

**SERVICE
AGREEMENT
CONTRACT**



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-25-013

1. This Contract is entered into between the Workforce Development (WDB) of Solano County and California Human Development for Workforce Innovation and Opportunity Act (WIOA) Youth Program Services
2. The term of this Contract is: July 1, 2025 through June 30, 2026
3. The Maximum amount of this contract is: \$ 300,000

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 – WIOA Special Terms and Conditions

Workforce Development Board

BY: Marion J. Aiken
Marion J. Aiken (Jun 30, 2025 16:41 PDT)

Authorized Signature

NAME: Maion Aiken

TITLE: Interim Executive Director

DATE: 06/30/2025

ADDRESS: 500 Chadbourne Road, Suite A
Fairfield, CA 94534

APPROVED AS TO FORM

Kimberley Glover
Kimberley Glover (Jun 6, 2025 13:35 PDT)

Solano County Counsel Signature

California Human Development

BY: Heather Henry

Authorized Signature

NAME: Heather Henry

TITLE: Chief Executive Officer

DATE: 06/06/2025

ADDRESS: 3510 Unocal Place, Suite 200
Santa Rosa, CA 95403

COUNTY OF SOLANO

BY: W.E. Emlen
William Emlen (Jun 30, 2025 16:20 PDT)

Authorized Signature

NAME: William Emlen

TITLE: County Administrator

DATE: 06/30/2025

ADDRESS: 675 Texas Street, Suite 6500
Fairfield, CA 94533

**EXHIBIT A
SCOPE OF WORK**

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide an engaging, valuable service to targeted Solano County out-of-school youth.
2. Start-up year-round services meeting WIOA Youth requirements and regulations, per federal, state, and local guidance.
3. Utilize creative methods in developing youth and young adults in our community into strong leaders.
4. Leverage resources and collaborative partnerships and provide cross-services that will result in a decrease in the cost of services.
5. Document and communicate youth progress in a reliable, professional and responsible manner.

B. SERVICE ACTIVITIES

Subrecipient will conduct start-up activities to provide the service activities as defined in the categories listed below to accomplish the goal of the WIOA Youth program.

1. ***Outreach and Recruitment*** – Subrecipient 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.

While the Subrecipient may serve all categories of WIOA Out of School Youth, recruitment efforts will focus on the following subsets:

- a. Youth residing in rural/agricultural areas and smaller towns (e.g. Dixon, Rio Vista)
 - b. Youth whose education or career plans remain disrupted by the pandemic, particularly those who have not pursued further education or training.
 - c. Youth who are skills deficient and/or have limited English proficiency
2. ***Eligibility Determination and an Objective Assessment*** – Subrecipient shall be responsible for eligibility determination for WIOA services. 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

Subrecipient. Thereafter, the Subrecipient shall be solely responsible for eligibility determination.

3. ***Assessment and Addressing of Barriers*** – Subrecipient 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. Academic assessments approved by the California Employment Development Department will be used to determine academic levels for each participant, including CASA testing. Supportive services will be used, where appropriate, to reduce barriers to educational and employment goals.
4. ***Individual Service Strategy (ISS)*** – Subrecipient shall provide Individual Service Strategy (ISS) development to identify appropriate services for each enrolled participant. Subrecipient shall make the 14 WIOA Program Elements available to participants in accordance with their ISS. An individual plan will be developed based on assessment results, youth's needs, career interests, and local labor market data to establish short- and long-term SMART goals, benchmarks and measurable progress towards education and career development. The ISS will be reviewed periodically with the participant.
5. ***Career Coaching Services*** – Subrecipient will provide career coaching and case management that focuses on building employability skills to prepare youth for work experience, occupational training, and educational opportunities.
Services include:
 - Job Readiness Skills Training
 - Post-Secondary Education Skill Development
 - Wrap-around support through case management
6. ***Work Experience/Work-Based Learning Experience*** – Subrecipient will provide enrolled 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, but may exceed, 100 hours.

The Subrecipient will provide occupational learning opportunities through work experience to include, but not limited to, the following:

- Job Shadowing opportunities
- Employability skills / job readiness training to prepare youth for a work experience
- Orientation sessions for participants and/or employers
- Pre-apprenticeship programs that meet WIOA requirements
- Paid or unpaid work experience / internships
- On-the-Job Training (OJT) opportunities

The Subrecipient will develop worksite agreements with employers that describe each specific work assignment and clearly outline the expectations of the Subrecipient, employer, and participant. The Subrecipient 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

Subrecipient site with a copy placed in the client's file available to the WDB upon request. The Subrecipient must also ensure that all WIOA requirements for worksite agreements are met.

7. ***Job Placement / Post-Secondary Education Enrollment Services*** – Subrecipient will offer job placement supports to enrolled 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*** – Subrecipient shall enter case notes, appropriate youth service codes, and outcomes data into the state CalJOBS system as they occur for enrolled participants. 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.
9. ***Work Plan*** – Subrecipient will follow the work plan as outlined in their proposal. If significant delays occur that impact the work plan timeline, subrecipient will notify the WDB
10. ***14 WIOA Program Elements*** – The 14 Elements provides WIOA's vision for supporting youth and young adults through an integrated service delivery system. Subrecipients, in partnership with the WDB, must ensure that all California Human Development enrolled youth 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. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient 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. Provide services during scheduled business days and/or hours appropriate to program participants' needs;
 - d. Provide a regular location in where services can be reliably provided for program participants, with program efforts in Fairfield, Suisun, Vallejo, Dixon, and Rio Vista;
 - e. Participate in system-wide training and staff development opportunities provided by the WDB;
 - f. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) requirements;
 - g. Enter participant data into the state CalJOBS system and maintain a hard copy file as appropriate; and
 - 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 subrecipient's duties and responsibilities pursuant to the terms and conditions of this contract.

B. HOURS OF OPERATIONS

Subrecipient 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. SUBRECIPIENT'S RESOURCES

Subrecipient 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. Subrecipient 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

Subrecipient 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.

Subrecipient 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 Subrecipient will maintain regular communication with WDB staff. As part of this communication, the Subrecipient 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 Subrecipient 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 Subrecipient 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, as well as Steven's Amendment acknowledgement language, must be included on any collateral used.

Official WIOA forms utilized by the Subrecipient must be shared and approved in writing by WDB.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain WIOA documentation as mandated by federal, state, and local guidelines. Documentation includes both copies of documentation of eligibility, activities, and outcomes either in hard copy or digital form, 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 Subrecipient 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. Subrecipient 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. Subrecipient 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

Subrecipient 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. Subrecipient shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes.

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

I. OUTCOMES

Subrecipient will provide thirty (30) 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 documents in participants' ISS;
- b. Provision of appropriate supportive services, as needed, to accomplish documented goals;
- c. Work Experience 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	30
Work Experience Placements	30
Work Experience Completion	26
Placed in Employment or Secondary Education	21
Median Earning	\$17.05

If actual performance deviates more than 15% from the agreed upon performance measures, the Subrecipient may be requested to 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 access to 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 requested;
6. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;

- Annual fiscal and procurement compliance reviews;
- Annual performance and WIOA programmatic compliance reviews;
- Period review of accurate expenditures against cost categories and within cost limitations specified in WIOA regulations;
- Periodic review of programmatic delivery and documentation compliance.

7. Provide technical assistance to subrecipient staff in the areas of WIOA compliance, CalJOBS data entry and WIOA performance measures;
8. Inform Subrecipient 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 Subrecipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and subrecipient 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 (Includes Salary + Benefits)			
Deputy Director, FWS	\$4,526	0	\$4,526
Compliance Manager	\$3,750	0	\$3,750
CHD Chief Operating Officer	\$6,862	0	\$6,862
Senior Case Manager	\$4,805	0	\$4,805
Manager Eastern Region	\$7,852	0	\$7,852
Case Manager, To Be Hired	\$68,640	0	\$68,640
Fringe Benefits	\$22,306	0	\$22,306
SUBTOTAL PERSONNEL:	\$ 118,741	\$ 0	\$118,741
YOUTH PARTICIPANT COSTS			
Participant Wages	0	\$ 96,000	\$ 96,000
Fringe Benefits	0	9,063	9,063
Supportive Services	\$30,000	0	30,000
SUBTOTAL YOUTH PARTICIPANT COSTS:	\$ 30,000	\$ 105,063	\$ 135,063
PROGRAM OPERATING COSTS			
Staff Travel	\$3,200		\$3,200
Program Supplies	\$6,200		\$6,200
Rent and Utilities	\$4,050		\$4,050
Conference & Training	\$3,150		\$3,150
Consultants	\$3,500		\$3,500
Audit and Insurance Services	\$3,400		\$3,400
SUBTOTAL OPERATING COSTS:	\$ 23,500	\$ 0	\$ 23,500
ADMINISTRATIVE COSTS			
De minimus Admin Rate (15%):	\$22,696		\$22,696
SUBTOTAL OPERATING COSTS:	\$ 22,696	\$ 0	\$ 22,696
CONTRACT TOTALS:			
	\$ 194,937	\$ 105,063	\$ 300,000

1. Funding is based on a cost-reimbursable model. 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 Subrecipient. The Subrecipient 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. The availability and allocation of funds is determined by the WDB.

3. Subrecipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Project 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 in writing. 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. Subrecipient shall gain approval from the WDB on the participant wages structure and payment in writing before participants receive Work Experience-related wages.
5. The WDB agrees to compensate the Subrecipient for services rendered upon receipt of a properly submitted invoice accompanied by documentation supporting the deliverables outlined in the Scope of Work (Exhibit A). The Subrecipient shall submit monthly invoices itemizing the work completed for each deliverable, along with the corresponding payment amount, to the WDB's Executive Director/President or their designee. Invoices must be submitted by the 15th day of the following month. Payment shall be issued only after the services have been satisfactorily performed and the deliverables, as specified in Exhibit A, have been accepted in writing by the Executive Director/President or their designee.
6. The Subrecipient shall provide any additional documentation as required by WDB at any time in order to substantiate Subrecipient's claims for payment. WDB may elect to withhold payment for failure by Subrecipient to provide such documentation required by WDB.
7. Subrecipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Subrecipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Subrecipient must meet the criteria set forth in this Exhibit.
8. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$300,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

EXHIBIT C
GENERAL TERMS & CONDITIONS

1. Closing Out

- A. The WDB will pay the Subrecipient's final request for payment providing Subrecipient has paid all financial obligations undertaken pursuant to this Contract. If Subrecipient has failed to pay all obligations outstanding, WDB will withhold from the Subrecipient's final request for payment, the amount of such outstanding financial obligations owed by Subrecipient. Subrecipient is responsible for WDB's receipt of a final request for payment 30 days after termination of this contract.
- B. A final undisputed invoice shall be submitted for payment no later than sixty (60) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by WDB. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of WDB under this Contract have ceased and that no further payments are due or outstanding.
- C. The WDB may, at its discretion, choose not to honor any delinquent final invoice if the Subrecipient fails to obtain prior written approval of an alternate final invoice submission deadline. Written WDB approval for an alternate final invoice submission deadline shall be sought from the WDB prior to the expiration or 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 Subrecipient, 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 Subrecipient's malfeasance.
- C. Following termination, WDB will reimburse Subrecipient for all expenditures made in good faith, as deemed by WDB, that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Subrecipient 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 Subrecipient's professional ability and training as a material inducement to enter into this Contract. Subrecipient represents that Subrecipient 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 Subrecipient's work shall not constitute a waiver or release of Subrecipient from professional responsibility.

B. Subrecipient further represents that Subrecipient 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 Subrecipient's obligation to indemnify WDB, Subrecipient 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 Subrecipient, Subrecipient's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance:

Coverage, as applicable to the contracted work, 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

Subrecipient 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 or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Subrecipient's services under this Contract, Subrecipient 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 Subrecipient maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by Subrecipient. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the WDB. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Subrecipient under this Contract.

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) Subrecipient 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 Subrecipient; and with respect to liability arising out of work or operations performed by or on behalf of Subrecipient 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 (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Subrecipient's insurance policy, or as a separate owner's policy). 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, Subrecipient's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers in excess of Subrecipient's insurance and shall not contribute to it.
- (3) If Subrecipient's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement or intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the WDB in the care, custody or control of the Subrecipient. If not covered under the Subrecipient's Professional Liability policy, such "property" coverage of the WDB may be endorsed onto the Subrecipient's Cyber Liability Policy.
- (3) Should any of the above-described policies be cancelled prior to the policies' expiration date, Subrecipient agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Subrecipient agrees to waive subrogation which any insurer of Subrecipient may acquire from Subrecipient by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Worker's Compensation policy must be endorsed with a waiver of subrogation in favor of WDB for all work performed by Subrecipient, its employees, agents and subcontractors.

I. 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.

J. Verification of Coverage

- (1) Subrecipient 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

Subrecipient represents that Subrecipient 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 Subrecipient defaults in Subrecipient's performance, WDB shall promptly notify Subrecipient in writing. If Subrecipient fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and Subrecipient fails to commence to cure the default within 30 days after notification, then Subrecipient's failure shall terminate this Contract.
- B. If Subrecipient 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 Subrecipient to WDB. The contract may be terminated at WDB's sole discretion.
- C. If WDB serves Subrecipient with a notice of default and Subrecipient fails to cure the default, Subrecipient waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Subrecipient's default, WDB shall be entitled to recover from Subrecipient all damages allowed by law.

10. Indemnification

- A. Subrecipient 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 Subrecipient's operations or from any persons directly or indirectly employed by, or acting as agency for, Subrecipient, 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 Subrecipient's services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Contract does not relieve Subrecipient from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Subrecipient's operations regardless if any insurance is applicable or not.

11. Independent Contractor

- A. Subrecipient is an Independent Contractor and not an agent, officer, or employee of the WDB. The parties mutually understand that this Contract is between two Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- B. Subrecipient 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. Subrecipient is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Subrecipient shall indemnify and hold WDB harmless from any liability which WDB may incur because of Subrecipient's failure to pay such obligations nor shall WDB be responsible for any employer-related costs not otherwise agreed to in advance between the WDB and Subrecipient.
- E. As an independent contractor, Subrecipient 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 Subrecipient to change Subrecipient's manner of doing business but may require redirection of efforts to fulfill this Contract.
- F. Subrecipient may provide services to others during the same period Subrecipient provides service to WDB under this contract.
- G. Any third persons employed by Subrecipient shall be under Subrecipient's exclusive direction, supervision, and control. Subrecipient 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, Subrecipient 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, Subrecipient shall have no duty to indemnify and hold WDB harmless for that particular claim.

- I. Subrecipient, 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 Subrecipient

- A. The parties understand and agree that Subrecipient possesses the requisite skills necessary to perform the work under this Contract and WDB relies upon such skills. Subrecipient pledges to perform the work skillfully and professionally. WDB's acceptance of Subrecipient's work does not constitute a release of Subrecipient from professional responsibility.
- B. Subrecipient verifies that Subrecipient has reviewed the scope of work to be performed under this Contract and agrees that the subrecipient'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, Subrecipient shall:
 - (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - (4) 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;
 - (5) Submit monthly reimbursement claims for expenditures that are directly associated with this Contract;
 - (6) 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. Subrecipient shall comply with all federal, state, and local laws and regulations applicable to Subrecipient's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. To the extent federal funds are used in whole or in part to fund this Contract, Subrecipient specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).
- C. In addition, Subrecipient is responsible for complying with all rules and regulations (as they exist and as they are amended from time to time) all WDB funding sources, including but not limited to the Workforce Investment and Opportunities Act ("WIOA"), local, state, and federal agencies, if applicable.

D. Subrecipient 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. Subrecipient shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.
- B. Subrecipient shall not use client specific information for any purpose other than carrying out Subrecipient's obligations under this Contract.
- C. Subrecipient 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, Subrecipient 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. Subrecipient represents that Subrecipient and/or Subrecipient'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. Subrecipient shall employ or retain no such person while rendering services under this Contract. Services rendered by Subrecipient's associates or employees shall not relieve Subrecipient from personal responsibility under this clause.
- B. Subrecipient 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

Subrecipient represents that Subrecipient 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

Subrecipient 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, Subrecipient represents that Subrecipient 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 Subrecipient's performance, place of business and or records pertaining to this Contract.

20. Nondiscrimination

- A. In rendering services under this contract, Subrecipient 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, Subrecipient 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. Subject to any required state or federal approval, Subrecipient shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the WDB's President/Executive Director subject to any required state or federal approval.
- C. If WDB consents to the use of subcontractors, Subrecipient shall require and verify that its subcontractor maintain insurance meeting all of the requirements stated in Section 7 above.
- D. Assignment by Subrecipient of any monies due shall not constitute an assignment of the Contract.

22. Unforeseen Circumstances

Subrecipient is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Subrecipient's reasonable control, provided Subrecipient 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, by prepaid first-class mail, or email 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

Subrecipient acknowledges that there is no guarantee that WDB will renew Subrecipient's services under a new contract following expiration or termination of this Contract. Subrecipient waives all rights to notice of non-renewal of Subrecipient'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 Subrecipient, 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 (if over \$75,000). 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 Subrecipient 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 Subrecipient's scope of service. Any mutually agreed upon changes, including any increase or decrease in the amount of Subrecipient'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

Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient, 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

Subrecipient 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 Subrecipient, 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 Subrecipient.

34. Disbarment or Suspension of Subrecipient

- A. Subrecipient represents that its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal funded programs; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Subrecipient being excluded for participation in federally funded programs.
- B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”) or any state healthcare programs.
- C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Subrecipient must immediately notify the WDB of any change in the status of the representation and warranty set forth in this section.
- D. If services pursuant to this Contract involve federal-funded programs, Subrecipient 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 Subrecipient’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. Local Employment Policy

WDB desires, whenever possible, to hire qualified local residents to work on local projects. A local resident is defined as a person who resides in, or a business that is located within the County of operation. The WDB encourages an active outreach project on the part of its Subrecipients, consultants, and agents. When local projects require subcontractors, Subrecipient shall solicit proposals for qualified local residents where possible.

37. 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 Subrecipient other than those contained in it.

EXHIBIT D
WIOA SPECIAL TERMS AND CONDITIONS

1. Compliance

In performance of this subgrant agreement, Subrecipient will full comply with:

- The provisions of the Workforce Innovation and Opportunity Act (WIOA), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures, and amendments issued pursuant thereto.
- All State legislation and regulations to the extent permitted by federal law and all policies, directions and/or procedures, which implement WIOA.
- Title 2, Code of Federal Regulations (CFR) part 200 (Office of Management and Budget Guidance)
- Title 2, CFR Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- The Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants (37 CFR Part 401) for any small business or nonprofit organization.

2. System for Award Management

Subrecipients must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25, including obtaining a unique entity identifier unless exempt under 2 CFR 25.110. Entities may register after receipt of the award, but before invoices are processed and before the submission of mandatory reporting.

3. Steven's Amendment

Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects of programs funded in whole or in part with Department of Labor Federal funds, Subrecipient shall clearly state:

- The percentage of the total costs of the program or project which will be financed with Federal money;
- The dollar amount of Federal funds for the project or program; and
- The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

4. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 CFR 200.320.

5. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA Section 181, OMB Guidance, Uniform Requirements, federal regulations, state regulations, and local policy.

6. Disallowed Costs

Except to the extent that the WDB determines it will assume liability, the Subrecipient will be liable for and will repay to the WDB, any amounts expended under this subgrant found to not be in accordance with WIOA, including, but not limited to, disallowed costs. Such repayment will be from non-Federal funds.

7. Fraud, Abuse, or Other Criminal Activity

The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient will immediately report to the WDB any incidents of fraud, abuse, or other criminal activity in relation to this contract, the WIOA, or its regulations.

8. Accounting and Cash Management

Subrecipient will comply with controls, record keeping, and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursal of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient under this contract. Subrecipient will ensure that it does not have excess WIOA cash on hand. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit.

9. Program Income

Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with WIOA policies and regulations. Subrecipient will account for any such generated income separately.

10. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8-hour workday). Any fees paid in excess of this amount cannot be paid without prior approval from the WDB.

11. Federal Funding Accountability and Transparency Act (FFATA)

By signing this contract, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 CFR, part 25 and 2 CFR, part 170.

12. Priority Hiring Considerations

If this contract is in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Welfare and Institutions Code Section 11200.

13. Sweatfree Code of Conduct

The Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this contract have not 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. The Subrecipient will further adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations Board.

14. Child Support Compliance

For any contract in excess of \$100,000, the Subrecipient acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 of Part 5 of Division 9 of the Family Code.

15. Domestic Partners

For contracts over \$100,000, the Subrecipient certifies that it is in compliance with Public Contract Code Section 10295.3.

16. Lobbying Restrictions

The Subrecipient certifies to the lobbying restrictions in 2 CFR 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment. No federal funds may be paid 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.

17. Intellectual Property

Pursuant to 2 CFR 200.315, in an subgrant funded in whole or in part by the federal government, the State acquires the title to intangible property, as defined in 2 CFR 200.59, resulting directly or indirectly from the contract. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this contract will be licensed under a Creative Commons Attribution license.

18. Wage Standards

The Subrecipient shall maintain compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 40 U.S.C. 3141-3148) for prime construction contracts in excess of \$2,000. The Subrecipient shall also maintain compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

19. Clean Air and Water

Notwithstanding Exhibit C, Section 13, Subrecipient shall maintain compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) for any contract in excess of \$150,000. Further, Subrecipient shall maintain compliance with Section 6002 of the Solid Waste Disposal Act and 40 CFR part 247 for any contract in excess of \$10,000.

20. Special Responsibilities of Subrecipient

- 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 Subrecipient'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 Subrecipient are \$100,000 or less.



County of Solano Contract Review Worksheet

Contract Number:
(Dept., Division, FY, #)
Authority:
 Dept Head Execute
 CAO Execute
 BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: Workforce Development Board		2. Date: 6/6/25											
3. Contract Administrator: Tammy Gallentine		4. Phone Ext: 707-863-3501											
5. Contract Attributes:		<input type="checkbox"/> Original Bid/RFP Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? Bid/RFP No: FY-25-008 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Date 3/14/25 Please attach copy of Bid/RFP or justification.											
<input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number Contract No: PY-25-013 Date: 7/1/25 Please attach copies of original/amendments											
6. Description of Contract: First Year Contract with California Human Development for Workforce Innovation and Opportunity Act Youth Program Services		7. Name of Contractor: California Human Development											
		8. EIN SSN											
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
9. If yes: Name of Public Pension Plan: _____ Date of Retirement: _____													
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
10. If yes, please describe relationship: _____													
10. Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
10. If yes, please provide Department and describe relationship: _____													
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.													
12. Effective Date: Original Contract: 7/1/25 This amendment:		13. Termination Date: 6/30/26 By this amendment:											
14. Contract Budget: Original Contract Amount: \$ 300,000 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 300,000		15. Payment Terms: <table border="1"> <tr> <td><input type="checkbox"/> Prepaid</td> <td><input checked="" type="checkbox"/> Arrears</td> </tr> <tr> <td><input type="checkbox"/> Monthly</td> <td><input type="checkbox"/> Quarterly</td> </tr> <tr> <td><input type="checkbox"/> Fixed</td> <td><input type="checkbox"/> Progress</td> </tr> <tr> <td><input type="checkbox"/> Actual</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td><input type="checkbox"/> Estimate</td> <td></td> </tr> </table>	<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Fixed	<input type="checkbox"/> Progress	<input type="checkbox"/> Actual	<input type="checkbox"/> Other	<input type="checkbox"/> Estimate		16. Source of Funds: <input checked="" type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: _____ Fed Catalog No: State Legislation: <input type="checkbox"/> AB <input type="checkbox"/> SB
<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears												
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly												
<input type="checkbox"/> Fixed	<input type="checkbox"/> Progress												
<input type="checkbox"/> Actual	<input type="checkbox"/> Other												
<input type="checkbox"/> Estimate													
17. Fund: 903 Budget 7200 Unit: Sub-object: 3140		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO											
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/24/24													
20. Remarks													
21. Signature Route: <u>Tammy Gallentine</u> Department Contract Administrator Tammy Gallentine		Email tgallentine@solanowdb.org _____ Email _____ HR Analyst (for Contract Employees) or Risk Management (for insurance changes)											
Contractor Signatory Name (Informational only) Email		_____ Email _____ <u>Lauren Bender</u> Email lbender@solanowdb.org CAO Analyst											
Department Head or Designee <u>Lauren Bender</u> Email lbender@solanowdb.org		<u>Megan Richards</u> Email merichards@solanocounty.com _____ Email _____ Authorizing Signature (CAO/DH) William Emlen											
County Counsel Reviewer <u>Kimberley Glover</u> Email kgglover@solanocounty.com		_____ Email _____ _____ Email _____ _____ Email _____											

WDB_CHD WIOA Youth Services Agreement

Final Audit Report

2025-06-30

Created:	2025-06-06
By:	Tammy Gallentine (TLGallentine@SolanoCounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARMSLcG_XyJyFUpDwX9hN7JzppLNuVuEh

"WDB_CHD WIOA Youth Services Agreement" History

-  Document created by Tammy Gallentine (TLGallentine@SolanoCounty.gov)
2025-06-06 - 2:33:24 AM GMT
-  Document emailed to Kimberley Glover (KG Glover@SolanoCounty.gov) for signature
2025-06-06 - 2:37:06 AM GMT
-  Email viewed by Kimberley Glover (KG Glover@SolanoCounty.gov)
2025-06-06 - 2:37:14 AM GMT
-  Document e-signed by Kimberley Glover (KG Glover@SolanoCounty.gov)
Signature Date: 2025-06-06 - 8:35:06 PM GMT - Time Source: server
-  Document emailed to Heather Henry (heather.henry@cahumandev.org) for signature
2025-06-06 - 8:35:09 PM GMT
-  Email viewed by Heather Henry (heather.henry@cahumandev.org)
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-  Document e-signed by Heather Henry (heather.henry@cahumandev.org)
Signature Date: 2025-06-06 - 9:29:03 PM GMT - Time Source: server
-  Document emailed to Megan Richards (merichards@solanocounty.gov) for signature
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-  Email viewed by Megan Richards (merichards@solanocounty.gov)
2025-06-06 - 9:29:14 PM GMT
-  Document e-signed by Megan Richards (merichards@solanocounty.gov)
Signature Date: 2025-06-16 - 8:52:47 PM GMT - Time Source: server
-  Document emailed to Alicia Draves (AMDraves@SolanoCounty.gov) for approval
2025-06-16 - 8:52:50 PM GMT



Adobe Acrobat Sign

 Email viewed by Alicia Draves (AMDraves@SolanoCounty.gov)

2025-06-17 - 1:52:21 AM GMT

 Document approved by Alicia Draves (AMDraves@SolanoCounty.gov)

Approval Date: 2025-06-25 - 5:56:35 PM GMT - Time Source: server

 Document emailed to William Emlen (WFEmlen@SolanoCounty.gov) for signature

2025-06-25 - 5:56:38 PM GMT

 Email viewed by William Emlen (WFEmlen@SolanoCounty.gov)

2025-06-25 - 11:29:28 PM GMT

 Document e-signed by William Emlen (WFEmlen@SolanoCounty.gov)

Signature Date: 2025-06-30 - 11:20:48 PM GMT - Time Source: server

 Document emailed to maiken@solanowdb.org for signature

2025-06-30 - 11:20:51 PM GMT

 Email viewed by maiken@solanowdb.org

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