

**SERVICE
AGREEMENT
CONTRACT**



For WDB Use Only
Contract No.
PY-19-001

1. This Contract is entered into between the Workforce Development (WDB) of Solano County and Solano County Office of Education (SCOE) for Workforce Innovation and Opportunity Act (WIOA) Youth Program Services
2. The term of this Contract is: June 10, 2019 through March 31, 2021
3. The Maximum amount of this contract is: \$ 550,000

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Project Budget Summary
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

**APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD**

BY: _____
(Signature, WDB Duly Authorized Representative)
NAME: Heather Henry

TITLE: President/Executive Director
DATE: _____

ADDRESS:
320 Campus Lane
Fairfield, CA 94534

APPROVED BY THE CONTRACTOR

BY: [Signature]
(Signature, Contractor's Duly Authorized Representative)
NAME: Tommy Welch

TITLE: Deputy Superintendent
DATE: 6-11-2019

ADDRESS:
5100 Business Center Drive
Fairfield, CA 94534

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide an engaging, valuable service to targeted Solano County out-of-school youth.
2. Utilize creative methods in developing youth and young adults in our community into strong leaders.
3. Leverage resources and collaborative partnerships and provide cross-services that will result in a decrease in the cost of services.
4. Document and communicate youth progress in a reliable, professional and responsible manner.

B. SERVICE ACTIVITIES

Sub-recipient will provide the service activities as defined in the categories listed below to accomplish the goal of the Career-In-Focus program.

1. ***Outreach and Recruitment*** – Sub-recipient shall conduct activities to attract, inform and prepare eligible youth to participate in the program services offered through the contract. Activities shall include:
 - a. Orientation, individually or as a group;
 - b. Standards for successful completion of the program;
 - c. Rules and appropriate conduct while engaged in the program;
 - d. Procedures for presenting grievances and complaints; and
 - e. Other relevant information applicable to participants.

The Sub-recipient will focus recruitment on the following WIOA OSY sub-sets:

- a. Justice-involved youth;
- b. Youth in foster care or who have aged out of the foster care system;
- c. Youth who are within the age of compulsory school attendance, but have not attended school for at least the most recent complete school year calendar quarter, particularly for students attending Armijo and Vallejo High Schools, and Sem Yeto and John Finney Continuation Schools.

2. ***Eligibility Determination and an Objective Assessment*** – Sub-recipient shall be responsible for eligibility determination. This includes ensuring that all participants meet WIOA out-of-school youth eligibility requirements and conducting an objective assessment per WIOA policies and WDB guidance.

WDB staff shall provide eligibility technical assistance during the first year of the Contract, or until both parties agree to transfer sole responsibility for eligibility determination to the Sub-recipient. Thereafter, the Sub-recipient shall be solely responsible for eligibility determination.

3. ***Assessment and Addressing of Barriers*** – Sub-recipient shall conduct assessment for all participants to determine academic levels, skill levels, and service needs, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and development needs. CASAS testing will be used, as appropriate, to determine academic levels for each

participant. Supportive services will be used, where appropriate, to reduce barriers to educational and employment goals.

4. **Career Coaching Services** – Sub-recipient will guide participants, exposing them to educational and career opportunities that may lead them to self-sufficiency. Career coaching requires the case manager to focus on the long and short term goals an individual has and empower them to make educated decisions about their future. Career coaching is comprehensive and uses a participant-focused approach in the delivery of services designed.
5. **Individual Service Strategy (ISS)** – Sub-recipient shall provide Individual Service Strategy (ISS) development to identify appropriate services for each participant. Sub-recipient shall make the 14 WIOA Program Elements available to participants in accordance with their ISS. The ISS will be reviewed periodically with the participant.
6. **Work Experience/Work-Based Learning Experience** – Sub-recipient will provide participants with planned, structured learning experiences that take place in a workplace for a limited amount of time and may be paid or unpaid, and may be in the private, non-profit, or public sectors. Work experiences must follow WIOA parameters and will include a minimum of 100 hours.

The Sub-recipient will develop worksite agreements with employers that describe each specific work assignment and clearly outline the expectations of the Sub-recipient, employer, and participant. The Sub-recipient will be responsible for completing and obtaining signatures on a WDB-approved worksite agreement. A signed copy of the agreement will be on file at the Sub-recipient site with a copy placed in the client's file available to the WDB upon request. The Sub-recipient must also ensure that all WIOA requirements for worksite agreements are met.

7. **Job Placement Services** – Sub-recipient will offer job placement supports to participants either individually or in a group setting to include job leads, preparation for applications and interviews, and follow-up retention services per WIOA guidelines.
8. **Case Management via CalJOBS** – Sub-recipient shall enter case notes, appropriate youth service codes, and outcomes data into the state CalJOBS system as they occur. All services being offered and identified in the participant's ISS will be entered into CalJOBS and reviewed by WDB staff on a regular basis. WDB staff will provide technical assistance and training in the CalJOBS system throughout the contract period.
9. **14 WIOA Program Elements** – The 14 Elements provides WIOA's vision for supporting youth and young adults through an integrated service delivery system. Sub-recipients, in partnership with the WDB, must ensure that all participants have access to the 14 elements, through direct provision or referral, as needed and per their ISS. The elements include:
 - Tutoring, Study Skills Training, Instruction, and Dropout Prevention
 - Alternative Secondary School and Dropout Recovery Services

- Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development
- Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field
- Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills
- Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors
- Supportive Services enable an individual to participate in WIOA activities
- Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement
- Follow-up Services are provided following program exit to help ensure youth succeed in employment or education
- Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling
- Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability
- Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills
- Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations
- Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:
 - a. Provide and train qualified staff to plan and administer the contracted services, who have passed a background check per WIOA requirements;
 - b. Provide program sustainability for duration of the Contract;
 - c. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
 - d. Provide a regular location where services can be reliably provided for program participants, with a concentrated effort in Fairfield, Suisun and Vallejo;
 - e. Provide internal monitoring and oversight of all program activities and requirements;

- f. Participate in system-wide training and staff development opportunities provided by the WDB;
- g. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) requirements;
- h. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the State of California, and the Department of Labor relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday, or based on the need and availability of the WIOA youth participants. Services offered will be available throughout the year, without break during the holiday and summer periods.

C. SUB-RECIPIENT'S RESOURCES

Sub-recipient will implement and coordinate WDB Youth Program services at its site(s) and shall provide all necessary instructions, supervision, and supplies for program activities and will complete individual participant evaluations. Sub-recipient shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. LOCATION OF SERVICES

Sub-recipient will locate the facilities within the county, where employment services activities take place within a quarter mile of a bus route providing regularly scheduled service during the hours of operation, and provide adequate, accessible free parking spaces for client use as needed. In addition, such facilities will meet accessibility standards under the Americans with Disabilities Act (ADA) and WIOA Section 188 requirements.

Sub-recipient will provide equal access for individuals with disabilities for all public areas, including reception areas, waiting rooms, interview booths, public restrooms, and public drinking fountains. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality, including locked cabinet or desk storage. No information that would personally identify the individual may be included in email correspondence.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the WDB/WIOA umbrella of services prior to implementation and provide copies of outreach documents. The Sub-recipient will attend monthly WDB/One-Stop Operator meetings to leverage the capabilities of other AJCC partners to provide comprehensive system support for participants.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the WDB name as the overarching brand for WIOA services in Solano County. In addition, appropriate accessibility and accommodations language must be included on any collateral used.

Official WIOA forms utilized by the Sub-recipient must be shared and approved in writing by WDB.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain WIOA documentation as mandated by federal, state, and local guidelines. Documentation includes both hard copy documentation of eligibility, activities, and outcomes, as well as data entry of enrollment, services, and outcomes in the CalJOBS system. At the minimum, each case file shall include documentation of each of the following: all eligibility and data validation items; assessments; the ISS; progress reports; case notes; outcomes information and verification. All documentation will be clearly identifiable and readily accessible.

The WDB shall have full and free access to such documents and records at all times during normal business hours, including the right to inspect, copy, audit, and make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB shall have access to such records in the event any audit is required.

All reports, records, documents, and other materials prepared by the Sub-recipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB or upon the termination of this contract. Sub-recipient shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Sub-recipient may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

H. REPORTING REQUIREMENTS

Sub-recipient must be aware of any changes occurring during the period of a participant's enrollment and must report program activity entries, completions, placements and/or other terminations as soon as they occur and appropriately document them. Sub-recipient shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes.

The Sub-recipient must submit monthly performance report containing quantitative outcomes in a format co-designed with the WDB. In addition, Sub-recipient shall submit a summary that includes highlights of activities for the month, any success stories, and any challenges or technical assistance needed.

I. OUTCOMES

Sub-recipient will provide fifty (50) participants within the first year of the contract, and each year thereafter replacements by the numbers served, with the essential skills, abilities, and knowledge necessary to effectively improve their opportunities for success in the following areas:

- a. Goal achievement documented in participants' ISS;
- b. Provision of appropriate supportive services, as needed, to accomplish documented goals;

- c. Work Experiences appropriate to participants' career interests for skill development and enhanced employment opportunities;
- d. Participation in any of the 14 WIOA Program Elements as appropriate and identified in their ISS.

Measure	Goal
Number Enrolled	50
Work Experience Placements	30
Placed in Employment	30
Median Earning	\$12.00

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient must submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Leverage Business Services unit to support development of Work Experience sites throughout Solano County;
2. Support outreach and recruitment of targeted youth through AJCC and WDB efforts;
3. Provide vocational training funds for participants through collaborative case management as needed;
4. Support job placement of participants in high-demand, available occupations in the local area;
5. Provide labor market information and county industry profiles as appropriate;
6. Evaluate and monitor the management and operations of all programs funded by the WDB, including annual fiscal and programmatic monitoring, including:
 - ADA, equal opportunity, and accessibility compliance reviews;
 - Fiscal and procurement compliance;
 - Accurate expenditures against cost categories and within cost limitations specified in WIOA regulations;
 - Programmatic delivery and documentation compliance.
7. Provide technical assistance to sub-recipient staff in the areas of WIOA compliance, Cal JOBS data entry and performance;
8. Inform sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
9. Ensure compliance with all rules, regulations, and policies issued under WIOA;
10. Process payments for services; and

11. Include sub-recipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and sub-recipient may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to WIOA Youth implementation.

Exhibit B
PROJECT BUDGET SUMMARY

BUDGET SUMMARY (Cost Categories)	PROGRAM	WORK EXPERIENCE ("WEX")	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Program Director (.05 FTE)	\$10,000	\$0	\$10,000
Program Manager (.80 FTE)	\$26,000	\$78,000	\$104,000
Vocational Specialist (1 FTE)	\$38,000	\$114,000	\$152,000
Secretary (.10 FTE)	\$12,000	\$0	\$12,000
Vallejo City USD Vocational Specialist	\$11,500	\$34,500	\$46,000
SUBTOTAL PERSONNEL:	\$97,500	\$226,500	\$324,000
YOUTH PARTICIPANT COSTS <i>(Program Only)</i>			
Supportive Services	\$8,000	\$0	\$8,000
Work Experience Salaries / Mandatories	\$0	\$102,000	\$102,000
Work Experience Program Supplies	\$0	\$8,000	\$8,000
Incentives	\$5,000	\$12,500	\$17,500
SUBTOTAL YOUTH PARTICIPANT COSTS:	\$13,000	\$122,500	\$135,500
OPERATING COSTS			
Operating Expenses	\$20,639	\$21,000	\$41,639
Indirect Cost Rate (if any) %: 9.75	\$48,861	\$0	\$48,861
SUBTOTAL OPERATING COSTS:	\$69,500	\$21,000	\$90,500
CONTRACT TOTALS:	\$180,000	\$370,000	\$550,000

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Sub-recipient. The Sub-recipient will not be reimbursed for any out of pocket costs.
2. This Contract amount is based upon annual WIOA Youth allocations and is subject to change. The WDB reserves the right to reallocate funds within this budget based on program needs. Funding is based on a cost-reimbursable model. The availability and allocation of funds is determined by the WDB.
3. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB on the WDB's "Budget Modification Request Form".

Budget line item transfers that exceed 10% of the budget cost category total amount may be made only upon prior written approval of WDB, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.

4. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the following deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President of his/her designee.
5. The Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$550,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Exhibit C

Workforce Development Board of Solano County

General Terms and Conditions

1. Closing Out

The WDB will pay the Sub-recipient's final request for payment providing Sub-recipient has paid all financial obligations undertaken pursuant to this Contract. If Sub-recipient has failed to pay all obligations outstanding, WDB will withhold from the Sub-recipient's final request for payment, the amount of such outstanding financial obligations owed by Sub-recipient. Sub-recipient is responsible for WDB's receipt of a final request for payment 30 days after termination of this contract.

2. Time

Time is of the essence in all terms and conditions of this Contract.

3. Time of Performance

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional license/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the WDB's Planning Unit.

4. Termination

A. This Contract may be terminated by WDB or Sub-recipient, at any time with or without cause, upon 30 days written notice from one to the other.

B. WDB may terminate this Contract immediately upon notice of Sub-recipient's malfeasance.

C. Following termination, WDB will reimburse Sub-recipient for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Sub-recipient is in default of this Contract.

5. Signature Authority

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. Representations

A. WDB relies upon Sub-recipient's professional ability and training as a material inducement to enter into this Contract. Sub-recipient represents that Sub-recipient will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. WDB's acceptance of Sub-recipient's work shall not constitute a waiver or release of Sub-recipient from professional responsibility.

B. Sub-recipient further represents that Sub-recipient possesses current valid appropriate licensure, including, but not limited to driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. Insurance

A. Without limiting Sub-recipient's obligation to indemnify WDB, Sub-recipient must 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 under this Contract and the results of that work by Sub-recipient, Sub-recipient's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance:

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto)

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Sub-recipient must maintain limits no less than

1. General Liability: (Including operations, products and completed operations.)	\$1,000,000	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury and property damage
3. Workers' Compensation		as required by the State of California
4. Employers Liability Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury of disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Sub-recipient's services under this Contract, Sub-recipient must maintain the following insurance coverage:

1. Cyber Liability:	\$1,000,000	per incident with the aggregate limit of twice the required limit
2. Professional Liability: Aggregate	\$1,000,000 \$2,000,000	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured relations must be declared to and approved by the WDB. At the option of the WDB, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to WDB, its officers, officials, agents, employees and volunteers; or;

(2) Sub-recipient must provide a financial guarantee satisfactory to WDB guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The WDB of Solano County, its officers, officials, agents, employees, and volunteers must be included as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Sub-recipient; and with respect to liability arising out of work or operations performed by or on behalf of Sub-recipient including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Sub-recipient's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers is excess of Sub-recipient's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Sub-recipient agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the WDB.

I. Verification of Coverage

(1) Sub-recipient must furnish WDB with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.

(3) WDB must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) WDB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. Best Efforts

Sub-recipient represents that Sub-recipient will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to the WDB's reasonable satisfaction.

9. Default

A. If Sub-recipient defaults in Sub-recipient's performance, WDB shall promptly notify Sub-recipient in writing. If Sub-recipient fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and Sub-recipient fails to commence to cure the default within 30 days after notification, then Sub-recipient's failure shall terminate this Contract.

B. If Sub-recipient fails to cure default within the specified period of time, WDB may elect to cure the default and any expense incurred shall be payable by Sub-recipient to WDB.

C. If WDB serves Sub-recipient with a notice of default and Sub-recipient fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Sub-recipient's default, WDB shall be entitled to recover from Sub-recipient all damages allowed by law.

10. Indemnification

A. Sub-recipient will indemnify, hold harmless and assume the defense of the WDB, its officers, employees, agents and board members from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Sub-recipient's operations or from any persons directly or indirectly employed by, or acting as agency for, Sub-recipient, excepting the negligence or willful misconduct of the WDB. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Sub-recipient's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Sub-recipient from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Sub-recipient's operations regardless if any insurance is applicable or not.

11. Independent Sub-recipient

A. Sub-recipient is an independent Sub-recipient and not an agent, officer or employee of the WDB. The parties mutually understand that this Contract is between two independent Sub-recipients and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Sub-recipient shall have no claim against WDB for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

- C. Sub-recipient is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Sub-recipient shall indemnify and hold WDB harmless from any liability which WDB may incur because of Contractor's failure to pay such obligations, as set forth in this paragraph.
- E. As an independent contractor, Sub-recipient is not subject to the direction and control of the WDB except as to the final result contracted for under this Contract. WDB may not require Sub-recipient to change Sub-recipient's manner of doing business, but may require redirection of efforts to fulfill this Contract.
- F. Sub-recipient may provide services to others during the same period Sub-recipient provides service to WDB under this contract.
- G. Any third persons employed by Sub-recipient shall be under Sub-recipient's exclusive direction, supervision and control. Sub-recipient shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Sub-recipient shall indemnify and hold WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Contract. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, Sub-recipient shall have no duty to indemnify and hold WDB-SC harmless for that particular claim.
- I. Sub-recipient, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. Responsibilities of Sub-recipient

- A. The parties understand and agree that Sub-recipient possesses the requisite skills necessary to perform the work under this Contract and WDB relies upon such skills. Sub-recipient pledges to perform the work skillfully and professionally. WDB's acceptance of Sub-recipient's work does not constitute a release of Contractor from professional responsibility.
- B. Sub-recipient verifies that Sub-recipient has reviewed the scope of work to be performed under this Contract and agrees that the contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.
- C. To fully comply with the terms and conditions of this Contract, Sub-recipient shall:
 - (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
 - (3) Submit monthly reimbursement claims for expenditures that are directly associated with this contract;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and,

(5) Retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the contract award or for three (3) years from the date of termination, whichever is later.

13. Compliance with Law

A. Sub-recipient shall comply with all federal, state and local laws and regulations applicable to Sub-recipient's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Sub-recipient represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by WDB as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. Confidentiality

A. Sub-recipient shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Sub-recipient shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Sub-recipient shall promptly transmit to WDB all requests for disclosure of confidential information related to this Contract.

D. Except as otherwise permitted by this Contract or authorized by the client, Sub-recipient shall not disclose any confidential information related to this Contract to anyone other than the State of California without prior written authorization from WDB.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photography. Client shall include individuals receiving services pursuant to this Contract.

15. Conflict of Interest

A. Sub-recipient represents that Sub-recipient and/or Sub-recipient's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Sub-recipient shall employ or retain no such person while rendering services under this Contract. Services rendered by Sub-recipient's associates or employees shall not relieve Sub-recipient from personal responsibility under this clause.

B. Sub-recipient has an affirmative duty to disclose to the WDB in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. Drug Free Workplace

Sub-recipient represents that Sub-recipient is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. Health and Safety Standards

Sub-recipient shall abide by all health and safety standards set forth by the State of California.

18. Child/Adult Abuse

If services pursuant to this Contract will be provided to children and/or elder adults, Sub-recipient represents that Sub-recipient is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et. seq.) requiring reporting of suspected abuse.

19. Inspection

Authorized representatives of WDB, the State of California and/or the federal government may inspect and/or audit Sub-recipient's performance, place of business and or records pertaining to this Contract.

20. Nondiscrimination

A. In rendering services under this contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. Subcontractor and Assignment

A. Services under this Contract are deemed to be personal services.

B. Sub-recipient shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the WDB's Business & Resource Services Manager, applicable Division Manager or his her designee and the President/Executive Director subject to any required state or federal approval.

C. If WDB consents to the use of subcontractors, Sub-recipient shall require and verify that its subcontractor maintain insurance meeting all of the requirements stated in Section 7 above.

D. Assignment by Sub-recipient of any monies due shall not constitute an assignment of the Contract.

22. Unforeseen Circumstances

Sub-recipient is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Sub-recipient's reasonable control, provided Sub-recipient gives written notice to WDB of the cause of the delay within ten (10) days of the start of the delay.

23. Notice

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

24. Nonrenewal

Sub-recipient acknowledges that there is no guarantee that WDB will renew Sub-recipient's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Sub-recipient's service.

25. WDB's Obligation Subject to Availability of Funds

A. The WDB's obligation under this Contract is subject to the availability of authorized funds. The WDB may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy to the WDB, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the WDB may, upon written Notice to the Sub-recipient, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Directors of the Workforce Development Board of Solano County and ratified by the County of Solano Board of Supervisors (over \$50,000). If the Contract is terminated for non-appropriation of funds:

i. The WDB will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and,

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Directors of the Workforce Development Board of Solano County of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to the WDB. If applicable funding is reduced, WDB may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

26. Changes and Amendments

A. WDB may request changes in Sub-recipient's scope of service. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

27. Choice of Law

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding in law or equity that may be brought in connection with this Contract.

28. Health Insurance Portability and Accountability Act

Sub-recipient represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information that may be obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements, if applicable.

29. Waiver

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

30. Conflicts in the Contract Documents

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the WDB shall supersede any inconsistent term in these documents.

31. Faith Based Organizations

A. Sub-recipient agrees and acknowledges that WDB may make funds available for programs or services affiliated with religious organizations under the following conditions:

(a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not support religious activities; (c) the organization complies with the terms and conditions of this Contract.

B. Sub-recipient agrees and acknowledges that WDB may not make funds available for programs or services affiliated with a religious organization that (a) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, citizenship, or known disability; (b) will use the funds for a religious purpose, (c) will use funds for a program or service that subject its participants to religious education.

C. Sub-recipient agrees and acknowledges that all recipients of funding from WDB must (a) comply with all legal requirements and restrictions imposed upon government funded activities set forth in Article IX, section 8 and Article XVI section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

32. Pricing

Should Sub-recipient, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to WDB for all future services.

33. Use of Provisions, Terms, Conditions and Pricing by Other Public Agencies

Sub-recipient and WDB agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Sub-recipient, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. WDB is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall be virtue of doing so be deemed to indemnify and hold harmless WDB from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. WDB makes no guarantee of usage by other users of this contract nor shall the WDB incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Sub-recipient.

34. Disbarment or Suspension of Sub-recipient

A. Sub-recipient represents that its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal health programs as defined in 42 WSC § 1320a-7b(f) (the “Federal Healthcare Programs”) or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Sub-recipient being excluded for participation in Federal healthcare programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Sub-recipient must immediately notify the WDB of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Sub-recipient agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in WDB processing of Contractor’s payment.

35. Execution of Counterparts

This contract may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by email delivery of a “.pdf” format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature pay were an original signature.

36. Entire Contract

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by WDB or Sub-recipient other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Contract Extension

Notwithstanding Section 2 of the Service Agreement Contract, and unless terminated by either party prior to March 31, 2021, this Agreement shall be automatically extended from April 1, 2021 through March 31, 2022 to allow for continuation of services and sufficient time to complete novation or renewal contract.

2. Special Responsibilities of Sub-recipient

- Submit verification of non-profit status, if a requirement for the award of this Contract;
- Provide an audit report, including a management letter to the WDB annually;
- Conduct an audit, at Sub-recipient's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended and provide the audit to WDB within 30 days of Completion;
- Provide an unaudited statement of revenue and expenditures to WDB within 30 days of completion of the project if funds awarded to Sub-recipient are \$100,000 or less.