

**SERVICE
AGREEMENT
CONTRACT**



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-25-011

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Harder+Company Community Research (“Contractor”) for Solano Opportunity Youth Research Report services, funded by Workforce Innovation and Opportunity Act (WIOA)
2. The term of this Contract is: May 1, 2025 through October 31, 2025
3. The Maximum amount of this contract is: \$84,900

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 – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

Workforce Development Board of Solano County

BY: _____

Authorized Signature

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

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

APPROVED AS TO FORM

Kimberley Glover
Kimberley Glover (Apr 7, 2025 15:13 PDT)

Solano County Counsel Signature

Harder+Company Community Research

BY: Allison Wolpoff

Authorized Signature

NAME: Allison Wolpoff

TITLE: Partner

DATE: 04/07/2025

ADDRESS: 501 Washington Street, Suite 708
San Diego, CA 92103

COUNTY OF SOLANO

BY: _____

Authorized Signature

NAME: William Emlen

TITLE: County Administrator

DATE: _____

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

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Compile and analyze data from public sources and partners related to opportunity youth in Solano County culminating in a professional report.
2. Follow Workforce Innovation and Opportunity Act (WIOA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of gaining a deeper understanding of the demographics, characteristics, and needs of Solano County's young adult population, particularly of its at-risk and opportunity youth population.

1. ***Phase I Activities: Project Launch, planning and Design*** – Contractor will engage in an initial planning phase that will include the following activities. Contractor will also review background materials to include the WDB's 2018 *Solano Disconnection Youth Research Report*, the *Local Workforce Development Plan PY 2025-2028*, and other key background documents provided by the WDB.
 - *Virtual Kickoff Meeting* – Contractor will facilitate a kickoff meeting with the WDB and other relevant partners, as appropriate. The meeting will clarify WDB priorities and relevant context, confirm and refine research questions, identify relevant background materials, and discuss project management logistics.
 - *Discovery Conversations* – Contractor will conduct discovery conversations with up to four partners or stakeholders recommended by the WDB who can speak to the current system and landscape surrounding and involving youth services in Solano County, and who can identify priorities around data that would help inform future programming and decision making.
 - *Research Design and Workplan* – Following Phase 1 activities, Contractor will complete a research design and workplan that will guide the development of a Solano Opportunity Youth research report. The research design will include the final research questions along with the data collection methods and analysis plans used to capture them. The workplan will include a detailed action plan including timelines, roles, and responsibilities.
2. ***Phase II: Data Collection and Analysis*** – Contractor will conduct a thorough and comprehensive review of secondary data and collect primary data in partnership with the WDB.
 - *Literature Scan* – Contractor will conduct a broad literature scan of youth employment and training strategies for at-risk and opportunity youth, identifying best and emerging practices in the field.
 - *Secondary Data Review* – Contractor will update data sources utilized in the 2018 youth report, as available. Contractor will also identify other recent secondary data relevant to the project, focusing on data capturing how recent events have impacted

youth. This review will culminate in a learning inventory organized around Phase I-identified research questions.

- *Primary Data Collection* – Primary data collection will be conducted with youth and providers and will include the following activities:
 - *Youth Journey Mapping* – Contractor will conduct three (3) journey mapping sessions with 8-10 opportunity youth participating in WDB-funded youth activities.
 - *Service Provider Interviews* – Contractor will conduct up to six (6) interviews with service providers or leadership to ascertain assets, challenges, and needs of youth.
- 3. ***Phase III: Sensemaking and Reporting*** – Contractor will compile the data collected through previous phases that will include the following activities leading to a final report:
 - *Sensemaking Session* – Contractor will compile data collected and analyzed into a databook prior to facilitating a sensemaking session with WDB and partner staff. The goal of the session will be to preview data findings, garner feedback, and identify key themes for the report.
 - *Report Compilation* – Contractor will provide a draft report that will include key findings and incorporate relevant data visuals. Based on WDB feedback on the draft report, Contractor will produce a final report that will be ready for dissemination and publication.

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

- a. Deliver program services in accordance with the negotiated scope of work and budget;
- b. Provide and train qualified staff to plan and administer the contracted services;
- c. Provide organizational sustainability for duration of the Contract;
- d. Provide internal monitoring and oversight of program activities and requirements; and
- e. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Labor relating to contractor duties and responsibilities pursuant to the terms and conditions of this Contract.

B. CONTRACTOR’S RESOURCES

Contractor will implement and coordinate services and provide all necessary instructions, supervision, and supplies for program activities. Contractor shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

C. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality. No information that would personally identify an individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

D. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. Any documents connected with the contract and that use Contractor funds from the WDB must include the WDB name as the overarching brand for WIOA services in Solano County.

E. DOCUMENTATION AND RECORDS

The WDB shall have full and free access to any project 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 an audit is required.

All reports, records, documents, and other materials prepared by the Contractor in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. Contractor 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. Contractor may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

F. OUTCOMES

Contractor will provide the following deliverables:

Phase I Deliverables:

- Kickoff meeting agenda and notes
- Discovery conversation summary
- Research design and workplan

Phase II Deliverables:

- Learning inventory
- Youth journey mapping and provider interview protocols
- Primary data collection activity log

Phase III Deliverables:

- Databook
- Sensemaking session agenda and notes
- Draft Report
- Final Report

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide relevant background information and documentation to inform Contractor data collection and analysis during Phase I;

2. Provide timely feedback on reports and documentation;
3. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in WIOA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
4. Provide technical assistance to Contractor staff in the areas of WIOA compliance;
5. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give guidance as needed to implement them accordingly;
6. Ensure compliance with all rules, regulations, and policies issued under WIOA; and
7. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to WIOA upon written notification and in accordance with section 13 and 26 in Exhibit C.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	COSTS	TOTAL
PHASE I DELIVERABLES		
Kickoff Meeting Agenda and Notes	\$5813.33	\$5813.33
Discovery Conversation Summary	\$8,653.33	\$8,653.33
Research Design and Workplan	\$5,813.34	\$5,813.34
PHASE I SUBTOTAL:	\$20,280	\$20,280
PHASE II DELIVERABLES		
Learning Inventory	\$19,763.33	\$19,763.33
Youth Journey Mapping and Provider Interview Protocols	\$4,933.33	\$4,933.33
Primary Data Collection Activity Log	\$13,503.34	\$13,503.34
PHASE II SUBTOTAL:	\$38,200	\$38,200
PHASE III DELIVERABLES		
Databook	\$3,620	\$3,620
Sensemaking Session Agenda and Notes	\$3,620	\$3,620
Draft Report	\$13,390	\$13,390
Final Report	\$5,780	\$5,780
PHASE III SUBTOTAL:	\$26,410	\$26,410
CONTRACT TOTALS:	\$84,890	\$84,890

1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor's claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
3. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB.
4. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
5. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$84,900** 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 Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, WDB will withhold from the Contractor's final request for payment, the amount of such outstanding financial obligations owed by Contractor. Contractor 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 Contractor 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 Contractor, 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 Contractor's malfeasance.
- C. Following termination, WDB will reimburse Contractor 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 Contractor 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 Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor 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 Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

- B. Contractor further represents that Contractor 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 Contractor's obligation to indemnify WDB, Contractor 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 Contractor, Contractor'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

Contractor 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 Contractor's services under this Contract, Contractor 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. 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 Contractor 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) Contractor 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 Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor 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 Contractor'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, Contractor's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) If Contractor'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 Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the WDB may be endorsed onto the Contractor's Cyber Liability Policy.
- (3) Should any of the above-described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Sub0recipient may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, 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) Contractor 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

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

B. If Contractor 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 Contractor to WDB. The contract may be terminated at WDB's sole discretion.

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

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

10. Indemnification

A. Contractor 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 Contractor's operations or from any persons directly or indirectly employed by, or acting as agency for, Contractor, 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 Contractor's services, as well as during the progress of rendering such services.

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

11. Independent Contractor

- A. Contractor 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. Contractor 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. Contractor is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Contractor shall indemnify and hold WDB harmless from any liability which WDB may incur because of Contractor'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 Contractor.
- E. As an independent contractor, Contractor 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 Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.
- F. Contractor may provide services to others during the same period Contractor provides service to WDB under this contract.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision, and control. Contractor 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, Contractor 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, Contractor shall have no duty to indemnify and hold WDB-SC harmless for that particular claim.
- I. Contractor, 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 Contractor

- A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and WDB relies upon such skills. Contractor pledges to perform the work skillfully and professionally. WDB's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

- B. Contractor verifies that Contractor 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, Contractor 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. Contractor shall comply with all federal, state, and local laws and regulations applicable to Contractor'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, Contractor 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, Contractor 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. Contractor 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. Contractor 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. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

- C. Contractor 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, Contractor 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. Contractor represents that Contractor and/or Contractor'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. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor 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

Contractor represents that Contractor 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

Contractor 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, Contractor represents that Contractor 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 Contractor'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. Subject to any required state or federal approval, Contractor 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, Contractor shall require and verify that its subcontractor maintain insurance meeting all of the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor 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

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

Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor, 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

Contractor 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 Contractor, 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 Contractor.

34. Disbarment or Suspension of Contractor

- A. Contractor 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 Contractor 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 Contractor 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, Contractor 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. 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 Contractors, consultants, and agents. When local projects require subcontractors, Contractor 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 Contractor other than those contained in it.

EXHIBIT D

WIOA SPECIAL TERMS AND CONDITIONS

1. Compliance

In performance of this subgrant agreement, Contractor 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. 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, Contractor 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.

3. Procurement Standards

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

4. Grievances and Complaint System

Contractor 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.

5. Disallowed Costs

Except to the extent that the WDB determines it will assume liability, the Contractor 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.

6. Fraud, Abuse, or Other Criminal Activity

The Contractor and/or auditors performing monitoring or audits of the Contractor 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.

7. Accounting and Cash Management

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

8. 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. Contractor will account for any such generated income separately.

9. 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.

10. Federal Funding Accountability and Transparency Act (FFATA)

By signing this contract, Contractor 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.

11. Priority Hiring Considerations

If this contract is in excess of \$200,000, the Contractor 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.

12. Sweatfree Code of Conduct

The Contractors 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 Contractor will further adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations Board.

13. Child Support Compliance

For any contract in excess of \$100,000, the Contractor 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.

14. Domestic Partners

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

15. Lobbying Restrictions

The Contractor 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.

16. 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.

17. Wage Standards

The Contractor 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 Contractor 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.

18. Clean Air and Water

Notwithstanding Exhibit C, Section 13, Contractor 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, Contractor 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.