) twenty percent (20%) serving direct referrals from SCCC, and (3) seventy percent (70%) serving individuals identified by current and future partnerships established by the Workforce Alliance, KDOC, and SCCC onsite and offsite the Workforce Centers operated by the Workforce Alliance. New partnerships will be reviewed at each quarterly meeting.

- c. Deliver or train existing staff to deliver pre-release and community based services to offenders under supervision and scheduled for release to south central Kansas, particularly with regard to those scheduled to be released to Reno and Sedgwick Counties. Workforce Alliance will work with KDOC and SCCC staff to deliver these services.
- d. Provide services to be delivered at the locations and to the offenders identified in KDOC facilities in Reno, Harvey, Sedgwick, Kingman, Butler, Cowley, and Sumner Counties in south central Kansas as follows:
  - Provide or refer customers to Workforce Centers for the following job seeker services:
    - KANSASWORKS registration
    - Initial Assessments
    - Referrals to community agencies
    - Determine suitability and eligibility for Workforce Investment Act Programs
    - Skills assessments (Key Train, Work Keys, My Skills My Future, My Next Move, Onet Skills Assessment)
    - One-on-one job search coaching and development of Individual Employment Plan; to addresses strengths, barriers, and specific steps specifically preparing for the area to which the offender will be released
  - Refer to Workforce Centers Job Seeker and Business Skills Series Workshops
  - Facilitate workshops (at Workforce Centers or offsite)
  - Coordinate with offenders' mentors when applicable to support sustained employment
  - Participate in offsite job fairs, career day events, workshops, seminars, and other employment related activities
  - Maintain current knowledge of Equal Employment Opportunity and affirmative action guidelines and laws, such as Americans with Disabilities Act, Veterans Services, Work Opportunity Tax Credit, Federal Bonding
  - Client information and outcomes will be tracked through KANSASWORKS and Workforce Alliance Database. SCCC staff will have access to KANSASWORKS as a tool for case management services.

A participant group will be set up in KANSASWORKS to assist in tracking SCCC customers who attend orientation sessions and referrals. Additional participant groups can be added as the partnership grows and additional tracking is needed.

- e. SCCC clients will receive the following services to be delivered by the shared staff member:
  - Participation in joint Orientation sessions hosted at the Workforce Centers weekly
  - KANSASWORKS registration
  - Initial Assessments
  - Referrals to community agencies
  - Determinations of suitability and eligibility for Workforce Investment Act Programs
  - Skill assessments (Key Train, Work Keys, ONET, My Skills My Future, My Next Move, Career One Stop)
  - One-on-one job search coaching
  - Development of Individual Employment Plan; to addresses strengths, barriers, and specific steps specifically preparing for the area to which the offender will be released
  - Track customer's participation in Workforce Centers Soft Skills Workshop
  - Review job orders to match applicants with job requirements and refer customers to the Business Team
  - Work with employers and offenders to address issues as necessary to help sustain employment
- f. Provide KDOC and SCCC with individual quarterly performance reports which show:
  - Offenders served, including status of offender (e.g., in facility, parole, community corrections, other)
  - Services provided
  - Referrals made
  - Entered employment rates
  - Employment retention at six (6) and twelve (12) months
  - Average wage at six (6) and twelve (12) months
- g. Work with all parties to establish protocols for referrals and delivery of services; maintain regular communication with KDOC and SCCC staff to ensure services are delivered to high and moderate- risk/need offenders in employment that support the offenders' reintegration and are effective in helping offenders secure and retain employment.
  - Quarterly meetings to review customer flow, protocols, referral numbers, and

performance will be held with each individual party to this Agreement or participating agency funded through KDOC. Participating staff will include frontline staff, supervisors, managers or directors.

- Semi-Annual meetings will be held with all parties to this Agreement or participating agency funded through KDOC to include all staff including Senior Management. One meeting will be designated to review the MOU, funding and progress towards goals.

9. Provide the names of all Workforce Alliance staff, or staff of partners, who will enter the correctional facilities designated in this Agreement, thirty (30) days in advance, together with date of birth and social security number, so a necessary background check can be done, to ensure the individual is eligible to enter the correctional facility (if this has not been previously done). This information shall be provided to designated facility staff by Workforce Alliance. KDOC agrees that information regarding staff of Workforce Alliance or its partners provided for this screening purpose will be held confidential and not used for any other purpose or given to any other person other than the R3 Coordinator and the staff in the facility doing the security clearance checks.
10. Workforce Alliance will collaborate and cooperate with the KDOC and SCCC in pursuing any grant funds or other resources to support sustaining this Agreement, and sustaining and increasing the services delivered pursuant to this Agreement.
11. Workforce Alliance agrees that during the course of this Agreement it will at all times maintain professional liability insurance in keeping with industry standards for workforce development centers in an amount not less than \$1 million and will, upon signing this Agreement, and annually thereafter, provide a certificate of insurance to KDOC reflecting this insurance coverage.
12. Workforce Alliance shall be responsible for all administrative and other costs associated with delivering the services outlined in this Agreement, including salary, benefits, fees, office space, office supplies, office equipment, supervision, long distance costs, faxing costs, copying costs, travel, training, professional licensing, mileage, per diem, substance abuse assessments, cell phone/service, or any other costs incurred in delivering the services herein.
13. The contact persons for informal resolution of questions about this agreement are:

**Workforce Alliance:**

Keith Lawing  
President and CEO

300 W Douglas, Suite 850  
Wichita, KS 67202  
(316) 771-6600 (Ph)  
(316) 771-6690 (fx)  
[keith@workforce-ks.com](mailto:keith@workforce-ks.com)

**KDOC:**

Margie Phelps,  
Reentry Director  
714 SW Jackson, Suite 300  
Topeka, KS 66603  
(785) 368-8917 (Ph)  
(785) 368-8914 (fx)  
(785) 224-3545 (cell)  
[Margie.phelps@doc.ks.gov](mailto:Margie.phelps@doc.ks.gov)

**SCCC:**

Glenda Martens, Director  
Sedgwick County Department of Corrections  
700 S Hydraulic  
Wichita, KS 67211  
(316) 660-9750  
[glenda.martens@sedgwick.gov](mailto:glenda.martens@sedgwick.gov)

14. All formal contract notifications and communications, whether notices of termination or for any other purpose under this Agreement, may be accomplished by email, regular mail, or personal delivery directed to the designated individuals in Paragraph 13 hereof.
15. This Agreement may be terminated by any party upon a minimum of thirty (30) days written notice of such termination provided to the other parties. Notice of termination shall be considered effective upon the date of receipt of notice by the other parties. Workforce Alliance shall be paid for all services rendered up to and including the termination date. This agreement may only be amended by written addendum executed by KDOC, SCCC and Workforce Alliance.
16. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this Agreement
17. No party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A 46-1101, et seq. to any records, documents or other information – confidential or otherwise – regarding or relating to the executing and/or

performance of this agreement.

18. The parties enter into this Agreement in good faith and in the belief that this Agreement and actions pursuant to this Agreement, are in accordance with appropriate state of federal laws and regulations.
19. The provisions found in the Contractual Provisions Attachment (DA-146a), which is attached hereto as Attachment A are hereby incorporated in this Agreement and made part hereof. Should any of the provisions of this Agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.
20. The right of SCCC to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that SCCC shall at all times stay in conformity with such laws, and as a condition of this Agreement SCCC reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.
21. Workforce Alliance shall at all times comply with the National Standards promulgated under the Prison Rape Elimination Act (42 U.S.C. §15601, et seq.), which are found at 28 CFR 115.5 to 115.93, inclusive, and the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, in regard to any of its employees who have or may reasonably be expected to have contact with inmates in delivering services and/or goods pursuant to this agreement.
  - a. In particular, Workforce Alliance shall:
    1. prior to the hiring of any employee reasonably expected to have contact with inmates, submit name and necessary identifying information to the KDOC for a criminal background check, as required by 28 CFR 115.17; and also shall inquire of prospective hires and employees considered for promotion as to their involvement in any prior events involving sexual misconduct set forth at subsection (a) thereof, also per 28 CFR 115.17;
    2. promptly make its employees available for orientation and periodic training provided by KDOC in regard to the obligations and requirements imposed by said Act and National Standards, as required by 28 CFR 115.32 and IMPP 10-103, Sec. III;
    3. promptly make available upon request to KDOC in any sexual abuse incident review conducted pursuant to 28 CFR 115.86 in which any of Contractor's employees is involved as the target of the investigation and

review, or a witness thereto, any of its employees for interview by the Sexual Abuse Incident Review Board, as well as any pertinent records regarding the incident in question; and

4. promptly make available upon request any records necessary for KDOC to meet the requirements for data collection, review for corrective action, and audits, as set forth at 28 CFR 115.87, 115.88, 115.93.

b. Workforce Alliance further acknowledges that KDOC must bar any contract employee found to have engaged in sexual abuse from its facilities' premises, as well as report any such employee to law enforcement agencies and relevant licensing bodies, and that KDOC otherwise must take appropriate remedial measures in response to any violation of its sexual abuse or sexual harassment policies, as set forth at 28 CFR 115.77. Workforce Alliance further acknowledges and agrees that KDOC, in its sole discretion, may bar any contract employee under investigation for alleged sexual abuse or sexual harassment during the investigation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year indicated below their signatures.

STATE OF KANSAS  
DEPARTMENT OF CORRECTIONS

By: \_\_\_\_\_  
J. L. Norwood, Secretary of Corrections

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

SEDGWICK COUNTY, KANSAS

By: \_\_\_\_\_  
James M. Howell, Chairman  
Commissioner, Fifth District

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

Approved As To Form  
*Misha C. Jacob-Warren*

WORKFORCE ALLIANCE OF SOUTH CENTRAL KANSAS  
KANSAS WORKFORCE INVESTMENT BOARD LOCAL AREA IV

By: *Keith Lawing*  
Keith Lawing, President and CEO

Date: *7/11/2016*



### CONTRACTUAL PROVISIONS ATTACHMENT

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Budget Rescission or Allotment:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Compliance with Prison Rape Elimination Act (PREA):** The contractor agrees to comply with all applicable provisions of the Prison Rape Elimination Act of 2003 (42 U.S.C. §§ 15601, et seq.), as amended from time to time, and National PREA Standards promulgated by the Attorney General of the United States, under authority of that Act, found at 28 CFR Part 115, as amended from time to time. The contractor further agrees to comply with all applicable administrative policies and procedures of the Kansas Department of Corrections and its facilities, dealing with the subject matter of sexual abuse or sexual harassment of inmates or juvenile residents.