



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Board of Director's Meeting

Friday, January 20, 2023

8:30 a.m. – 10:30 a.m.



500 Chadbourne Road, Suite A
Fairfield, CA 94534



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

BOARD OF DIRECTORS MEETING NOTICE

Friday, January 20, 2023

8:30 – 10:30 a.m.

**500 Chadbourne Road, Suite A
Fairfield, CA 94534**

MEETING AGENDA

- | | | |
|--------------|--|-------------|
| I. | Call to Order | |
| II. | Introductions | |
| III. | Agenda Additions/Deletions | |
| IV. | Public Comment – <i>Public comments on agenda items and items under the jurisdiction of the Board of Directors shall be made at this time. Written comments submitted by the public will also be read. Instructions for submitted comments are outlined in the Public Announcement of this meeting.</i> | |
| V. | Consent Calendar | Page |
| | A. Approval of November 18, 2022, Meeting Minutes | 1 |
| VI. | Informational Reports | |
| | A. Board Chair (Verbal) | |
| | B. Committee Chairs (Verbal) | |
| | C. President/Executive Director (Verbal) | |
| | D. Reports (Written) | 6 |
| VII. | Action Items | |
| | A. Approval of the New Workforce Board Appointment, Mr. Chris Huxsoll of Polaris Pharmaceuticals, Inc. | 25 |
| | B. Review and approve 7 Community Workforce Services contracts for a collective total amount not to exceed \$800,000 for the period of February 1, 2023, through January 31, 2024, funded by the American Rescue Plan Act; give President/Executive Director authority to finalize and sign approved contracts, and make administrative changes, as needed | 30 |
| | C. Review and approve ARPA Eligibility and Enrollment Policy, Change 1 | 101 |
| VIII. | Discussion | |
| | A. Concepts and Focus for the Local Workforce Plan Modification | |
| | B. Recap of December’s “The Real Role of Workforce Boards” Board Retreat | |
| IX. | Adjournment | |

Note: The next Board of Director’s meeting is scheduled for Friday, March 24, 2023

CONSENT CALENDAR



**MINUTES
BOARD OF DIRECTORS MEETING
November 18, 2022**

I. Call to Order

Board Chair, Fadi Halabi, called the meeting to order at 8:02 a.m. Quorum was established.

Members Present: Danny Bernardini, Suzanne Castano, Chris Churchill, Mark DeWeerd, Shannon Dodds, Tiffany Donahue, Mary Dugbartey, Mario Giuliani, Fadi Halabi, Melvinia King, Sabrina Martin, Stephen Reese, Jon Riley, and David Tam

Members Absent: Celia Esposito-Noy, Tim Healer, Gerald Huber, Viola Lujan, and Thomas Stuebner

Staff Present: Heather Henry, Lauren Bender, Tammy Gallentine, Marion Aiken, Michael Pryor, Tim Murrill, Brianna Boyd, Joyce Ugweje, Tracy White, Cynthia Seals-Roper, Brian Green, Lashunda Norris, Dawna Ferneau, Sonja Rockwell-Jackson, Matt Moon-Bailey, Sheryl Cutler, and Peter Zaragoza

Guests/General Public: Nancy Nelson, Justine Jennings, Kelli Courson, and Tobias Weare

II. Introductions

There were no introductions.

III. Agenda Changes/Deletions

There were no agenda changes and/or deletions to the agenda.

IV. Public Comment

There were no public comments.

V. Consent Calendar

A. Adoption of Resolution 2022-07 to Continue Remote Meetings Pursuant to AB361

B. Approval of September 23, 2022, Meeting Minutes

MOTION #1

A motion was made and seconded to approve the Consent Calendar.

(DeWeerd/King) MOTION PASSED UNANIMOUSLY

VI. Closed Session

At 8:03 a.m., Mr. Halabi closed the public meeting and adjourned into a closed session.

A. Pursuant to §54957.6 (b)(1) Update of Collective Bargaining Agreement Negotiations Between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2022, through September 30, 2024

B. Pursuant to §54957.6 (a) Review of Proposed Non-Represented Compensation and Salary Adjustments

VII. Reconvene Open Session

At 8:11 a.m., the public meeting was reconvened. The following report was given:

A. Pursuant to §54957.6(b)(1) Report on any Action Resulting from Closed Session

B. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session

On behalf of the Board members, Mr. Halabi thanked staff for their hard work finalizing the agreement and wished everyone great success. Ms. Henry asked members of the SEIU 1021 bargaining team to be recognized: Ms. Ferneau, Ms. Seals-Roper, Mr. Green, Ms. Norris, and Ms. Rockwell-Jackson. Mr. DeWeerdts congratulated all parties for a job well done.

MOTION #2

**A motion was made and seconded to approve the Collective Bargaining Agreement between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2022, through September 30, 2024, as presented.
(DeWeerdts/Churchill) MOTION PASSED UNANIMOUSLY**

MOTION #3

**A motion was made and seconded to adjust non-represented compensation and salaries to match represented compensation and salaries according to the new Collective Bargaining Agreement between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2022, through September 30, 2024.
(DeWeerdts/Dugbartey) MOTION PASSED UNANIMOUSLY**

VIII. Informational Reports

A. Board Chair

Board Chair, Mr. Halabi, announced Mr. Chris Huxsoll will be submitting an application in January to join the Board of Directors. Mr. Huxsoll plans to attend the Board Retreat in December to meet everyone in attendance. Ms. Henry added that Mr. Huxsoll is with Polaris Pharmaceuticals in Vacaville and will be a Business Representative for bio-manufacturing.

Mr. Halabi formally appointed Shannon Dodds, Viola Lujan, Tiffany Donahue, and Suzanne Castano to the Planning & Oversight Committee. Further, Thomas Stuebner and Shannon Dodds were appointed to the Budget Committee.

B. Committee Chairs

Ms. King thanked the new committee members for joining the Planning and Oversight Committee. At the November 1st meeting, the committee accepted the AJCC Internal Monitoring Initial Report. The final report will be provided at the January Board meeting. The committee discussed their roles and responsibilities and decided to continue the focus on compliance and strategy as apposed to having two committees. There was also a healthy discussion about recruitment and retaining new workforce, sector strategies,

C. President/Executive Director Report

Ms. Henry announced the last few months have been busy with launching special projects. Additionally, there has been a lot to be proud of. Ms. Gallentine has done a lot of work with the website and the new site has officially launched. Expenditures are low this year due to low enrollments in WIOA programs. This is a statewide trend. Almost every workforce area is experiencing low enrollments with the exception of Madera County in Central Valley. They've done a lot to attend community events and focused on outreach. Staff is changing their outreach strategy to connect with job seekers and working with EDD to better connect with UI participants. Staff is also hosting more public events onsite, getting out into the community, and meeting with local training providers to provide wrap around workforce services.

Although WIOA programs are experiencing low enrollments, SBDC has seen a significant increase of incoming businesses. They are on track to exceed all their goals. This is a good indicator of what the labor market looks like. Connecting with job seekers has been challenging for businesses but there has been a high rate of entrepreneurship and small business needs nationwide.

Recently, the contract with Health & Social Services for Success Track has ended. WDB oversaw this program for five years. Part of the reason for ending the contract was due to the employer of record services. All staff working under the Success Track contract was able to transition to other opportunities with the organization so no one was laid off as a result of ending the contract.

As stated earlier, there has been a lot of work on special projects. One of the grants for the Certified Nursing Assistant, the Upskilling Project, has launched in partnership with Paradise Valley Estates. The California Association for Healthcare Facilities received a \$25 million grant from the state to take this pilot program and implement it statewide. There's been a lot of work on micro-grants. The state funded micro-grants in Solano and Napa Counties have struggled. This is a statewide trend, so it has been extended until the end of June. Napa County has chosen to end the grant program as intended at the end of December. Staff will be reengaging in early January for the Solano micro-grant to bring in microbusinesses.

In general, the expenditure report shows 11% spent versus 25% spent this time of year. That will change significantly by January's Board meeting as WDB will be disbursing approximately \$800,000 in grants to small businesses. The report will look very different around that time.

ARPA projects are being launched this current quarter. Mr. Murrill and his team have been developing the Small Business Accelerator project. Mr. Murrill shared there will be six (6) business accelerators over the next two years starting January 2023. This is an eight-week cohort learning how to start a business or grow an existing business. If a business successfully completes the program, they will receive \$4,000 grant. There have been about 80 applications received so far. The cohorts will be offered virtually. Staff have been working on industry job training projects. These are currently in the startup phases. WDB is partnering with Solano Land Trust and Solano County Office of Education around climate transition and are targeting to have the first project launch in the summer. Staff is also working with Solano Community College and the City of Vacaville on bio-manufacturing projects as well as working with the Vallejo Regional Center Adult School and Paradise Valley Estates with the culinary project.

WDB received the 2022 North Bay Gives Award from the North Bay Business Journal. The SBDC and Business Services team traveled to Santa Rosa to receive the award. The award was given in recognition for all the philanthropic work being done with the small business grants and support to small businesses.

Under the ARPA Community Workforce Grant, WDB is able to spend \$1.5 million to provide grants to community-based organizations to do workforce activities to strengthen the equitable access to workforce services. Since the September Board meeting, staff met with funders to gain insight to make this Request for Proposal (RFP) process successful in

supporting small non-profits through the federal funding pieces. The funders had great suggestions from funders and potential bidders. The RFP has been published and is due November 23, 2023. Ms. Henry asked that if there are any Board members interested in joining the AD-Hoc Review Committee, please let staff know. While this committee will involve some community volunteers to assist in review the proposals, it would be helpful to adopt this committee as an official ad-hoc committee. Mr. Halabi announced the formation of the Ad-Hoc Review Committee. Mr. Churchill and Mr. Bernardini volunteered to join the committee. Ms. Courson offered to join the committee pending other obligations within the same timeframe.

With the ARPA projects launching and the amount of contracts that will need to be approved between January and February 2023, staff will be bringing the Community Workforce Grant contracts to the full Board in January and any other contracts afterwards to the Executive Committee, as needed.

D. Reports

There was no discussion on this item.

IX. Action Items

A. Approval of the New Workforce Board Appointment, Ms. Kelli Courson of Express Employment Professionals

Mr. Halabi introduced Ms. Courson and welcomed her to the meeting. Ms. Courson gave a brief introduction, highlighting that she will be filling the membership seat of Ms. Rosa Philips and is recently the new owner of Express Employment Professionals. Ms. Courson thanked the membership for welcoming her.

MOTION #4

A motion was made and seconded to approve the new Workforce Board appointment, Ms. Kelli Courson of Express Employment Professionals (DeWeerd/Donahue) MOTION PASSED UNANIMOUSLY

B. Review and Approval of Negotiated WIOA Performance Measures

Ms. Henry gave a brief overview of agenda item **IX.B Review and Approval of Negotiated WIOA Performance Measures**, which was included as part of the agenda package and incorporated herein, highlighting the negotiated measures were finalized the week of September's Board meeting. Once approved by the Board, the Solano County Board of Supervisors will also need to approve the performance measures, as presented.

MOTION #5

A motion was made and seconded to approve the negotiated WIOA Performance Measures. (Giuliani/Donahue) MOTION PASSED UNANIMOUSLY

C. Approval of Board Meeting Start Time Beginning in 2023 Based on Member Consensus

Ms. Henry stated there has been a question if the 8:00 a.m. start time for the Board meetings is still a time the membership would like to meet. A poll was presented offering the option of a start time of 8:00 a.m., 8:30 a.m. or 9:00 a.m. The result of the poll showed most members did not want a start time of 8:00 a.m. A new poll was presented offering the

option of a start time of 8:30 a.m. or 9:00 a.m. The majority of the membership selected a start time of 8:30 a.m.

MOTION #6

A motion was made and seconded to approve to move the start time of Board Meetings to 8:30 a.m. beginning January 2023.

(DeWeerd/Tam) MOTION PASSED UNANIMOUSLY

Ms. Gallentine stated she would be sending out the 2023 Board of Directors meeting calendar reflecting the new start time.

X. Discussion

A. Upcoming Board Retreat

Ms. Henry announced the Board Retreat will be held in person on December 14th from 8:30 a.m. to 12:30 p.m. The actual program will begin at 9:00 a.m. The retreat will be facilitated by California Workforce Association. Ms. Henry, Ms. Gallentine and Mr. Churchill met with the facilitator, Bob Lanter, to get an overview of the presentation. Mr. Churchill shared there were a lot of great ideas especially around participation and implementation in discussion and innovative ways to move forward in this new labor market. Ms. Henry shared that this presentation addresses how Board members shouldn't be focused on the operation and performance of WIOA but instead be focused on the workforce pains and opportunities within the community and having those guide WIOA service delivery. The January and March Board meetings will be centered around planning. The Local Workforce Plan is due in March. Staff will bring the concepts to the Board in January.

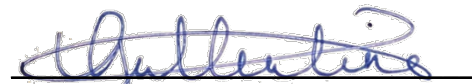
XI. Success Stories Items

Mr. Aiken announced that this time of year gives us an opportunity to reflect on the work WDB has done. Success stories will include two participants and one SBDC small business that benefitted from our programs this year.

XII. Adjournment

The meeting was adjourned at 9:45 a.m.

Respectfully submitted by:



Tammy Gallentine, Executive & Board Support Specialist

REPORTS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Reports	MEETING DATE January 20, 2023	AGENDA ITEM VI.D
FROM: Heather Henry, President/Executive Director	ACTION REQUIRED YES NO ✓	ATTACHMENTS A - C

SUMMARY: Staff has provided written updates on the following attached reports. Highlights will be summarized verbally.

ATTACHMENT:

- Attachment A: Compliance & Operational Reports – monitoring, personnel, and expenditures
- Attachment B: Programmatic Highlights
- Attachment C: Programmatic Performance Reports
 - AJCC Service Summary
 - Job Seeker Services Grant Metrics
 - WIOA 3-Year Trends
 - SBDC Performance Report

REPORT PREPARED BY:

Heather Henry, President/Executive Director

Compliance and Operational Report



The Compliance and Operational Report provides an overview of monitoring and personnel updates occurring since the last board meeting.

Monitoring Report

This report updates the Workforce Development Board (WDB) of Solano County on the outcomes of the Federal, State, and County audit and monitoring reviews of the agency operations. Open and prior audit and monitoring reports are available on request.

Definitions for the types of outcomes are:

- 1) Finding is an instance of noncompliance with grant rules that must be resolved through corrective action – findings that could lead to a disallowed cost will be noted as such; and
- 2) Concern is a condition that may become a compliance issue if not addressed.

Recent/Open Monitoring Activity:

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a review of the WDB's **Fiscal** activities funded by WIOA in October 2022 for the period of Program Year 2021-22. ***EDD issued a final report January 11, 2023 with one finding:***

Finding 1: During the compliance monitoring review, EDD examined the selected expenses and found two journal vouchers: J11670 and J11671 totaling \$3,900; related to supportive services expenses for gas gift cards and business clothing gift cards. Per WDBSC's Supportive Services and Incentives Policy, fixed amount gift cards for a specific purpose do not require receipts from the participants. Also, EDD did not find any follow-up communication on the use of these gift cards being documented nor entered into the participants' case notes of CalJOBS. Without documentation, they were unable to verify that the gift cards were used for the intended purpose of the supportive service.

Corrective Action: The WDB must provide EDD with documentation to substantiate the supportive services expenses in the amount of \$3,900. If the WDB is unable to provide documentation related to the supportive services expenses, they may result in questioned costs. Additionally, the WDB's Supportive Services and Incentives Policy states receipts are not required for gift cards. EDD is recommending that the policy be updated to require receipts to be in alignment with federal regulations. The WDBSC must provide a corrective action plan (CAP) stating how it will ensure all supportive services expenditures are adequately documented and that WIOA funds are spent in accordance with both federal and state requirements, and a timeline for when the WDB's Supportive Services and Incentives Policy will be updated.

WDB Response: The WDB response provided additional information about the grant codes that were associated with the expenses. The journal entries that amounted to \$3,900 included

gift cards purchased with non-WIOA funds. The amount covered by WIOA funds was \$2,850. Additionally, the WDB provided receipts amounting to \$575 and case note documentation; that includes participants attesting to using the gift card as intended. The WDBSC's CAP states that the Supportive Service and Incentive Policy will be updated to align with federal and state regulations, and that receipts will be required for gift cards to ensure adequate documentation is on file. The updated policy will be presented for approval at the January 20, 2023 Board Meeting and then submitted to CRO.

State Conclusion: EDD reviewed the documentation and agrees that the amount of questioned costs is \$2,850 instead of \$3,900. Receipts were provided to document \$575. The WDB had a policy in place that did not require receipts for gift cards so were unable to produce more. Additionally, case notes were provided where participants attest to utilizing gift cards appropriately and the WDB's documentation includes an authorization for payment form that adequately documents the gift card type, reason, amount, and has signatures from staff and the participant. WDB has acknowledged that they will require that participants submit receipts moving forward and are in the process of updating their policy. Based on a review of the documentation and case notes, the gift cards were provided to participants in order to support their education/work related goals and were spent appropriately. We consider this finding resolved and closed.

EDD accepted the WDB's corrective action plan. The finding is resolved and closed.

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a desk review of the WDB's **Equal Employment Opportunities (EEO)** activities funded by WIOA in November 2021. ***EDD issued a final report on June 24, 2022, and determined two findings:***

Finding 1: Upon reviewing participant files, EEO Specialist identified that disability and medical related information was being collected and stored together. EDD recommends the WDB collect and store Equal Opportunity Questionnaires separately from the participant files; review all forms and assessments to ensure questions about disability and medical questions are on a separate sheet; redact disability and medical information from participant files; and store files with disability and medical information separately.

WDB Response: While the current practice is to maintain disability and medical-related information in a separate file, staff will review all participant files to ensure that such a practice is consistently adhered to. A follow-up on file reviews previously conducted will continue until all active and exited files are thoroughly reviewed and corrected. WDBSC plans for this action to be completed no later than June 30th, 2022.

EDD accepted the WDB's corrective action plan. However, the finding cannot be closed until a future on-site visit verifies successful implementation of the corrective action.

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a desk review of the WDB's **programmatic** activities funded by WIOA in August 2021. ***EDD has not yet issued a report.***

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a review of the WDB's **WIOA Youth program** activities funded by WIOA the week of October 7, 2019. *EDD issued a draft report on May 19, 2021 and determined four findings:*

Finding 1: The WDB Grievance and Complaint policy is missing the required federal appeal information.

WDB Response: The WDB revised its Grievance and Complaint policy, which was approved by the Board of Directors on November 15, 2019. Staff were informed of the change in policy and AJCC references and forms were updated to include the federal appeals information.

Finding Two: The WDB does not have a formal policy and procedures reporting any fraud, abuse, or other criminal activity.

WDB Response: The 2019-10 Incident Reporting Policy was developed and approved by the Board at their November 15, 2019 board meeting. Training was provided to staff at a policy training and all staff signed acknowledgement of the policy.

Finding 3: Three of the youth case files reviewed had more incentive gift cards given out than documented.

WDB Response: The WDB was able to secure documentation showing attendance on the field trip in the form of the field trip ("Laborer's Training Tour and Success Talk with Union Leaders") held on July 19, 2019 and provided the attendance check-in for the leadership event.

Finding 4: Several case files were missing proper back-up documentation for the supportive services provided to the participants. EDD observed that two of the ten case files reviewed were missing back up documentation for the supportive services given to participants. Specifically, two case files were missing receipts for gas cards and a gift card from JCPenney.

WDB Response: The WDB disagrees with this finding. However, the WDB has reimbursed the total amount from a non-WIOA grant. The journal entry showing the reversal is attached.

EDD accepted the WDB's corrective action plan. The finding is resolved and closed.

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a **programmatic review** of the WDB's program activities funded by WIOA, during the week of October 1, 2018. *EDD issued a final report January 13, 2020 with one remaining finding:*

Finding 1: The WDB issued ARCO Pump Pass gas cards not according to their policy and had inadequate documentation to substantiate gas purchases.

EDD Final Determination: Therefore, the WDBSC must reimburse the WIOA grant program the \$475 in disallowed supportive services using a non-federal funding source and provide documentation of the reimbursement.

On June 23, 2021, the WDBSC submitted a comprehensive response which resolved the disallowed cost finding of \$475 paid through non-WIOA funds. The WDB is currently awaiting final resolution and acceptance letter from EDD on the corrective action submitted.

Personnel Report

The Personnel Report provides the Board with information regarding recruitments, promotions, and departures of WDB employees. Below are the staffing changes during the reporting period.

New Hire: ***Tiffanie Morataya (Temp)***
Effective Date: December 19, 2022
Classification: Specialist II
Position: Contracts and Planning Specialist

Terminated: ***Joseph Lazazzera (Involuntary Termination)***
Effective Date: November 17, 2022
Classification: Specialist II
Position: Fiscal Analyst

Expenditure Report

This is the Workforce Development Board of Solano County's (WDB) report of expenditures for the 2022-23 program year, through November 30, 2022. With 41.7% of the program year elapsed, the expenditures compared to the plan equal 21.1%.

Attachment B contains the expenditure report; the report format shows the funding and expenditure information from two viewpoints. The top box contains grant funding vs. grant expenditures. The bottom box contains line-item budget vs. line-item expenditures.

Significant Revenue Discrepancies:

- WIOA Youth funds are under expended to date. Youth contract invoicing are currently behind schedule. Not all First Place for Youth invoices through November 2022 are reflected in the expenditures to date. In addition, funds are set aside for an additional youth contract with Voices, which is still under negotiation.
- WIOA Rapid Response and Layoff Aversion are under expended to date; however, additional expenditures and projects are planned for the spring of 2023.
- CWDB – CNA Upskilling Program is slightly under expended in the report. Programmatic contract invoicing is slightly behind schedule, but expenditures in general are on track.

- EDD – COVID National Dislocated Worker Grant (NDWG) is under expended due to low enrollment numbers. Enrollments are picking up in 2023 and expenditures will increase in the next reporting period.
- County of Napa – Microbusiness Grants is under expended on the expenditure report. Staff are currently finalizing contracts and small business payments, which will be reflected on the next reporting period. This grant closes December 2022.
- County of Solano – ARPA Grants are under expended to date. A number of factors influence current low expenditures, including delayed contract negotiations. Funds incorporated include contractual agreements that are presented to the Board at the January 2023 meeting. All projects except Sustain Service Delivery are multi-year grants and can be carried into FY2023-24 if needed.
- County of Solano – Microbusiness Grants are under expended to date. Staff are working with the County of Solano to finalize invoicing, which will lead to dissemination of funds for all small business grant payments to date.
- CWDB – Regional Equity is on track to start in 2023. The WDB is currently waiting to enter into contract with the state.
- Restaurant Resiliency – both the FSUSD and Kaiser Restaurant Resiliency projects are close to finalization and will be reconciled in the next reporting period.
- H&SS Job Skills Program is currently over expended due to high expenditure rates in the first quarter of the fiscal year. Expenditures will even out over the remaining months.
- SBDC Funds include the Capital Improvement Program (which started in October 2022), the Small Business Administration (SBA) and the Technical Assistance Program (TAP). Expenditures are spread across the three programs and will even out by the end of the Fiscal Year. SBDC Program Income and Donations are planned, but not required, to be spent this fiscal year.

Significant Expenditure Discrepancies:

- Training expenditures include Vocational and Work-Based Training, and are significantly underspent due to low enrollments. As shown in the programmatic highlights report, job seeker services staff have conducted outreach and training partnership activities in December and January to increase WIOA and training enrollments.
- Supportive Service expenditures are underspent due to low enrollments. As shown in the programmatic highlights report, job seeker services staff have conducted outreach and training partnership activities in December and January to increase WIOA enrollments.
- Business Advisors expenditures are underspent to date. Most of the SBDC ARPA projects have planned launches in 2023 and rely heavily on business advisor costs. These expenditures are planned to increase over the next months.
- Small Business Payments include microgrant payments and nonprofit infrastructure grants. The majority of the microgrant payments are currently being finalized and the nonprofit infrastructure grants are planned for the spring of 2023.

- Outreach is currently under expended. These expenditures include outreach and career awareness contracts that are intended to begin in 2023.
- Program Contracts include WIOA contracts that are generally on target, as well as ARPA contracts that will begin in 2023.
- Employee / WDB Development is currently over expended and will be reevaluated during the mid-year budget process.
- Memberships expenditures are on target for the year and consist of payments in the fall and spring.
- Mileage is currently under expended and will be reevaluated during the mid-year budget process.
- Supplies / Equipment / Software include a significant cost to improve the technology hardware in the Vallejo AJCC. This project is planned for spring of 2023.

WDB SOLANO

FY2022-23 Expenditure Report - November 2022

	BUDGET 2022-23 Mod 1 <i>Approv. 9/22</i>	% of Budget	Nov '22 Actuals	% Expended <i>41.7%</i>
REVENUE:				
<i>State Grant Revenue</i>				
WIOA Adult	\$985,378	9.8%	\$346,595	35.2%
WIOA Dislocated Worker	1,046,645	10.4%	331,318	31.7%
WIOA Youth	1,167,647	11.6%	322,247	27.6%
WIOA Rapid Response	176,459	1.8%	43,286	24.5%
WIOA Layoff Aversion	49,046	0.5%	12,183	24.8%
CWDB - CNA Upskilling Program	165,296	1.6%	47,991	29.0%
EDD - COVID National Dislocated Worker Grant (NDWG)	68,290	0.7%	1,833	2.7%
Grant Revenue Total	\$3,658,761	36.4%	\$1,105,453	30.2%
<i>Other Government Grants/Contracts</i>				
City of Vacaville - Manufacturing Retention	\$13,399	0.1%	\$6,674	49.8%
City of Vacaville - Shop Local	9,068	0.1%	3,178	35.0%
City of Vallejo - ARPA Small Business Assistance	596,260	5.9%	300,080	50.3%
County of Napa - Microbusiness Grants	167,773	1.7%	15,966	9.5%
County of Solano - ARPA: Sustain Service Delivery	715,961	7.1%	140,960	19.7%
County of Solano - ARPA: Community Workforce	845,500	8.4%	4,756	0.6%
County of Solano - ARPA: Industry Training	1,143,508	11.4%	6,954	0.6%
County of Solano - ARPA: Community Engagement	477,801	4.8%	5,061	1.1%
County of Solano - ARPA: Small Business	722,000	7.2%	2,444	0.3%
County of Solano - Microbusiness Grants	525,379	5.2%	133,386	25.4%
CWDB / Sonoma WIB - Regional Implementation 4.0	40,719	0.4%	18,295	44.9%
CWDB - Regional Equity	176,471	1.8%	-	0.0%
FSUSD - Restaurant Resiliency	5,665	0.1%	3,750	66.2%
H&SS - Job Skills Program	250,000	2.5%	144,568	57.8%
H&SS - Success Track	181,660	1.8%	94,916	52.2%
NorCal SBDC - Capital Improvement Program (CIP)	95,000	0.9%	4,138	4.4%
NorCal SBDC - Small Business Administration (SBA)	203,618	2.0%	68,023	33.4%
NorCal SBDC - Technical Assistance Program (TAP)	85,402	0.8%	18,175	21.3%
SBDC Local Match	57,543	0.6%	31,944	55.5%
Other Government Revenue Total	\$6,312,727	62.8%	\$1,003,270	15.9%
<i>Other Revenue</i>				
Kaiser - Restaurant Resiliency	\$2,250	0.0%	\$3,000	133.3%
Napa Valley College	\$8,000	0.1%	4,355	54.4%
SBDC Program Income	\$12,153	0.1%	-	0.0%
Wells Fargo - Dream Incubator	\$50,000	0.5%	6,647	13.3%
Other Revenue Total	\$72,403	0.7%	\$14,001	19.3%
<i>Donations and Contributions</i>				

	BUDGET 2022-23 Mod 1 <i>Approv. 9/22</i>	% of Budget	Nov '22 Actuals	% Expended <i>41.7%</i>
SBDC Donations and Sponsorships	\$9,953	0.1%	\$776	7.8%
Donations and Contributions Total	\$9,953	0.1%	\$776	7.8%
TOTAL REVENUE	\$10,053,845	100%	\$2,123,500	21.1%
EXPENSES:				
Salaries and Benefits	\$3,755,339	37.4%	\$1,216,906	32.4%
Personnel Expenses	\$3,755,339	37.4%	\$1,216,906	32.4%
		0.0%		
Vocational Training	\$827,381	8.2%	\$8,095	1.0%
Work-Based Training	\$192,438	1.9%	30,145	15.7%
Supportive Services	\$31,590	0.3%	3,879	12.3%
Business Advisors	\$379,497	3.8%	91,325	24.1%
Small Business Grants / Payments	\$1,997,915	19.9%	381,250	19.1%
Outreach	\$378,476	3.8%	3,718	1.0%
Program Contracts	\$1,507,145	15.0%	89,014	5.9%
Direct Program Costs	\$5,314,441	52.9%	\$607,425	11.4%
		0.0%		
Communications / IT	\$148,901	1.5%	\$45,717	30.7%
Employee / WDB Professional Dev	\$13,608	0.1%	9,938	73.0%
Facilities	\$498,813	5.0%	196,105	39.3%
Memberships	\$12,000	0.1%	6,440	53.7%
Mileage / Travel	\$12,901	0.1%	1,239	9.6%
Supplies / Equipment / Software	\$217,793	2.2%	14,356	6.6%
Other Operating Costs	\$80,050	0.8%	25,254	31.5%
Other Costs	\$984,065	9.8%	\$299,049	30.4%
TOTAL EXPENSES	\$10,053,845	100%	\$2,123,380	21.1%

Revenue Over / (Under) Expenses

\$0

Programmatic Highlights



The Programmatic Highlights Report provides a narrative of key activities for America's Job Center of CA (AJCC) activities; Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, and Rapid Response Grants; CalWORKS Pathway to Success contracts; discretionary grants; and the Solano Small Business Development Center (SBDC) occurring since the last board meeting.

America's Job Center of California (AJCC)

This report updates the Workforce Development Board (WDB) of Solano County on the activities conducted at the America's Job Center of California (AJCC) and other community locations. This report is for the period of December 2022 to January 2023.

Reporting period highlights include:

- New in-person Park it Market Special holiday event – In December 2022, the AJCC staff participated in a Grinch and Doctor Suess Book reading/holiday event at First 5 Children's Center in Vallejo. Approximately 80 individuals attended who met with several of the resource vendors that were there. AJCC staff was on hand to present adults with information on resources for job seekers. Several first-generation migrants were in attendance seeking information on immigration as well as English language learning opportunities. AJCC and First 5 staff have plans to do joint outreach with themed events in the community in 2023.
- New hybrid One Stop Operator Meetings – In December 2022, the One-Stop Operator (OSO), California Human Development (CHD), conducted its first in-person OSO meeting since March 2020. The meeting was also accessible to partners virtually via Microsoft Teams, making this the first hybrid meeting. There were 11 attendees at the Vacaville Town Square Library meeting room, where the in-person meeting was held, and 12 participants online, for a total of 23. The presenting organization Community Housing Development Corporation (CHDC) provided updates on the upcoming CA Financing Assistance for purchasing Clean (Electric or Hybrid) Vehicle programs. More info can be found at: <https://communityhdc.org/dcap/>

WIOA Programs

The Workforce Services Division is responsible for outreach and recruitment, assessment, enrollment and exit of eligible WIOA Adult, Dislocated Worker, and Youth participants. A significant percentage of the organization's participants participate in WIOA programs. Reporting period highlights are below.

Job Seeker Services:

- Training Provider Partnerships – The Job Seeker Services (JSS) team hosted information sessions at local training provider locations during the reporting period in an effort to increase enrollments and strengthen training partnerships. Staff hosted sessions at International School of Nursing in December 2022 and January 2023, meeting with eighteen (18) potential clients. In addition, staff held sessions at Michael’s Transportation Service and Training Academy, meeting with nineteen (19) potential clients.

In addition, the JSS team hosted Solano County training providers to hear about the changes occurring in training delivery due to COVID-19 and new training course offerings. Schools in attendance included Martinez Adult School, International School of Nursing, and Fairfield-Suisun Adult School.

- Community Events Outreach – Staff attended and hosted booths at local community events during the reporting period to build awareness of services for job seekers. Staff participated in Merriment on Main in Vacaville in December 2022, yielding nine (9) potential new clients and two (2) potential apprenticeship partnership with water management and a union-based construction company.

Business Services:

- Solano Micro Business COVID-19 Relief Grant – Due to the outreach efforts and grant partnerships conducted during previous reporting periods, 679 applications were received. Over half of the applicants were minority business owners and more than 420 were female business owners. Over 360 applicants identified as Black/African-American and nearly 100 were Hispanic/Latino. The list of 180 businesses eligible for grant funds was published on June 1st and awardees were notified in June to begin the contract process for grant payment.

WDB staff has vetted all applicants and has been able to award 92 business. This totals \$230,000 in grant funding. This will complete the first round of funding. WDB and SBDC has reopened the second round of accepting applications on December 1, 2022. The applicants will be vetted at a first come first served basis. This will continue until all funds are awarded or the grant period ends on June 30,2023.

- Vallejo Small Business Microgrant Program – Due to the outreach efforts and grant partnerships conducted during the initial collection of the applications, 696 applications were received for the lottery. The City of Vallejo approved the first 80 applicants on the lottery. Staff have verified 80 business, totaling \$430,000 in grants. We have been given approval from Vallejo to continue this process until we reach our \$440,000 grant threshold.
- Napa Micro Business COVID-19 Relief Grant – Due to the outreach efforts and grant partnerships conducted for the Napa microgrants, 100 applications were received and 71

qualified for the randomized lottery. Business Services and SBDC have been able to verify and award 55 business during the grant period in the amount of \$137,500. Staff are currently preparing this grant for close out.

Pathway to Employment

The WDB operates a job readiness program for CalWORKS participants referred through Solano Health and Human Services under contract.

Reporting Period Highlights:

- Client Participation – Client participation and completion rates have remained the primary focus since the program year began on July 1, 2022. To date, there has been an increase of referrals from County staff to continuously engage with clients scheduled for PTE Workshops. Our collective collaboration during this period includes ways to maintain clients' contact and participation throughout the scheduled cohort planned throughout the program year. These efforts have been incorporated to ensure clients' overall success toward career exploration and consideration for training opportunities that leads to gainful employment.
- Vallejo Office Space – In an effort to responsibly manage funding under the PTE contract, WDB and EDD management has reviewed and approved options to reduce under-utilized space being charged to this contract. The reduced footprint relating to space provides additional opportunities to serve more clients referred to the PTE program.

Discretionary Grants

The WDB currently implements three (3) discretionary grant programs for job seekers:

- CNA Upskilling Program (funded by California Workforce Development Board's Accelerator 10.0)
- National Dislocated Worker Grant – COVID Emergency Services (funded by Employment Development Department as a pass-through for the U.S. Department of Labor)
- Regional Plan Implementation 4.0 (funded by California Workforce Development Board, contracted through Sonoma Workforce Investment Board)

Reporting period highlights include:

- CNA Upskilling Program –During the reporting period, staff and contractors met with business across the north bay region. Workforce Boards have developed a structure for Incumbent Worker Training to be utilized for the grant. In addition, an employer agreement was developed outlining the roles and commitments of the employers, workforce boards, and project manager. These administrative pieces were finalized in January and grant activities are anticipated to begin in the next reporting period.

- National Dislocated Worker Grant – EDD provided additional funding for NDWG activities through March 2023. Staff are reengaging with the contract and enrolling additional individuals into the grant.
- Regional Plan Implementation 4.0 – This regional grant includes creation of a North Bay regional dashboard analyzing WIOA performance data by equity measures. Performance staff at each regional workforce board have been preparing the data for the new dashboard. The presentation of the dashboard intended to be brought to the Board in January 2023 has been delayed until March 2023.

ARPA Grants

The WDB and SBDC collectively implements seventeen (17) projects across seven (7) contracts under the American Rescue Plan Act to benefit both job seekers and small businesses on behalf of the County of Solano:

- Sustain / Extend Current Services – WDB Staffing, WDB Training, SBDC Business Advising
- Community Workforce Services – Community Workforce Grants, Technical Assistance and Infrastructure Grants for Nonprofits
- Industry-Based Job Training
- Expanding Community Engagement – Community Engagement and Job Readiness, Virtual Service Tools, Vallejo Job Center Improvements, Employer Resource Network
- Small Business Advising – Expanded SBDC Advising, Culturally Competent Advising, Business Peer Advisory Groups
- Business Incubator – Incubator Trainings, Microgrants
- Services for Businesses – Business Training Series, Business Translation Services Pilot, Work-Based Mental Health Services

Reporting period highlights include:

- Sustain / Expand Current Services – During the reporting period, activities and expenditures propelled forward. Staff finalized the ARPA application in CalJOBS and will be conducting back-entry into the system to record ARPA job seeker activities. SBDC business advising has seen significant volume, as shown in expenditures and metrics.
- Community Workforce Services – Staff released a Request for Proposals (RFP) in November 2022, including proposal technical assistance provided for potential applicants. Seventeen (17) proposals were received across three tiers of services. An ad-hoc review committee reviewed the proposals in December and selected seven (7) awardees. Contracts for the seven (7) grants are presented to the Board at the January 20, 2023 meeting for approval. Activities are intended to begin in February 2023.

- Industry-Based Job Training – A new Industry Coordinator was hired in November 2023. The WDB has held training and industry partner planning sessions for each industry during the reporting period. A summer youth cohort for climate change is intended for 2023 in partnership with Solano Land Trust and Solano County Office of Education. Vallejo Adult School launched another Culinary cohort in January 2023, where WDB staff was in attendance to share workforce service offerings.
- Small Business Advising – During the reporting period, a Request for Quotes (RFQ) was released for the Culturally Competent Advising Project. Five (5) proposals were received, and three proposals were selected for award. Contracts are currently being developed and will be presented to the Executive Committee in February for final approval.
- Business Incubator – SBDC staff opened the application process for the Solano Success Accelerator cohorts during the reporting period. Over 100 business applications were received. Staff are currently on track to launch the first Solano Success cohort in January 2023.

Small Business Development Center (SBDC)

The WDB is the host for the Solano Small Business Development Center (SBDC). Services for small businesses include one-on-one business advising through expert consultants and seminars and events for small businesses throughout the county.

Reporting period highlights include:

- Final Numbers for SBA 2022 Program Year – The core SBDC funding through the Small Business Administration (SBA) operates on a calendar year. As can be seen on the quantitative performance report, all performance goals were achieved or were within 5% points of achievement. Of note, SBDC far exceeded number of jobs created and number of new business starts, change in sales, and amount of loans or equity secured for 2022. SBDC advisors helped Solano and Napa small businesses secure \$12 million in loans and equity.
- Napa County Micro Grant – The WDB and SBDC teamed up to administer the Microgrant program for Napa County. The grant provided awards of \$2,500 to 56 microbusinesses who met the eligibility requirements. Despite very strict eligibility requirements of \$50,000 in gross revenue that must be the primary source of the business owners income we were able to award all 56 grants to micro businesses. This was a huge challenge but the SBDC team stepped up and collaborated closely to make it happen.
- Dream Support sponsored by Wells Fargo – SBDC received a grant of \$50,000 from Wells Fargo for a Dream Support program. This program provides six (6) months of free rent at two office co-working facilities (Black Chamber of Solano College in Fairfield and GreenHive Spaces in Vallejo) and concentrated one on one business advising. SBDC made this available to businesses with five (5) or less employees who would benefit from getting

a jump start on their businesses by having an office location to work from and places to have meetings with clients and more as well as to benefit from having a business advisor to help them reach their business goals. Twelve (12) businesses have been selected to participate in this dynamic program.

- Childcare Infrastructure Grant – The state of California released an infrastructure grant program to childcare providers in the state. The grants will provide up to \$150,000 for in home child care providers and up to \$1,500,000 for existing childcare facilities who will use money to expand their capacity. The grant is due at the end of January and the application process is challenging in that it requires bids and estimates from contractors for projects proposed. The SBDC has two (2) business advisors who have extensive construction and grant application expertise who have been made available to assist those interested in applying.

Solano America's Job Center of California

FY 2022-23 Service Summary

July 2022 - December 2022

Customer Traffic by Location	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Jul-Dec FY21-22
Vallejo AJCC (Virtually and in person)	394	619	437	523	607	560							3,140	2,494
Fairfield AJCC	546	635	504	582	718	536							3,521	8,244
Total Road to Employment locations	14	10	12	19	15	17							87	110
Vacaville Library Road to Employment	6	4	8	9	5	9							41	41
Vallejo JFK Road to Employment	6	3	1	5	4	2							21	22
Vallejo Springtowne Road to Employment	2	3	1	5	4	4							19	20
Vallejo Health & Social Services	0	0	0	0	0	0							0	--
Vallejo First 5 Center	0	0	0	0	0	0							0	--
Fairfield Suisun Adult School (New)	0	0	2	0	2	2							6	27
Total	954	1,264	953	1,124	1,340	1,113							6,748	10,848

CalJOBS Statistics	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	FY21-22
New Individuals that Registered	230	614	385	477	624	605							2,935	5,305
Unique Individuals Receiving Services	501	828	790	828	970	815								
All Services Provided to Individuals	1,294	2,233	1,947	2,141	2,680	2,254								

Key Services Provided	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	FY21-22
AJCC Welcome (Orientation)	0	0	12	16	23	17							68	0
Youth Orientations (AJCC) Welcome	0	0	1	2	0	0							3	0
Intro to Job Connect & Career Training	--	--	--	--	--	--							0	0
Parole and Community Team (PACT) *	0	12	13	11	14	15							65	126
Working CA - TAFB	--	--	--	--	--	--							0	0
EDD & UI Workshops (virtual)	--	--	--	--	--	--							0	186
AJCC - Workshops (virtual)	0	0	7	0	2	13							22	25
Career Advantage Sessions - (virtual)	--	--	--	--	--	--							0	--
Veterans Network - Fairfield (On Site)	14	14	0	14	23	14							79	68
CASAS Skills Testing	0	0	0	0	0	0							0	0
Typing Tests - Fairfield (On Site)	11	17	4	10	10	5							57	77
Basic Computer Skills Classes - (virtual)	--	--	--	--	--	--							0	2
Special Events: park it market (First 5)	3	26	13	23	12	8							85	48
Total:	28	69	50	76	84	72							379	532

* in person as of October at SCC campus

PY 22/23 Job Seeker Deliverables by Grant Funded Program

Reporting Period: July 2022 to December 2022

WIOA Adult/DW	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Applications*	170	1	7	4	4	5	2							23	14%
Newly Enrolled*	115	5	7	3	5	3	7							30	26%
Occupational Training*	45	0	1	0	2	3	1							7	16%
Employer-Based*	15	1	0	0	1	1	1							4	27%
Credentials*	20	3	2	0	0	1	2							8	40%
MSG*	35	2	2	0	4	1	2							11	31%
Exited*	85	6	16	17	19	0	0							58	68%
Employed At Exit*	72	4	6	6	4	1	0							21	29%
Average Wage *	\$ 31.00	\$ 20.50	\$ 26.68	\$ 24.52	\$ 33.00	\$ 23.00								\$ 25.54	82%

* May represent co-enrolled participants

WIOA Youth	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Application	80	4	0	0	0	0	0							4	5%
Enrolled	25	6	0	0	0	3	0							9	36%
Occupational Training	0	0	0	0	0	0	0							0	0%
Employer-Based	20	6	0	0	0	0	0							6	30%
Credentials	0	0	5	0	0	0	0							5	0%
MSG	0	6	1	0	0	0	0							7	0%
Exited	20	1	0	2	9	0	0							12	60%
Employed At Exit	18	2	0	2	1	0	0							5	28%
Median Wage	\$ 18.00	\$ 23.60	\$ 16.38	\$ 23.00	\$ 17.12									\$ 20.03	111%

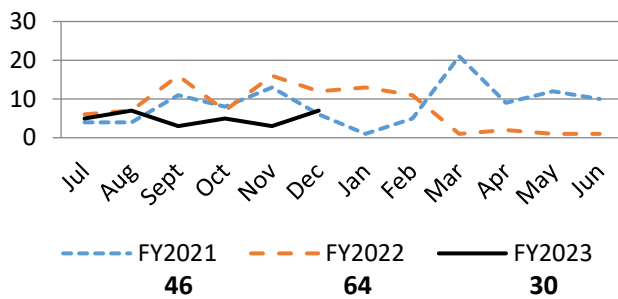
NDWG COVID	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	30	0	0	0	6	1	0							7	23%
Occupational Training	1	0	0	0	0	0	0							0	0%
Employer-Based	3	0	0	0	0	1	0							1	33%
Credentials	2	2	0	0	0	1	1							4	200%
MSG	3	1	0	0	3	0	0							4	133%
Exited	50	1	2	4	6	0	0							13	26%
Employed At Exit	30	0	2	0	2	0	0							4	13%
Median Wage	\$ 34.00	\$ 39.50	\$ 30.00											\$ 34.75	102%

ARPA #1	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	80													0	0%
Training (Occ / WBL)	60													0	0%
Exited	80													0	0%
Employed At Exit	60													0	0%
Median Wage	\$ 27.00													\$ -	0%

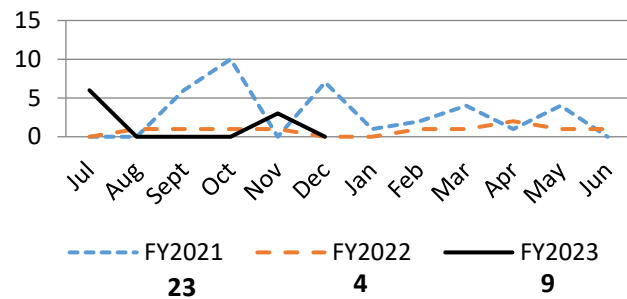
Key 3-Year WIOA Indicator Trends

PY2022/23 - July 2022 - December 2022

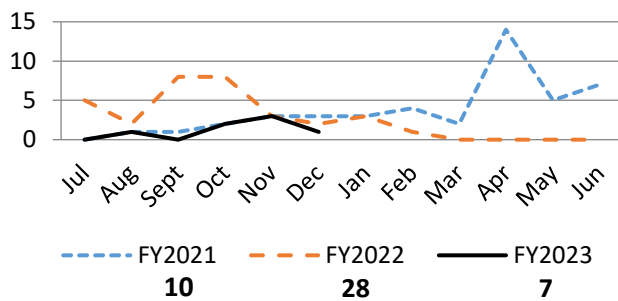
WIOA Adult/DW Enrollments



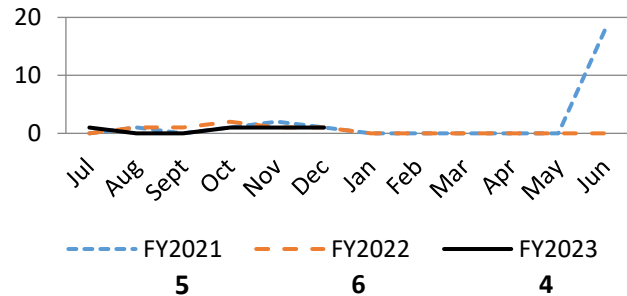
WIOA Youth Enrollments



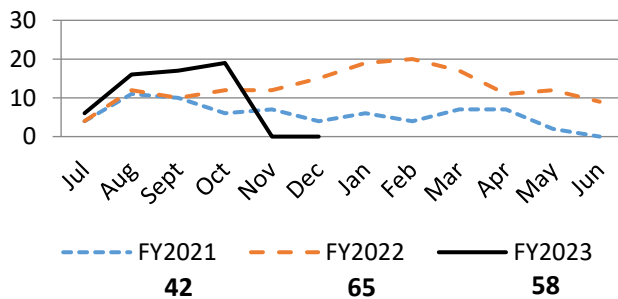
WIOA Adult/DW in Training



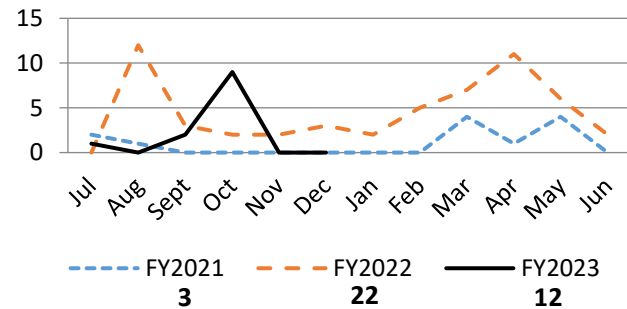
WIOA Adult/DW Earn & Learns



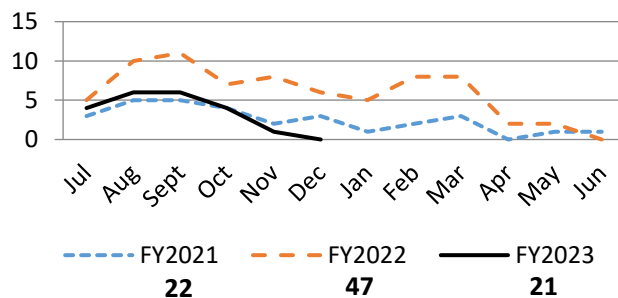
WIOA Adult/DW Completions



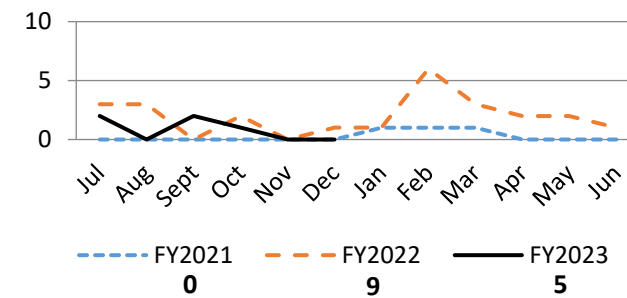
WIOA Youth Completions



WIOA Adult/DW Employment



WIOA Youth Employment



SBDC Leadership Board Report															Dec-22				
Key Performance Indicators		Annual Goal	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	%Goal			
Total client sessions 2022 YTD		2,200	220	303	304	228	159	124	145	149	181	193	198	172	2376	108%			
Total Client Hours YTD		1,700	205	316	328	257	213	273	305	271	177	208	317	249	3119	183%			
Total Active Clients (Napa)		750	740	733	545	549	527	539	533	537	536	545	551	499	733	98%			
Total Active Clients (Solano)		1,500	1334	1428	1175	1206	1107	1125	1172	1187	1198	1265	1282	1283	1428	95%			
Total Active Clients (Center)		2,250	2074	2161	1631	1662	1695	1722	1758	1774	1785	1861	1884	1831	2161	98%			
Jobs Created		70	0	21	53	4	0	9	11	14	30	5	2	12	161	230%			
New Business Starts		20	0	7	5	1	0	8	5	7	13	0	0	1	47	235%			
Change in Sales		\$ 7,000,000.00	\$0.00	\$ 3,891,101.00	\$ 5,609,862.00	\$ 195,000.00	\$ 16,000.00	\$ 4,100.00	\$ 88,020.00	\$ 319,150.00	\$ 1,255,432.00	\$ -	\$ -	\$ -	\$ 11,378,665.00	163%			
Dollar amt of loans/equity		\$ 8,000,000.00	\$1,763,600.00	\$ 14,000.00	\$ 1,543,879.00	\$ 10,000.00	\$ 50,000.00	\$ 76,000.00	\$ 294,083.00	\$ 309,882.00	\$ 7,761,926.00	\$ 192,500.00	\$ 33,520.00	\$ 31,520.00	\$ 12,080,910.00	151%			
Training Sessions held		60	10	10	9	7	4	7	5	7	7	8	7	6	87	145%			
# of attendees		600	85	179	136	107	90	145	50	62	95	90	69	75	1183	197%			
Focus Areas:																			
Fully expended Napa Micro Grants (WDB Business Services & SBDC)																			
Fully expended Vallejo Micro Grants (WDB Business Services & SBDC)																			
Published RFQ for Culturally Competent Technical Assistance																			
Wells Fargo Grant (Co-working Space) in process																			
Supporting applicants applying for Childcare Infrastructure Grant (up to \$1.5M per center)																			

ACTION ITEMS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY
AGENDA SUBMITTAL

SUBJECT: Approval of New Workforce Board Appointment; Mr. Chris Huxsoll of Polaris Pharmaceuticals, Inc.	MEETING DATE January 20, 2023	AGENDA ITEM VII.A
FROM: Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board accept Mr. Chris Huxsoll's nomination for appointment to the Workforce Development Board (WDB) of Solano County as a Business Representative. Based on the Board's action, this appointment will be forwarded to the Solano County Board of Supervisors for their required formal ratification and final membership appointment.

DISCUSSION

Mr. Huxsoll joined Polaris Pharmaceuticals in 2005. Polaris develops novel drugs to treat cancer and other debilitating diseases. During his time at Polaris, he held management positions in Manufacturing and Quality Assurance before being promoted to his current position as the Senior VP of Operations.

Prior to joining Polaris, he worked for a small biotech company where he designed and supervised studies that led to the regulatory approval of a novel animal vaccine.

Chris received his Ph.D. degree in Physiology with an emphasis in Endocrinology from the University of California, Davis. He also received M.S. and B.S. degrees from UC Davis in Animal Science.

After a technical review of the application documents, the appointment brought before the Board of Directors has been found to be in compliance with the regulatory requirements governing the Business Representative category for the Workforce Development membership appointment. Mr. Huxsoll's term of office will be from February 7, 2023, through February 6, 2027.

Attached for review is a copy of Mr. Huxsoll's Membership Application, Supplemental Application and Recommendation Letter.

ALTERNATIVES: Board members could choose to not approve the appointment brought before them, and a new search for a representative could ensue. However, Mr. Huxsoll's appointment is considered to be an excellent candidate to serve in the Business representative category on the WDB.

AGENCY BUDGET IMPACT: None

REPORT PREPARED BY: Tammy Gallentine, Executive & Board Support Specialist. Please contact Tammy at 707-863-3552 if you have any questions regarding the information outlined in this report.

Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS

Thank you for your interest in serving as a member of the Workforce Development Board (WDB) of Solano County. Please complete this application as well as the supplemental application and return them to the WDB's Corporate Affairs Unit located at 500 Chandbourne Road, Suite A, Fairfield, CA 94534.

Name:	Chris Huxsoll
Company/Agency:	Polaris Pharmaceuticals, Inc.
Title:	Senior VP of Operations
Business Address:	4941 Allison Parkway, Suite B acaville, CA 956887
Business Phone #:	(707) 451-0441 x 112
Business Fax #:	
Home or Cell Phone #:	(530) 902-4848
Email Address:	cchuxsoll@polarispharma.com
County Supervisory District:	4th
Length of Residence/ Business in Solano County :	Years: <u>17</u> Months: <u>11</u>

Previous Commission or Committee Membership

Commission/Committee	Office Held (if applicable)	Length of Participation

Educational Background

Institution	Major	Degree Yes No	Year
UC Davis	Physiology	Yes	2002
UC Davis	Animal Science	Yes	1996
UC Davis	Agricultural Science and Management	Yes	1994

Work/Volunteer Experience

Organization	City/State	Position	Year
Polaris Pharmaceuticals, Inc.	Vacaville, CA	Senior VP of Operations	2005-2023
Hygieia Biological Labs	Woodland, CA	Staff Scientist	2002-2005

Certification

I certify that the information on this application and the attached application supplement is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for membership appointment. I understand that the information may be made public in accordance with Federal, State and local laws. I further understand and agree, if appointed, to complete any and all required Conflict of Interest and/or Disclosure Statements required by law.


Applicant Signature

05 Jan 2023
Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

SUPPLEMENTAL APPLICATION

Name: Chris Huxsoll

Date: Jan. 5, 2023

I. Please provide the information requested below relating to the representative category of membership nomination you are seeking on the Workforce Development Board of Solano County.

1. ☒ Business (Private Sector/Non-Governmental)
2. ☐ Community Based Organization
3. ☐ Economic/Business Development Agency
4. ☐ Education (Please check the appropriate box)
☐ Adult School ☐ Community College
5. ☐ Governmental Entity
6. ☐ Labor Organization
7. ☐ State Certified Apprenticeship Program
8. ☐ Wagner Peyser Program
9. ☐ Title I Rehabilitation Act Program
10. ☐ Youth Employment/Education Provider

II. If you checked **box 1**, please answer each of the following questions:

- A. Name of Business: Polaris Pharmaceuticals, Inc.
- B. Are you the Chief Executive or Owner? ☐ Yes ☒ No
- C. Are you the Chief Operating Office? ☐ Yes ☒ No
- D. Do you have substantial policy making or hiring authority? ☒ Yes ☐ No
- E. Number of employees at the Solano Business? 49
- F. Is the business minority-owned or operated? ☒ Yes ☐ No
- G. Please check the box indicating which *Chamber of Commerce* is nominating you. (**Attach the nomination letter**)
- | | | |
|---|------------------------------------|------------------------------------|
| <input type="checkbox"/> Benicia | <input type="checkbox"/> Dixon | <input type="checkbox"/> Vallejo |
| <input type="checkbox"/> Fairfield/Suisun | <input type="checkbox"/> Rio Vista | <input type="checkbox"/> Vacaville |

III. If you checked **box 2 through box 10**, please complete the following:

A. Name of the organization which nominated you. This organization may also be your employer. (**Attach the nomination letter**)

Organization Name: California Biomanufacturing Center

B. Do you have optimum policy making authority with your organization, agency or entity? ☐ Yes ☐ No


Applicant Signature

05 Jan 2023
Date



December 13, 2022

Heather Henry
President
Solano County Workforce Development Board
Fairfield, California

Dear Heather,

On behalf of the California Biomanufacturing Center, I write today with a recommendation regarding the nomination of Chris Huxsoll to the Workforce Board.

Mr. Huxsoll has been a member of the CBC Advisory Board since its inception. He is an outstanding member. It would not be possible to put into words how positive our experience has been during his tenure.

The primary expression that reflects his contributions is YES. Mr. Huxsoll responds to every issue and question that arises. He starts from yes, participates in every phase of all our initiatives, from concept through execution, and is a vital contributor to everything we do.

I cannot provide high enough praise for Mr. Huxsoll's participation in the California Biomanufacturing Center as an Advisory Board member. I highly recommend you accept him as a Workforce Board member.

Please let me know if you have any questions or would like additional information.

Sincerely,

A handwritten signature in black ink that reads "Matt Gardner". The signature is fluid and cursive, with the first name "Matt" and last name "Gardner" clearly visible.

Matthew Gardner, Board Chair



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Review and approve 7 Community Workforce Services contracts for a collective total amount not to exceed \$800,000 for the period of February 1, 2023, through January 31, 2024, funded by the American Rescue Plan Act; give President/ Executive Director authority to finalize and sign approved contracts, and make administrative changes, as needed	MEETING DATE January 10, 2023	AGENDA ITEM VII.B
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A-I

RECOMMENDATION

It is recommended that the Board of Director's approve staff and the Planning & Oversight Committee's recommendation to approve the seven (7) Community Workforce Services contracts funded under the American Rescue Plan Act (ARPA) to provide employment-related services to Solano County residents negatively impacted by the economic effects of the COVID-19 pandemic for a period of February 1, 2023 through January 31, 2024. These contracts are eligible for renewal for one additional year.

It is also recommended that the Board authorize the President/Executive Director to finalize and sign these contracts after it has been reviewed by County Counsel and approved as to form, and make administrative changes, as needed. Once approved, the contracts will be submitted to the Solano County Administrator's Office for final approval and execution.

DISCUSSION

The Workforce Development Board (WDB) of Solano County received funds from the Department of Treasury, passed through the County of Solano, to provide employment-related grants to community-based nonprofit organizations through ARPA funding.

RFP Process

The WDB released a Request for Proposals (RFP) for American Rescue Plan Act (ARPA) Community Workforce Grants on October 26, 2022, with funding up to \$1,500,000 over two years. The RFP was disseminated to over sixty (60) organizations and posted on the County's Public Purchasing website as well as the WDB's website. On November 3, 2022, the WDB held a Bidders' Conference, which was attended by fourteen (14) local employment-related service providers. The WDB additionally held a Technical Assistance Webinar on November 15, 2022, to review compliance and administrative parameters associated with the federal funding source. Three (3) local service providers attended. Finally, the WDB held a Technical Assistance Open Session on November 21, 2022, to provide an opportunity for potential respondents to ask final questions in real-time. Two (2) local service providers utilized the open session opportunity. The deadline for proposal submission was Wednesday, November 23, 2022.

Staff received seventeen (17) proposals with a total request of \$3,833,263.

Tier One Proposals – Vallejo Project, Lighthouse Covenant Fellowship

Tier Two Proposals – 4th Second, Center for Urban Excellence, Club Stride, DOVE

Tier Three Proposals – Center for Employment Opportunities, California Human Development, Children’s Network of Solano County, Connections for Life, Construction Trades Workforce Initiative, Goodwill of San Francisco, Health Education Council, Match2Hire, Mission Samoa, Solano County Office of Education, Vacaville Solano Services Corporation

All proposals received a threshold review and met the minimum qualifications for Ad Hoc Review Committee consideration. The Ad Hoc Review Committee consisted of local funder representatives, Board members, and staff. The Ad Hoc Review Committee met on December 9, 2022, to discuss the proposals and make recommendations for Community Workforce Grant recipients.

Applicants could receive up to 105 points, including up to 5 bonus points for proposing to serve locally prioritized ARPA populations. Below is a breakdown of the aggregate scores for each proposal received:

Proposer	Total Points Possible	Average Score
California Human Development	105	98
Goodwill Industries of San Francisco	105	97
Center for Employment Opportunities	105	91.3
Center for Urban Excellence	105	93.5
Vallejo Project (Build Your Future)	105	92.2
Club Stride	105	90
Mission Samoa	105	86.5
4 th Second	105	89.8
Vacaville Solano Services Corp	105	85.3
Match2Hire	105	63.5
Lighthouse Covenant Fellowship	105	62.5
Connections for Life	105	53
Construct Trades Workforce Initiative	105	87.3
Health Education Council	105	87
Children’s Network of Solano County	105	86.5
Solano County Office of Education	105	86.5
DOVE	105	85.5

During the selection process, the committee also considered funding constraints, and the location of services to the community as well as ensuring various types of impacted and disproportionately impacted populations were served. Based on the proposals submitted, evaluations, and scores, the following organizations have proven to meet the WDB’s specifications and needs: California Human Development, Goodwill Industries of San Francisco, Center for Employment Opportunities, Center for Urban Excellence, Vallejo Project (Build Your Future), Club Stride, and Mission Samoa.

As part of this agenda item, each attachment for its respective organization includes the Cover Sheet, Scope of Work (Exhibit A), and Budget (Exhibit B). Also included as separate attachments are the General Terms and Conditions (Exhibit C) and the ARPA Terms and Conditions (Exhibit D). Both terms and conditions were provided by Solano County for ARPA specifically. Further, the General Terms and Conditions for Contractor and Sub-recipient are identical, with the determination of Contractor or Sub-recipient being the only difference. Only one Exhibit C and Exhibit D has been included as an attachment for reference.

For the purpose of these contracts, Sub-recipients will be responsible for determining program eligibility, enrolling participants, and adhering to performance requirements. Those identified as Contractors will be providing services while WDB determines program eligibility, enrolling participants, and performance requirements.

Center for Urban Excellence – Attachment A
Center for Employment Opportunity – Attachment B
California Human Development – Attachment C
Club Stride – Attachment D
Goodwill Industries – Attachment E
Mission Samoa – Attachment F
Vallejo Project – Attachment G
General Terms and Conditions (Exhibit C) – Attachment H
ARPA General Terms and Conditions (Exhibit D) – Attachment I

During the January 10, 2023, Planning & Oversight Committee meeting, Ms. Henry gave a presentation as an overview of these contracts. The committee reviewed and approved the (7) seven contracts, authorizing the President/Executive Director to make administrative changes and present the final contracts presented to the Board as part of this agenda item.

ALTERNATIVES: The Board could choose not to approve one or more of these contracts, overall or in part, and instead provide staff with direction to reevaluate additional proposals for consideration. However, the organizations selected are ensuring various types of impacted and disproportionately impacted populations were served.

AGENCY BUDGET IMPACT: The necessary funding to cover the cost of this contract is included in the FY22-23 budget through American Rescue Plan Act funding.

REPORT PREPARED BY: Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.



Heather Henry, President/Executive Director

**SERVICE
AGREEMENT
CONTRACT**



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-014

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Center for Urban Excellence ("Sub-recipient") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023, through January 31, 2024
3. The Maximum amount of this contract is: \$ 75,000

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

**APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD**

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

**APPROVED BY THE CENTER FOR URBAN
EXCELLENCE**

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Reina Robinson

TITLE: CEO

DATE: _____

ADDRESS:
PO Box 5543
Vallejo, CA 94590
(707) 731-4243

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide work readiness, skills attainment for economic advancement, and positive professional networking opportunities for BIPOC Youth in Solano County.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals in improved access into the workforce.
5. Document, measure, and track participants' success in meeting program outcomes.

B. SERVICE ACTIVITIES

Sub-recipient will provide the service activities as outlined below to accomplish the goal of the (ARPA) Community Workforce Grant:

1. ***Outreach and Recruitment*** – Sub-recipient will provide participant recruitment activities to attract, inform and prepare eligible youth in Fairfield and Vallejo who have previously been homeless, in foster care, runaway, or justice involved participants for the Fostering Resilience Youth Leadership program services offered through the contract.
2. ***Eligibility Determination*** – Sub-recipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. Sub-recipient will ensure each individual receiving services under this contract meet the below requirements.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impact Other Households: Under 35 Years of Age
- Impacted Households that Experienced Unemployment
- Disproportionately Impacted Low-Income Households and Populations

All individuals enrolled into the program will be informed of procedures for submitting grievances and complaints.

3. ***Assessment***– Sub-recipient will conduct a series of assessments to evaluate academic levels, employment barriers, basic skill level, occupational skills, prior work experience, supportive service needs and development levels.

4. ***Individual Service Strategy (ISS) Development and Attainment***– Sub-recipient will work with participants to create an ISS to identify age appropriate short and long-term SMART goals, including career pathways, employment, social and personal goals.

Services planned for participants may include:

- Identifying strengths and obstacles
- Individual goal setting
- Workplace tours and shadowing
- Career exploration activities
- Mentorship
- College and career fair attendance
- Hearing guest speakers from various industries
- Connections to community resources

Sub-recipient will support participants in accomplishing the short- and long-term goals identified in the ISS, including intensive support service to get back into school and reconnect to the educational system. Highly motivated participants enroll in Fostering Youth Leadership; highly supportive and collaborative program provides a network of support.

Sub-recipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants. Sub-recipient will provide follow up services for up to 12 months after program goal attainment to ensure participants remain connected to wraparound supportive services.

5. ***Work Readiness and Work Experiences*** – For participants pursuing employment goals, participants will receive at least 20 hours of workplace readiness training to build basic hard and soft skills.

Work experiences will be developed for participants that include:

- Subsidized and unsubsidized work experiences
- Supportive worksite that teaches real-world skills
- Employment related costs: transportation, uniform, tools, and supplies

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient 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 all contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;

- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served. The services offered will be available throughout the year.

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

Sub-recipient will locate services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. 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. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the logo of the County of Solano, as well as the statement “Made possible by the funding from the County of Solano.” Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Sub-recipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven’t been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 and the County of Solano shall have access to such records in the event an audit is required.

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

H. REPORTING REQUIREMENTS

Sub-recipient shall report via CalJOBS system and in participant files any documentation and information relating to participant’s enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant’s file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Sub-recipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Sub-recipient will enroll 24 participants over the course of the contract.

Measure	Goal
Process Measures	
Number of Job shadow experiences	20
Number of Worksite tours	6
Number of College tours	4
Number of Guests speaking events hosted	10
Number of Job Fairs hosted	2
Participant Outcomes	
Number enrolled	24
Percentage of participants completing work readiness trainings	90%
Number enrolled in job training programs	6
Percentage of participants completing job training programs	66%
Percentage of participants employed 90 days after program exit	90%
Percentage of participants with an increase of at least 20% in gross income	50%

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient 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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;

4. Inform Sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include sub-recipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and Sub-recipient may be refined and changed in contract negotiations or due to changes in regulations or policies relating to ARPA implementation.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Salaries and Benefits	\$26,800	\$26,800
SUBTOTAL PERSONNEL:	\$26,800	\$26,800

PARTICIPANT COSTS		
Training Tuition	\$10,500	\$10,500
Participant Wages	\$17,000	\$17,000
Supportive Services	\$8,300	\$8,300
SUBTOTAL TRAINING COSTS:	\$35,800	\$35,800

PROGRAM OPERATING COSTS		
Social Outings	\$1,500	\$1,500
Mileage and Travel	\$1,500	\$1,500
Office Equipment	\$1,000	\$1,000
Communication and Outreach	\$1,000	\$1,000
SUBTOTAL OPERATING COSTS:	\$5,000	\$5,000

ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$7,400	\$7,400

CONTRACT TOTALS:	\$75,000	\$75,000
-------------------------	-----------------	-----------------

1. The WDB agrees to pay the Sub-recipient 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 Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, 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 total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$75,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-013

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Center for Employment Opportunities, Inc. ("Sub-recipient") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023, through January 31, 2024
3. The Maximum amount of this contract is: \$ 92,412.00

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 – ARPA Special Terms and Conditions

APPROVED BY THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY THE CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Veronica Tarutani

TITLE: Solano County Site Director

DATE: _____

ADDRESS:

1411 Oliver Road, Suite 120
Fairfield, CA 94534
(415) 521-4991

Approved as to Form: _____

Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide reentry services to justice-involved adults living in Solano County or returning home from incarceration and are seeking economic advancement and employment.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals returning from incarceration in improved access into the workforce
5. Document, measure, and track participants' success in meeting program outcomes.

B. SERVICE ACTIVITIES

Sub-recipient will provide the service activities as outlined below to accomplish the goal of the ARPA Community Workforce Grant:

1. ***Outreach and Enrollment*** – Sub-recipient shall conduct outreach and recruitment activities countywide to attract, inform and prepare eligible justice-involved participants in the program services offered through the contract. Activities shall include:
 - Paid orientation, individually or as a group;
 - Safety information provided to participants: in program, on job site and training;
 - Identifying barriers to employment or training;
 - Digital skills preparedness; and
 - Procedures for presenting grievances and complaints.
2. ***Eligibility Determination*** – Sub-recipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. Sub-recipient will ensure each individual receiving services under this contract meet the below requirements.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Impacted Households that Experienced Unemployment
- Disproportionately Impact Other Households: Member of Minority Group
- Disproportionately Impacted Low-Income Households and Populations

3. ***Transitional Job Crews*** – Sub-recipient will utilize current and future worksite agreements with local government and community employers to place participants in work-based learning opportunities. Participants will be organized into transitional job crews accompanied by a site supervisor.
2. ***Career Coaching Services*** – Sub-recipient will provide career coaching and case management services that focuses on building employability skills to prepare participants for work experience, occupational training, and educational opportunities.

Services may include:

- Overcoming barriers to employment
- Identifying a career path
- Identifying strengths and obstacles
- Individual goal setting
- Job readiness skills training
- Job placement assistance
- Job retention services for up to one (1) year

3. ***Occupational Skills Training*** – Sub-recipient will offer opportunities for participants to earn industry recognized certifications in sectors with family-sustaining earning potentials.

Virtual and in-person classes offered/supported will include:

- OSHA certification
- Licensing in flagging and warehousing
- Forklift certification
- Food handling certification
- Commercial Driver’s License (CDL)
- Emerging Leaders Program

Sub-recipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants.

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient 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 all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants’ needs;
 - e. Provide a regular location in Solano County where services can be reliably provided for program participants;
 - f. Provide internal monitoring and oversight of program activities and requirements;

- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served. The services offered will be available throughout the year.

C. SUB-RECIPIENT'S RESOURCES

Sub-recipient will implement and coordinate ARPA Community Workforce services at its site(s) and shall provide all necessary instruction, supervision, and supplies for program activities. Sub-recipient shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. LOCATION OF SERVICES

Sub-recipient will locate services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. 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. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the logo of the County of Solano, as well as the statement "Made

possible by the funding from the County of Solano.” Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Sub-recipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven’t been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 and the County of Solano shall have access to such records in the event an audit is required.

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

H. REPORTING REQUIREMENTS

Sub-recipient shall report via CalJOBS system and in participant files any documentation and information relating to participant’s enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant’s file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Sub-recipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Sub-recipient will enroll 60 participants over the course of the contract.

Measure	Goal
Number enrolled	60

Number of participants enrolled in sectoral job training programs	2
Percentage of training participants completing sectoral job training programs	35%
Number of participants enrolled in other short-term occupational trainings	18
Number of participants entering employment	24

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient 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 modification or termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. Inform Sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include sub-recipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and Sub-recipient may be refined and changed in contract negotiations or due to changes in regulations or policies relating to ARPA implementation.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Program Management	\$22,055	\$22,055
Participant Support Staff	\$51,711	\$51,711
SUBTOTAL PERSONNEL:	\$73,766	\$73,766

COSTS		
Training Tuition	\$5,500	\$5,500
Supportive Services	\$4,250	\$4,250
SUBTOTAL TRAINING COSTS:	\$9,750	\$9,750

PROGRAM OPERATING COSTS		
Staff Travel	\$250	\$250
Supplies	\$2,500	\$2,500
SUBTOTAL OPERATING COSTS:	\$2,750	\$2,750

ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$8,626	\$8,626

CONTRACT TOTALS:	\$92,412	\$92,412
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1. The WDB agrees to pay the Sub-recipient 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 Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, 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 total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$92,412** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

**SERVICE
AGREEMENT
CONTRACT**



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-012

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and California Human Development. ("Sub-recipient") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023, through January 31, 2024
3. The Maximum amount of this contract is: \$ 150,000.00

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 – ARPA Special Terms and Conditions

**APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD**

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

**APPROVED BY THE CALIFORNIA HUMAN
DEVELOPMENT**

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Thomas Stuebner

TITLE: CEO

DATE: _____

ADDRESS:
3315 Airway Drive
Santa Rosa, CA 94503
(707) 523-1155 ext. 4739

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide critical job training and support services and emergency supportive services for Migrant-Seasonal Farmworkers (MSFWs) in Solano County.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals in improved access into the workforce.
5. Document, measure, and track participants' success in meeting program outcomes.

B. SERVICE ACTIVITIES

Sub-recipient will provide the service activities as listed below to accomplish the goal of the ARPA Community Workforce Grant:

1. ***Outreach and Enrollment*** – Sub-recipient shall conduct activities to attract, inform and prepare eligible MSFW participants in the program services offered through the contract. Outreach will be conducted throughout Solano County, with services based in Dixon.
2. ***Eligibility Determination***– Sub-recipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. This includes ensuring that all participants meet eligibility requirements per ARPA policies and Workforce Development Board (WDB) guidance.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Impacted Households that Experienced Unemployment
- Disproportionately Impacted Low-Income Households and Populations

3. ***Job Training***– Sub-recipient will utilize current and future worksite agreements with local government and community employees to place participants in work-based learning opportunities to include, but not limited to, the following:
 - Basic Career Services
 - Job Training
 - Training related allowances
 - Work experience opportunities

- Job readiness, Job development and Job placement
 - Emergency Supportive Services
 - Participant referrals to Health resources in the community
 - Participant outreach about the CDC guidelines for Covid-19 prevention and other transmissible diseases
 - Participant referrals to health webinars or workshops under different health entities
4. ***Career Services*** – Sub-recipient will provide career services that focus on building employability skills to prepare MSFWs of Solano County for work. Through individual assessments and ongoing case management, CHD case managers and staff will identify needs-assistance.

Services provided will include:

- Assessment of skill levels
 - Development of an Individual Employment/Educational Plan (IEP)
 - Provision of WIOA Basic Career Services
 - Work experience, as appropriate
 - Referrals to community services, as needed
5. ***Related Assistance Only (RAO)*** – Sub-recipient will aid participants with essential services including emergency support services such as nutrition and shelter. CHD will provide MSFWs with rapid response efforts during disaster and crisis situations. RAO may also include childcare, motel/residential vouchers, car repairs, food vouchers and medical assistance.
6. ***Job Development, Placement, and Follow up*** – Sub-recipient will develop jobs for MSFWs. Case Managers will provide job leads, and match openings with work goals of individual participants who have completed basic career training. Best match individuals are prepared for interviews, employer expectations, developing resumes and mock interviews. Follow up services will begin day one (1) for a minimum of 12 months, providing extended case management and support services to ensure permanent employment.

Sub-recipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants.

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient 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 all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;

- e. Provide a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday, or based on the need and availability of the CHD's MSFW participants. The services offered will be available throughout the year.

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

Sub-recipient will locate services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. 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. No information that would personally identify the individual may be included in email correspondence. See WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy for further details.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the logo of the County of Solano, as well as the statement “Made possible by the funding from the County of Solano.” Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Sub-recipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven’t been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 and the County of Solano shall have access to such records in the event an audit is required.

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

H. REPORTING REQUIREMENTS

Sub-recipient shall report via CalJOBS system and in participant files any documentation and information relating to participant’s enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant’s file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Sub-recipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Sub-recipient will enroll 10 participants over the course of the contract.

Measure: 2 year span	Goal
Number participants enrolled	10
Number of participants receiving individualized services	3
Number of participants receiving training services	8
Number of credentials attained	3
Number of participants receiving Related Assistance	2
Number of participants obtaining employment	3

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient 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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. Inform Sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include sub-recipient staff in appropriate professional development and training.

The roles and responsibilities of the WDB and Sub-recipient may be refined and changed in contract negotiations or due to changes in regulations or policies relating to ARPA implementation.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>		
Project Salaries and Benefits	\$59,706	\$59,706
SUBTOTAL PERSONNEL:	\$59,706	\$59,706
PARTICIPANT COSTS		
Vocational Training	\$37,500	\$37,500
Work Experience	\$36,450	\$36,450
Supportive Services	\$3,000	\$3,000
SUBTOTAL TRAINING COSTS:	\$76,950	\$76,950
PROGRAM OPERATING COSTS		
Facilities	\$2,500	\$2,500
Office Supplies	\$500	\$500
Communication	\$1,242	\$1,242
Staff Travel	\$750	\$750
Outreach	\$450	\$450
SUBTOTAL OPERATING COSTS:	\$5,442	\$5,442
ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$7,902	\$7,902
CONTRACT TOTALS:	\$150,000	\$150,000

1. The WDB agrees to pay the Sub-recipient 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 Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing,

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 total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-015

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Club Stride Inc. ("Contractor") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023, through January 31, 2024
3. The Maximum amount of this contract is: \$ 75,000.00

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 – ARPA Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)
NAME: Heather Henry
TITLE: President/Executive Director
DATE: _____
ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY THE CLUB STRIDE INC.

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Rhonda Renfro
TITLE: Executive Director
DATE: _____
ADDRESS:
1000 Azuar Drive
Vallejo, CA 94592
(707) 752-7806

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide essential digital marketing skills that promote digital literacy and prepares targeted Vallejo young adults to successfully participate in digital economies;
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support Vallejo communities in improved access into the workforce.
5. Document and communicate project progress in a reliable, professional, and responsible manner.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of the ARPA Community Workforce Grant:

1. ***Outreach and Recruitment*** – Contractor will conduct participant recruitment activities to attract, inform and prepare eligible minority youth in Vallejo. Contractor will leverage its partnership with Vallejo High School for recruitment.
2. ***Eligibility Determination*** – Contractor will refer potential participants to the WDB for eligibility determination for ARPA Community Workforce Grant services. Contractor will support the WDB in collecting any required documentation or paperwork. The WDB will have the final approval of participants to be enrolled in ARPA services.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other Households: Under 35 Years of Age
- Disproportionately Impacted Other Households: Member of Minority Group

3. ***Boot Camp*** – Contractor will provide participants a 16-week Boot Camp to build skills relating to digital marketing. The Boot Camp curriculum will include experiential project-based learning activities delivered through live and online classes. The Boot Camp will include seven areas of digital marketing:

- Search Engine Optimization (SEO)
- Web Analytics
- Pay-Per-Click
- Conversion Optimization
- Email Marketing

- Content Marketing
- Social Media Marketing

At least two professional media technology workshops will be conducted per bootcamp cohort, focused on content creation, media technology, and career development. A post-course module will be provided on Building a Digital Marketing Portfolio.

4. ***Coaching and Workplace Preparation*** – Participants will receive personalized support to complete the bootcamp and project activities. Contractor will provide resume building and career resources platforms to support learning.
5. ***Work Experience*** – Contractor will work with local business partnerships to provide paid micro-internships (short-term, paid client assignments) to build experience and income.
6. Contractor will support collection of registration, completion, credential, and other performance data documentation per agreed-upon guidelines.

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 program sustainability for duration of the Contract;
- d. Provides services during business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Contractor shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served. The services offered will be available throughout the year.

C. 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.

D. LOCATION OF SERVICES

Contractor will locate services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. As part of this communication, the Contractor must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Contractor funds from the WDB must include the logo of the County of Solano, as well as the statement "Made possible by the funding from the County of Solano." Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The WDB and County of Solano 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 and the County of Solano 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.

H. REPORTING REQUIREMENTS

Contractor shall work with the WDB to support any participant or project reporting requirements for services provided to participants as part of this Contract. All services being offered to participants will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Contractor must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes

- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Contractor will provide community workforce services for up to 10 clients during the contract period:

Measure	Goal
Number of participants enrolled	10
Number of individuals enrolled in sectoral job training programs	10
Percentage of participants completing sectoral job training programs	70%
Number of participants enrolled in micro-internship	1

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor 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. Partner on outreach and recruitment of training participants. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
3. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
4. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
5. Inform Contractor 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;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Process payments for services; and
8. Include Contractor staff in appropriate ongoing professional development and training.

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 ARPA upon written notification.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Marketing Strategy Instructor	\$21,600	\$21,600
Project Salaries and Benefits	\$16,400	\$16,400
SUBTOTAL PERSONNEL:	\$38,000	\$38,000

PARTICIPANT COSTS		
Participant Stipends	\$15,000	\$15,000
Supportive Services	\$1,800	\$1,800
SUBTOTAL TRAINING COSTS:	\$16,800	\$16,800

PROGRAM OPERATING COSTS		
Learning Software	\$10,200	\$10,200
Contracted Instructors	\$1,000	\$1,000
Outreach	\$5,000	\$5,000
SUBTOTAL OPERATING COSTS:	\$16,200	\$16,200

ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$4,000	\$4,000

CONTRACT TOTALS:	\$75,000	\$75,000
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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 Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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 must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, 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 total contract amount.

3. 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.
4. 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. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$75,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

**SERVICE
AGREEMENT
CONTRACT**



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-016

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Goodwill of the San Francisco Bay ("Contractor") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023, through January 31, 2024
3. The Maximum amount of this contract is: \$ 150,000.00

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 – ARPA Special Terms and Conditions

**APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD**

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

**APPROVED BY GOODWILL OF THE SAN
FRANCISCO BAY**

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Nare Jagroop

TITLE: CFO

DATE: _____

ADDRESS:
750 Post Street
San Francisco, CA 94109
(510) 698-7215

Approved as to Form: _____

Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide critical job training and support services for low-income adults in Fairfield and Vallejo, identified as High Priority service areas.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals looking to enhance their job skills.
5. Document, measure, and track participants' success in program outcomes.

B. SERVICE ACTIVITIES

Sub-recipient will provide the service activities as defined below to accomplish the goal of the American Rescue Plan Act (ARPA) Community Workforce Grant:

1. ***Outreach and Enrollment*** – Sub-recipient shall conduct activities to attract, inform and prepare eligible Goodwill participants in the program services offered through the contract. Outreach will be conducted throughout Solano County including orientations and assessments at community locations, with services based in Fairfield and Vallejo.
2. ***Intake and Eligibility Determination*** – Sub-recipient will conduct an intake screening for eligibility and enrollment for each potential participants, including identification of any employment barriers. Sub-recipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. This includes ensuring that all participants meet eligibility requirements per ARPA policies and Workforce Development Board (WDB) guidance.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Impacted Households that Experienced Unemployment
- Disproportionately Impacted Households and populations residing in Qualified Census Tracts
- Disproportionately Impacted Low Income Households and Populations

3. ***Career Services*** – Sub-recipient will provide career services that focus on building employability skills to prepare Goodwill participants for work experience. Through individual assessments and ongoing case management, Goodwill Case managers and

staff identify needs-assistance. Services will be outlined in the participant's Individual Career Development Plan (ICDP) and shared with external partners to reduce redundancies in service.

Services include will include:

- Job Readiness Training, a five-day workshop at the Vallejo or Fairfield Career Center
- Guided job search with daily action plans
- Access to Dress for Success clothing closet
- Job placement assistance
- Guest employer speakers
- Job fairs
- Referrals to needed supportive services

4. ***Transitional Employment*** – Sub-recipient will utilize its social enterprise operations to provide transitional employment opportunities in retail store operations, donation center support, office assistance, and custodial support. Transitional employment will be scheduled for up to 20 hours per week for up to 30 days. Career Advisors will conduct the onboarding and workplace orientation of participants and serve as coaches and mentors during the transitional employment placement.
5. ***Retention Services*** – Sub-recipient will provide retention follow up services for 12 months, follow up calls for individuals at 30- and 90-days increments, 6 months and 1 year. If a participant is terminated or dismissed, the Career Coach will re-engage job seeker with more training or placement services, as needed. career center staff will also reach out to employers and address any issues.

Sub-recipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants on a weekly basis.

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient 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 all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
 - e. Provide a regular location in Solano County where services can be reliably provided for program participants;
 - f. Provide internal monitoring and oversight of program activities and requirements;
 - g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;

- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday, or based on the need and availability of participants. The services offered will be available throughout the year.

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

Sub-recipient will locate services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. 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. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the logo of the County of Solano, as well as the statement "Made possible by the funding from the County of Solano." Appropriate documents include

websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Sub-recipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven't been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 and the County of Solano shall have access to such records in the event an audit is required.

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

H. REPORTING REQUIREMENTS

Sub-recipient shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant's file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Sub-recipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Sub-recipient will enroll 120 participants over the course of the contract.

Measure	Goal
Number of Participants Enrolled	50
Complete Job Readiness Training	80%
Percentage of Training Completers Entering Employment	80%

Transitional Employment	7
Employment Retention past 90 days	80%

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient 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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. Inform Sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include sub-recipient staff in appropriate professional development and training.

The roles and responsibilities of the WDB and Sub-recipient may be refined and changed in contract negotiations or due to changes in regulations or policies relating to ARPA implementation.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Career Services Staff	\$95,602	\$95,602
SUBTOTAL PERSONNEL:	\$95,602	\$95,602

COSTS		
Supportive Services	\$20,000	\$20,000
Participant Wages and Benefits	\$20,880	\$20,880
SUBTOTAL TRAINING COSTS:	\$40,880	\$40,880

ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$15,000	\$15,000

CONTRACT TOTALS:	\$150,000	\$150,000
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1. The WDB agrees to pay the Sub-recipient 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 Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, 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 total contract amount.
3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.

5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

DRAFT

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-017

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Mission Samoa Inc. ("Contractor") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023 through January 31, 2024
3. The Maximum amount of this contract is: \$ 150,000.00

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 – ARPA Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)
NAME: Heather Henry
TITLE: President/Executive Director
DATE: _____
ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY THE MISSION SAMOA INC.

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Eugene Ahu
TITLE: Director
DATE: _____
ADDRESS:
1200 Western Street Suite B
Fairfield, CA 94533
(707) 399-9209

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide critical job training and support services for low-income adults in Fairfield and Vallejo, identified as High Priority service areas.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals looking to enhance their job skills.
5. Document, measure, and track participants' success in program outcomes.

B. SERVICE ACTIVITIES

Sub-recipient will provide the service activities as defined below to accomplish the goal of the American Rescue Plan Act (ARPA) Community Workforce Grant:

1. ***Outreach and Enrollment*** – Sub-recipient shall conduct activities to attract, inform and prepare eligible participants in the program services offered through the contract. Outreach will be conducted throughout Solano County including orientations and assessments at community locations, with services based in Fairfield and Vallejo.
2. ***Intake and Eligibility Determination*** – Sub-recipient will conduct an intake screening including a thorough needs assessment. Subrecipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. This includes ensuring that all participants meet eligibility requirements per ARPA policies and Workforce Development Board (WDB) guidance.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other: Members of a Minority Group
- Disproportionately Impacted Other: Low Level of Education
- Disproportionately Impacted Other: Under 35 Years of Age

3. ***Career Services*** – Sub-recipient will provide career services that focus on building employability skills to prepare participants for work experience. Services will be outlined in the participant's plan and case managers connect with participants weekly.

Services include will include:

- Temporary housing
- Customized job skills training course
- Job placement assistance

- Referrals to needed supportive services
4. ***Short-Term Occupational Training*** – Sub-recipient will provide participants the opportunity to participate in one of four on-site job training programs. Participants can be certified within 90 days.

Training options include:

- Forklift Job Training Certification
- Auto Mechanic Job Training Certification
- Security Job Training Certification
- Warehouse Job Training Certification

Sub-recipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants on a weekly basis.

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient 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 all contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday, or based on the need and availability of participants. The services offered will be available throughout the year.

C. SUB-RECIPIENT'S RESOURCES

Sub-recipient will implement and coordinate ARPA Community Workforce services at its site(s) and shall provide all necessary instructions, supervision, and supplies for program activities. Sub-

recipient shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. LOCATION OF SERVICES

Sub-recipient will locate services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. 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. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the logo of the County of Solano, as well as the statement "Made possible by the funding from the County of Solano." Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Sub-recipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven't been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 and the County of Solano shall have access to such records in the event an audit is required.

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

H. REPORTING REQUIREMENTS

Sub-recipient shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant's file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Sub-recipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Sub-recipient will enroll 20 participants over the course of the contract.

Measure	Goal
Number of Participants Enrolled	20
Complete Job Readiness Training	85%
Percentage of Training Completers Entering Employment	85%

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient 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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. Inform Sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure services align with community and industry needs;

6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include sub-recipient staff in appropriate professional development and training.

The roles and responsibilities of the WDB and Sub-recipient may be refined and changed in contract negotiations or due to changes in regulations or policies relating to ARPA implementation.

DRAFT

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Career Services Staff	\$72,120	\$72,120
SUBTOTAL PERSONNEL:	\$72,120	\$72,120

PARTICIPANT COSTS		
Facilitators	\$11,520	\$11,520
Stipends	\$7,200	\$7,200
Supportive Services	\$9,160	\$9,160
SUBTOTAL TRAINING COSTS:	\$27,880	\$27,880

PROGRAM OPERATING COSTS		
Rent and Utilities	\$29,600	\$29,600
Office Supplies	\$3,600	\$3,600
Travel	\$1,800	\$1,800
SUBTOTAL OPERATING COSTS:	\$35,000	\$35,000

ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$15,000	\$15,000

CONTRACT TOTALS:	\$150,000	\$150,000
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1. The WDB agrees to pay the Sub-recipient 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 Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, 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 total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-018

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and VASA Educational Services ("Contractor") for American Recovery Plan Act (ARPA) Community Workforce Services
2. The term of this Contract is: February 1, 2023 through January 31, 2024
3. The Maximum amount of this contract is: \$ 25,000.00

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 – ARPA Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY THE VASA EDUCATIONAL SERVICES

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Adjoa McDonald

TITLE: Board President

DATE: _____

ADDRESS:
2635 Napa Street, Unit 1361
Vallejo, CA 94590
(707) 534-8189

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide an engaging Carpentry/Skilled Trades Pathway program to targeted Solano County young adults to successfully make the transition into a career in carpentry;
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support young adults in targeted Vallejo communities in improved access into the workforce.
5. Document and communicate project progress in a reliable, professional, and responsible manner.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of the ARPA Community Workforce Grant:

1. ***Outreach and Recruitment*** – Contractor will provide participant recruitment activities to attract, inform and prepare eligible youth in Vallejo who have previously been homeless, in foster care, or having a low level of education for the Build Your Future Project services offered through the contract.
2. ***Eligibility Determination*** – Contractor will refer potential participants to the WDB for eligibility determination for ARPA Community Workforce Grant services. Contractor will support the WDB in collecting any required documentation or paperwork. The WDB will have the final approval of participants to be enrolled in ARPA services.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other Households: Under 35 Years of Age
- Disproportionately Impacted Households and populations residing in Qualified Census Tracts
- Disproportionately Impacted Other Households: Member of Minority Group

3. ***Boot Camp*** – Contractor will provide participants with a 4-week Boot Camp to build important soft skills relating to the world of seeking employment. The Boot Camp will include guidance on resume and cover letter writing, provide the ability to job shadow, and provide tutorials on how to navigate the job market.
4. ***Short-Term PreVocational Training*** – Participants will receive short-term prevocational training provided in partnership between the Vallejo Project and the Carpenters Union Local

180. Participants may complete the simple construction program held on Saturdays or the robust construction program held during the week.

Elements of the training include:

- Workplace safety instruction
- Transportation to Carpenters Union Local 180 training site in Pleasant Hill
- Postsecondary and career exploration
- Mentorship

Participants who complete the training will receive a \$500 stipend for training completion.

5. **Work Experience** – Contractor will provide work experience opportunities for participants, including building projects developed in conjunction with the California Carpenters Union in local community gardens.
6. Contractor will support collection of registration, completion, credential, and other performance data documentation per agreed-upon guidelines.

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 program sustainability for duration of the Contract;
- d. Provides services during business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Contractor shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served. The services offered will be available throughout the year.

C. 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.

D. LOCATION OF SERVICES

Contractor will locate services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. As part of this communication, the Contractor must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Contractor funds from the WDB must include the logo of the County of Solano, as well as the statement "Made possible by the funding from the County of Solano." Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

G. DOCUMENTATION AND RECORDS

The WDB and County of Solano 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 and the County of Solano 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.

H. REPORTING REQUIREMENTS

Contractor shall work with the WDB to support any participant or project reporting requirements for services provided to participants as part of this Contract. All services being offered to participants will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Contractor must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Contractor will provide community workforce services for up to 10 clients during the contract period:

Measure	Goal
Number of participants enrolled	10
Number of individuals enrolled in sectoral job training programs	10
Percentage of participants completing sectoral job training programs	80%
Participants beginning carpenters' pre-apprenticeship program	5

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor 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. Partner on outreach and recruitment of training participants. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
3. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
4. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
5. Inform Contractor 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;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Process payments for services; and
8. Include Contractor staff in appropriate ongoing professional development and training.

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 ARPA upon written notification.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Program Manager Salary and Benefits	\$3,550	\$3,550
SUBTOTAL PERSONNEL:	\$3,550	\$3,550

PARTICIPANT COSTS		
Participant Stipends	\$5,000	\$5,000
Participant Supplies	\$1,850	\$1,850
SUBTOTAL TRAINING COSTS:	\$6,850	\$6,850

PROGRAM OPERATING COSTS		
Career Coaching Contractor	\$4,000	\$4,000
Carpentry Instructor	\$6,000	\$6,000
Operating Expenses	\$2,500	\$2,500
SUBTOTAL OPERATING COSTS:	\$12,500	\$12,500

ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$2,100	\$2,100

CONTRACT TOTALS:	\$25,000	\$25,000
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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 Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President 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 must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, 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 total contract amount.

3. 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.
4. 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. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. 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.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$25,000** 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 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. Stevens Amendment

When issuing press releases, statements, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

37. 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.

38. 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
ARPA SPECIAL TERMS & CONDITIONS

1. Subrecipient and Contractor Compliance

- A. All or part of this contract will be paid with Federal awards. Contractor is designated as a Subrecipient, and the federal funds received under this contract are designated as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Funds, payments, expenses, and procurements under this contract must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including but not limited to, the US Treasury Final Rule (31 CFR Part 35), CSLFRF Compliance Reporting Guidance, and CSLFRF Frequently Asked Questions and all amendments or successor laws, regulations, or guidance thereto.
- B. Subrecipient shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any contracts it enters into with other parties relating to or involving funding under this contract.
- C. Subrecipient shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA CSLFRF funding. Subrecipient shall return to WDB any funds disallowed within (90) ninety days of notification from WDB to return such funds.
- D. As a pass-through entity, the WDB is required to provide certain information regarding Federal award(s) to Contractor as a Subrecipient. WDB will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

2. Reporting

Subrecipient agrees to comply with and support all applicable ARPA CSLFRF reporting requirements and all reporting requirements otherwise stated in the contract, including, but not limited to, providing reports to the WDB as requested. Subrecipient shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

Subrecipient shall be responsible for ARPA CSLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit A;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;
- Identifying efforts to promote equitable outcomes, including how programs were designed with equity in mind; and
- Other reporting based on project category.

3. System for Award Management

Subrecipients and Contractors 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.

4. Public Acknowledgement of Funds

Subrecipient shall appropriately acknowledge funding from the County of Solano ARPA CSLFRF.

Appropriate acknowledgement is defined as follows:

- A. Includes the County of Solano logo and the name of the Workforce Development Board of Solano County;
- B. Includes the statement, “Made possible by funding from the County of Solano”;
- C. The statement and logo must be included in all public materials that mention the funded programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

5. Start-Up Period

Without limiting any remedy available under section 4 or section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Subrecipient does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, WDB reserves the right, in the sole and absolute discretion of WDB, to terminate the Contract with 15 days written notice of such termination to Subrecipient.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval of the ARPA Eligibility and Enrollment Policy, Change 1	MEETING DATE January 20, 2023	AGENDA ITEM VII.C
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff is recommending that the Board of Directors review and approve a Change to the ARPA Eligibility and Enrollment Policy (Attachment A). This policy change was not previously reviewed by the Planning and Oversight Committee.

DISCUSSION:

In order to remain compliant with ARPA regulations governing programmatic and administrative policies outlined in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule, the Workforce Development Board (WDB) of Solano County must update policies, as needed, upon the issuance of new guidance and / or requirements.

Below is an overview of the policy and highlights of key changes:

Overview of Policy

The policy on ARPA Eligibility and Enrollment provides guidelines to WDB and SBDC staff, as well as its subrecipients, on requirements and guidelines for eligibility of services, in accordance with ARPA law, the federal SLFRF Final Rule, and applicable federal and state regulations.

To be eligible to receive ARPA services, a beneficiary (individual, small business, or nonprofit organization) must have experienced a negative economic impact or an economic harm that resulted from the COVID-19 public health emergency. The policy identifies two categories of beneficiaries for eligibility purposes: negatively impacted and disproportionately impacted. The Treasury presumes certain populations or classes experienced negative or disproportionate impact as a result of the COVID-19 pandemic, outlined in the policy.

Change 1 to the ARPA Eligibility and Enrollment Policy

- The need for an applicant signature and date on the ARPA application by the applicant is not needed if the following are true:
 - the individual completed a Workforce Innovation and Opportunity Act (WIOA) or other program application
 - the application has been approved by WDB management
 - the WIOA or other program application is dated December 1, 2019, or later
 - the individual is program eligible

ALTERNATIVES: The Board could choose not to approve policy change and request the Planning & Oversight Committee review the changes prior to Board approval. However, the changes are to ensure that program eligibility determination is customer friendly, by eliminating the need to complete additional paperwork, and not add to the frustrations already experienced by potential beneficiaries.

REPORT PREPARED BY: Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.



Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ISSUANCE

Date: January 20, 2022

Number: 2022-03 Change 1

ARPA ELIGIBILITY AND ENROLLMENT POLICY

CHANGE 1

INTRODUCTION

This policy change revises the need for an applicant signature and date on the ARPA Application by the applicant if the individual has completed a Workforce Innovation and Opportunity Act (WIOA) or other program application approved by WDB management, dated December 1, 2019 or later, and has been determined program eligible. The purpose of this change is to ensure that program eligibility determination is customer friendly, by eliminating the need to complete additional paperwork, and not add to the frustrations already experienced by potential beneficiaries.

QUESTIONS

Questions relating to this policy should be directed to Tracy White, One-Stop Senior Manager, at twhite@solanowdb.org or (707) 863-3520.

POLICY CHANGES

The changes include the following language added to the referenced section:

Self-Attestation

The ARPA Intake or Registration Form used by the WDB or SBDC can also count as a self-attestation form as long as the individual, business, or nonprofit identifies their status for the permitted criteria and signs and dates the form attesting to this self-identification. If the applicant has completed a WIOA application dated December 1, 2019 or later (or another program's application approved by the One-Stop Senior Manager) and has been determined ARPA program eligible, the WIOA Intake or Registration Form (or approved equivalent) may count as ARPA self-attestation.

Co-Enrollment in ARPA Programs

If the individual has completed a Workforce Innovation and Opportunity Act (WIOA) application dated December 1, 2019 or later (or another program's application approved by the One-Stop Senior Manager) and has been determined program eligible, a signature and date from the participant will not be required on the ARPA Application.

DISCLAIMER

This policy is based on WDB's interpretation of the statute, along with the American Rescue Plan Act (2021), Final Rule released by the U.S. Department of Treasury, and federal and state policies relating to ARPA implementation. This policy will be reviewed and updated based on any additional federal or state guidance.

Approved by

Workforce Development Board of Solano County
Napa-Solano Small Business Development Center
County of Solano

DRAFT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

Current Committees and Members

Standing Committees

Executive – meets bi-annually

Fadi Halabi (Chair)	Mario Giuliani (Treasurer)
Chris Churchill (Vice-Chair)	Mary Dugbartey (Member-At-Large)
Melvinia King (Secretary)	Megan Richards (non-Board Member)

Planning & Oversight - meets 4th Tuesday (non- Board months), 3:00 – 5:00 p.m.

Melvinia King (Chair)	Shannon Dodds
Fadi Halabi (Ex-Officio)	Suzanne Castano
Gerald Huber	Viola Lujan
Jon Riley	Tiffany Donahue
David Tam	Dr. Rhuenette Alums (non-Board Member)

Budget - meets quarterly, 8:30 – 10:00 a.m.

Mario Giuliani (Chair)	Dr. Celia Esposito-Noy
Fadi Halabi (Ex-Officio)	Tim Healer
Thomas Stuebner	Megan Richards (non-Board Member)

Ad-Hoc Committees (meets as needed)

Human Resources

Vacant (Chair)
Fadi Halabi (Ex-Officio)
Mary Dugbartey
Jon Riley

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President,
Duracite
Business Representative

Chris Churchill, Vice Chair

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Advance Marketing
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Dr. Melvinia Turner King, Secretary

Executive Director,
Fighting Back Partnership
Community Workforce Representative

Mario Giuliani

Deputy City Manager,
City of Benicia
Economic Development Representative

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Mary Dugbartey

Director, Talent & Organizational Development,
NorthBay Healthcare Foundation
Business Representative

Danny Bernardini

Business Manager,
Napa Solano Building &
Construction Trades Council
Labor Representative

Suzanne Castano

Team Manager,
CA State Department of Rehabilitation
Vocational Rehabilitation Representative

Kelli Courson

Owner,
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Mark DeWeerd

Consultant, Center for Organizing & Bargaining,
California Teachers Association
Labor Representative

Shannon Dodds

VP of Operations,
Paradise Valley Estates
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Tiffany Donahue

Adult Education Administrator,
Vacaville Unified School District
Education Representative

Dr. Celia Esposito-Noy

President,
Solano Community College
Education Representative

Tim Healer

Vice President
Senior Relations Manager
Rabo AgriFinance
Business Representative

Gerald Huber

Director,
Solano County Health & Social Services
Welfare-to-Work/Food Stamps/
Community Development Representative

Viola Lujan

Director of Business &
Community Relations,
La Clinica de La Raza, Inc.
Business Representative

Sabrina Martin

Apprenticeship Coordinator,
Operating Engineers Local 3
Apprenticeship Program Representative

Stephen Reese

Chief Executive Officer,
Million Services, Inc.
Business Representative

Jon Riley

Executive Director,
Napa-Solano Central Labor Council
Labor Representative

Thomas Stuebner

Chief Executive Officer,
California Human Development
Community Workforce Representative

David Tam

Cluster Manager – EPM III,
Employment Development Department
Wagner-Peyser Representative

