



# WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

## **Executive Committee Meeting**

Thursday, May 04, 2023

1:30 p.m. – 2:30 p.m.

Location:

500 Chadbourne Road, Suite A  
Fairfield, CA 94534



## WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

### EXECUTIVE COMMITTEE

Thursday, May 4, 2023

1:30 p.m. – 2:30 p.m.

500 Chadbourne Road, Suite A

Fairfield, CA 94534

### MEETING AGENDA

- I. Welcoming/Convening**
- II. Agenda Changes and/or Deletions**
- III. Public Comment** - *Public comments on agenda items and items under the jurisdiction of the Committee shall be made at this time. A time limit of 3 minutes may be imposed. No action may be taken on non-agenda items.*
- IV. Closed Session**
  - A. Pursuant to §54957.6(b)(1) Annual Evaluation of the WDB's President/Executive Director, Heather Henry
  - B. Pursuant to §54957.6(a) Discussion Regarding Employee Matters
- V. Open Session**
  - 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
- VI. Action Items**

	<b>PAGE</b>
A. Approval of the February 9, 2023, Meeting Minutes	<b>1</b>
B. Approval for an Amendment to Increase the Current Contract Amount with Resource Development Associates, Inc. for Additional Services for an Amount Not to Exceed \$13,000; Give President/Executive Director Signature Authority, and Authority to Make Administrative Changes, as Needed	<b>3</b>
C. Review and Approval for a Contract with Foundation for California Community Colleges to Serve as Employer of Record for Work Experience Clients up to \$139,279, and for Recommendation to the Full Board	<b>10</b>
D. Review and Approval for a 2 <sup>nd</sup> Year Contract Renewal with First Place for Youth as the Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider for an Amount not to Exceed \$176,495, and for Recommendation to the Full Board	<b>18</b>
E. Review and Approval of the Concept of a Contract with California Employer Association; Allow Staff to Enter into Contract Negotiations for an Amount up to Exceed \$100,000; and for Recommendation and Presentation of Finalized Contract to the Full Board	<b>30</b>
- VII. Discussion**
  - A. Board Retirement(s) and Officer Elections
- VIII. Adjournment**

Note: The next Executive Committee will be scheduled at a later time.

# ACTION ITEMS



**MINUTES**  
**EXECUTIVE COMMITTEE MEETING**  
**February 9, 2023**

**I. Welcoming/Convening**

Chair, Fadi Halabi, called the meeting to order at 10:30 a.m. Quorum was established.

**Members Present:** Chris Churchill, Mary Dugbartey, Mario Giuliani, Fadi Halabi Melvinia King, Megan Richards

**Members Absent:** none

**Staff Present:** Heather Henry, Tim Murrill, Tammy Gallentine, Tracy White

**II. Agenda Changes and/or Deletions -** There were no changes to the agenda.

**III. Public Comment -** There were no public comments.

**IV. Closed Session**

At 10:31a.m., Mr. Halabi closed the public meeting and adjourned into a closed session.

**A. Pursuant to §54957.6(a) Discussion Regarding Employee Matters**

**V. Reconvene Open Session**

At 10:36 a.m., the public meeting was reconvened.

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

There was no action taken by the Committee.

**VI. Consent Calendar**

**A. Consider Adoption of Resolution 2023-01 to Continue Remote Meetings Pursuant to AB361**

**B. Approval of the October 11, 2022 Meeting Minutes**

**MOTION #1**

A motion was made and seconded to approve the consent calendar.

**(Giuliani/Churchill) MOTION PASSED UNANIMOUSLY**

**VII. Action Items**

**A. Review and Approval of Two Culturally Competent Technical Assistance Contracts for a Collective Amount Not to Exceed \$190,000 for the Period of February 13, 2023, through September 30, 2024, funding by the American Rescue Plan Act; Give President/Executive Director Signature Authority and Authority to Make Administrative Changes the Contract, as Needed**

Mr. Murrill gave a brief overview of agenda item VII.A, which was included as part of the agenda package and incorporated herein. It was noted the contracts will be providing technical assistance training through one-on-one advising. The two contractors, Solano Black Chamber of Commerce and California Hispanic Chamber of Commerce, will be able to serve populations otherwise difficult to reach and will also help with capacity due to the number of businesses requesting services through SBDC.

**MOTION #3**

A motion was made and seconded to approve the two Culturally Competent Technical Assistance Contracts for a collective amount not to exceed \$190,000 for the period of

February 13, 2023, through September 30, 2024; give President/Executive Director signature authority and authority to make administrative changes the contract, as needed. (Churchill/King) MOTION PASSED UNANIMOUSLY

**B. Review and Approval for a Contract with TAD Grants to Provide Technical Assistance to Support Community Workforce Grantees Not to Exceed \$100,000 for the Period of March 1, 2023, through September 30, 2024, funding by the American Rescue Plan Act; Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed**

Ms. Henry gave a brief overview of agenda item VII.B, which was included as part of the agenda package and incorporated herein. Most of the non-profit organizations rely on government funding which has its own unique contracting requirements around administrative and accounting. TAD Grants will provide assistance in building knowledge of these requirements as well as knowledge of workforce development.

**MOTION #3**

A motion was made and seconded to approve a contract with TAD Grants to provide technical assistance to support community workforce grantees not to exceed \$100,000 for the period of March 1, 2023, through September 30, 2024; give the President/Executive Director signature authority and authority to make administrative changes to the contract, as needed

(Churchill/Dugbartey) MOTION PASSED UNANIMOUSLY

**C. Review and Approval of a Contract with Full Capacity Marketing Inc. (FCM) to Provide an Outreach and Recruitment Assistance Campaign Not to Exceed \$74,150 for the Period of March 1, 2023, through June 30, 2023, funding by the American Rescue Plan Act; Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed**

Mr. Aiken provided an overview of agenda item VII.C., which was included as part of the agenda packet and incorporated herein. This campaign will expand staff's current efforts to attract eligible participants to WDB's programs in hopes to increase enrollments.

**MOTION #4**

A motion was made and seconded to approve a contract with Full Capacity Marketing Inc. to provide an outreach and recruitment assistance campaign not to exceed \$74,150 for the Period of March 1, 2023, through June 30, 2023; give the President/Executive Director signature authority and authority to make administrative changes to the contract, as needed

(King/Dugbartey) MOTION PASSED UNANIMOUSLY

**VIII. Adjournment**

Mr. Halabi announced that it had been brought to the committee's attention that Mr. Aiken has been with the WDB for 30 years. On behalf of the committee, Mr. Halabi thanked Mr. Aiken for his 30 years of service.

The meeting was adjourned at 11:12 a.m.

Respectfully submitted by:

  
\_\_\_\_\_  
Tammy Gallentine, Executive & Board Support Specialist



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b>	Approval for an Amendment to Increase the Current Contract Amount with Resource Development Associates, Inc. for Additional Services for an Amount Not to Exceed \$13,000; Give President/Executive Director Signature Authority, and Authority to Make Administrative Changes, as Needed	<b>MEETING DATE</b> May 4, 2023	<b>AGENDA ITEM</b> VI.B
<b>FROM:</b>	Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A, B

**RECOMMENDATION**

Staff and the Planning and Oversight Committee are recommending that the Executive Committee, on behalf of the full Board, approve an increase to the current contract with Resource Development Associates, Inc. (RDA) to provide additional services during the current contract period. RDA will provide these additional services May 1, 2023, through June 30, 2023, for an increased contract amount not to exceed \$13,000. This additional contract amount will bring the total of the second year of the contract to a cumulative total of \$73,000.

The added services and increase to the contract will be represented as a third amendment to their current contract (Attachment A) and outlines the updates and/or changes to the contract only. All other terms and conditions of the original agreement and its amendments remain unchanged and the original agreement's Scope of Work has been included as Attachment B for reference.

It is also recommended that the Committee authorize the President/Executive Director to sign this contract and make administrative changes, as needed. Once the Committee approves the recommendations, the contract will be reviewed by County Counsel and ratified by the County Administrator's Office.

**DISCUSSION**

RFP Process

On May 19, 2021 staff published and distributed a Request for Proposal for a WIOA Regional Organizer and Regional Training Coordinator Services provider. The solicitation was issued on the WDB website, sent to local firms that provide these services, shared on the Solano County Public Purchasing site, and posted on the California Workforce Association site. Staff received two proposals by the June 7, 2021 deadline.

Based on the proposals submitted, evaluations, and scores, RDA proved to meet the WDB's specifications and needs as the 2021-22 WIOA Regional Organizer and Regional Training Coordinator Services contractor.

### Services

In the first and current year of the contract, RDA has successfully met regional contract objectives. They have facilitated the North Bay region's workforce board directors' and partners' monthly meetings, maintained grant reporting requirements to the state for North Bay regional grants, and represented the North Bay workforce region at statewide meetings.

The additional services are necessary to maintain the North Bay regions' initiative and include:

- Work with NBEC partners to develop Regional Plan modification for submittal and implementation
- Facilitate in person and virtual meetings between EDD and the Regional Planning Unit to strengthen partnership between the groups
- Complete in person training and establish bi-monthly check ins with the East Bay Regional Organizer
- Build capacity to support the Regional Planning Unit by understanding the Regional Planning Unit's WIOA partners
- Strengthen partnerships with other Regional Organizers

### **ALTERNATIVES**

The committee could choose not to recommend the amendment to the contract for increased services and contract amount and instead provide staff with direction to accomplish the additional tasks regionally. However, regionally, RDA has been successful in its work with NBEC partners and continues to strengthen partnerships and overall regional initiatives. Additionally, Solano WDB alone cannot make alternative plans; any new approach would need to be presented and endorsed on a regional basis by the NBEC Steering Committee.

### **AGENCY BUDGET IMPACT**

The WDB's FY2022-23 budget includes the necessary funding to cover the cost of this contract renewal.

### **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.

**THIRD AMENDMENT TO STANDARD CONTRACT  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND  
RESOURCE DEVELOPMENT ASSOCIATES, INC.**

This Third Amendment ("Third Amendment") is entered into as of the first day of July 2023, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and RESOURCE DEVELOPMENT ASSOCIATES, INC. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2021 (the "Contract"), in which Contractor provided the performance of Regional Organizer and Regional Training Coordinator services for the North Bay Employment Connection which included the WDB of Solano, Sonoma and the Joint Powers Agency representing Napa, Lake, Marin and Mendocino for the WDB through June 30, 2022. This contract was amended July 1, 2022 to extend services for one month, through July 31, 2022. A second amendment to the contract was entered into August 1, 2022 to extend the contract through June 30, 2023.
- B. WDB now needs to increase the amount of the existing Contract for additional services to be performed beginning May 1, 2023, through June 30, 2023.
- C. This Third Amendment represents an increase of \$13,000 for additional services.
- D. The parties agree to amend the Contract as set forth below.

2. Service Agreement

A. Budget

Section 3 has been deleted in its entirety and replaced with:

The Maximum amount of this contract is \$133,000 (\$60,000 from the original contract; \$5,125 for the First Amendment; and \$54,875 for the Second Amendment; and \$13,000 for the Third Amendment).

3. Scope of Work (Exhibit A)

A. Contractor Responsibilities

Section 2 has been modified to include:

- d) Additional Services to be performed May 1, 2023 through June 30, 2023
  - Work with NBEC partners to develop Regional Plan modification for submittal and implementation
  - Facilitate in person and virtual meetings between EDD and the Regional Planning Unit to strengthen partnership between the groups
  - Complete in person training and establish bi-monthly check ins with the East Bay Regional Organizer
  - Build capacity to support the Regional Planning Unit by understanding the Regional Planning Unit's WIOA partners
  - Strengthen partnerships with other Regional Organizers

4. Project Budget Summary (Exhibit B)

Exhibit B has been deleted in its entirety and replaced with:

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Regional Organizer/ Regional Training Coordinator Services	July 1, 2021 –June 30, 2022	\$58,500



Travel	July 1, 2021 –June 30, 2022	\$1,500
Regional Organizer/ Regional Training Coordinator Services	July 1, 2022 –July 31, 2022	\$5,000
Travel	July 1, 2022 –July 31, 2022	\$125
Regional Organizer/ Regional Training Coordinator Services	August 1, 2022 –June 30, 2023	\$ 53,500
Travel	August 1, 2022 –June 30, 2023	\$1,375
Regional Organizer/ Regional Training Coordinator Services and Travel (additional services)	May 1, 2023 – June 30, 2023	\$13,000
TOTAL		\$133,000

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Contractor. The Contractor will not be reimbursed for any out of pocket costs.
2. The Contractor shall submit monthly invoices detailing work performed as allowable in the Scope of Work (Exhibit A), number of hours, and amount payable to the WDB's Executive Director/President, or designee. 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 work performed has been accepted in writing by the WDB Executive Director/President, or designee.
3. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment to an authorized WDB representative. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work or that require additional hours beyond the estimated 429 hours of work. Prior written approval by the WDB Executive Director/President, or designee, will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work or that lead to additional hours beyond those budgeted.
5. The maximum payment under the terms of this contract shall under no circumstances, exceed \$133,000 for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract, as previously amended, remain in full force and effect.

\_\_\_\_\_  
Heather Henry, President/Executive Director  
Workforce Development Board of Solano County

\_\_\_\_\_  
Patricia Bennett, President/Chief Executive Officer  
Resource Development Associates, Inc.

#### **APPROVED AS TO FORM**

By \_\_\_\_\_  
County Counsel

## **EXHIBIT A SCOPE OF WORK**

### **A. CONTRACTOR RESPONSIBILITIES**

#### **1. AVAILABILITY TO PERFORM SERVICES**

**Contractor will:**

- i. Provide and train qualified staff in order to plan for and administer the contracted services;
- ii. Provide sustainable services for the duration of contract, including performing the following Service Activities remotely when appropriate; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

#### **2. SERVICE ACTIVITIES**

Contractor will provide WDB with comprehensive Consultant services for the North Bay Employment Connection (NBEC) partners, which includes the Solano WDB, Sonoma Workforce Investment Board, and the Workforce Alliance of the North Bay (covering Napa, Lake, Marin and Mendocino Counties).

Contractor will provide all scheduled work associated with this contract as described below:

##### **a) Regional Partner Convening and Coordination**

- Conduct launch activities, including but not limited to a regional kickoff meeting, interviews with individual NBEC directors, and document review;
- Convene and coordinate monthly NBEC meetings;
- Serve as the liaison with the California Workforce Development Board (CWDB), the Employment Development Department (EDD) and other state-identified technical assistance providers on regional activities;
- Attend regional events on behalf of, or with, NBEC directors;
- Oversee local grant efforts across the region for regional grants;
- Provide regular technical assistance to funded NBEC partners to review and support their progress towards regional outcomes;
- Complete grant exhibits and quarterly reports to the state for NBEC grants;
- Conduct regular project management and communication with the NBEC fiscal agent and the NBEC directors at monthly meetings, share current progress on deliverables and budget, as well as raise any challenges and recommend potential solutions.

##### **b) Regional Training Coordinator (RTC) Duties**

- Fulfill state defined RTC function of ensuring that workforce staff and regional workforce partners receive training and professional development opportunities to ensure regional plan goals are fulfilled;
- Represent NBEC on RTC monthly calls and RTC Convenings;

- Maintain tracking of NBEC trainings;
  - Work with local boards and partners to organize logistics for training(s), as needed;
  - Serve as liaison for the California Workforce Association (CWA) as needed in regards to regional training, to include monitoring the California Training Initiative (CTI) training list, working with CWA to develop training contracts as needed, and facilitate contract signatures;
  - Ensure regional trainings include state-required training evaluations, collect evaluations and submit to appropriate state organization and training provider;
  - Serve as contact for state entities in relation to regional trainings;
  - Provide summaries to local directors at monthly NBEC meetings of regional activities;
  - Complete RTC quarterly reports and exhibits for the state, as needed.
- c) Regional Organizer (RO) Services
- Fulfill state-defined RO function of enhancing collaboration of regional workforce leaders and implement the Regional Plans, support and maintain regional communication and governance structures, and coordinate with other initiatives to support regional goals;
  - Serve as liaison to CWDB and EDD for regional initiatives and share information with local directors;
  - Complete regional quarterly reports and exhibits for the state, working with the designated regional fiscal agent for finances;
  - Work with regional partners, as needed, to facilitate attainment of regional outcomes;
  - Maintain fiscal and programmatic/outcomes tracking of NBEC regional grants to be shared at monthly NBEC meetings;
  - Attend regional organizer convenings on behalf of NBEC and provide updates to the NBEC directors;
  - Support development and maintenance of regional sub-awards; and,
  - Lead regional grant applications process.

Position	Hourly Rates
CEO	\$250
Senior Director	\$225
Consulting Director	\$200
Consulting Manager	\$190
Senior Consultant	\$175
Consultant	\$150
Associate	\$125
Consulting Assistant	\$100
Subject Matter Expert	\$200

NOTE: Scope of work may be changed based on State requirements and priorities for the Regional Training Coordinator and Regional Organizer role.

**B. ADMINISTRATION**

**1. Maintenance of Effort**

Contractor assures that services provided and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

**2. Successors**

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor Corporation during the course of this Contract, any future owner(s) of the corporation will agree to be bound by the provisions stipulated herein for the length of the contract.

**3. Time is of the Essence of this Contract**

All services to be performed specified under this Contract, including training must be delivered on or before the ending of date of this Contract.



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b> Review and Approval for a Contract with Foundation for California Community Colleges to Serve as Employer of Record for Work Experience Clients Not to Exceed \$139,279 and for Recommendation to the Full Board	<b>MEETING DATE</b> May 4, 2023	<b>AGENDA ITEM</b> VI.C
<b>FROM:</b> Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A

**RECOMMENDATION**

It is recommended that the Executive Committee review and approve the contract for recommendation to the full Board with Foundation for California Community Colleges as the employer of record for Work Experience (WEX) clients for the period of July 1, 2023, through June 30, 2024, not to exceed \$139,279.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

This contract may be extended in time, for up to two (2) years at an anticipated \$139,279 annually subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

**DISCUSSION**

Work experience is a planned, structured learning experience that takes place in the workplace and provides clients with opportunities for skill development. A work experience opportunity may take place in the private for-profit, the non-profit, or the public sectors. The work experience program is designed to give clients the opportunity to work in a supportive environment that will allow them to develop the necessary skills to obtain and maintain employment in the future.

Previously, the WDB's work experience opportunities where the WDB served as employer of record included Transitional Jobs for individuals who had barriers to employment utilized Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds, youth WEX for out-of-school youth using WIOA Youth funds, and WEX across other discretionary grant programs.

The WDB had served as the employer of record, including managing timesheets, payroll, payroll deductions and to ensure California employment laws are followed. This added up to 30+ employees for WDB Human Resources and finance staff to oversee and manage, which stretched staff capacity. In addition, the WDB found that the increase of these programs created a significant increase in liability for workers compensation, unemployment, and associated employment costs.

In January 2020 Board meeting, the WDB engaged the Foundation for California Community Colleges (FCCC) to incur the employer of record responsibility for participants on behalf of the WDB through

their Career Catalyst program. This program is utilized by a number of other workforce and educational providers as an employer of record service. As part of this contract, FCCC will manage the employee onboarding, tracking, and payroll process for WDB and assume all liability and monitoring of employment law considerations for each WEX client.

The Career Catalyst fee structure included the cost of total wages and taxes for participants, a per employee onboarding fee, and a program management fee (invoiced on actual wages and taxes paid). The WDB contracted with FCCC, with Board approval at the January 2020 Board meeting, to provide employer of record services which began March 15, 2020. The WDB extended their contract annually for two additional terms. The final contract renewal period was July 1, 2022, through June 30, 2023, therefore, staff would need to publish a new procurement solicitation for employer of record services.

Due to the unique nature of the services provided through FCCC, the WDB utilized the sole source procurement process, utilizing the piggyback process of Madera Workforce Board's employer of record procurement, to enter a new contract period of July 1, 2023, through June 30, 2024, with the possibility of extending the contract for up to two (2) years.

The WDB estimated services needed for up to 20 individuals during the twelve (12) month period, which is an intentionally high estimate. If 20 individuals are not enrolled in, and completing, work experience, these costs will be lower. The funds for this contract will be pulled from the budget line item Work Based Learning.

## **ALTERNATIVES**

The committee could direct staff to conduct a full procurement and issue a Request for Quote for an employer of record service. However, the services provided by the selected vendor since 2020 has met and exceeded staff's expectations and continuing the relationship with a vendor who is already familiar with WDB's work experience systems prevents complications in any transition plan that may be needed.

## **AGENCY BUDGET IMPACT**

The FY2023-24 budget includes the necessary funding to cover the cost of this contract out of programmatic funds from WIOA Adult, Dislocated Worker, and Youth awards, as well as any additional discretionary funds that may be used.

## **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.

# SERVICE AGREEMENT CONTRACT



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

For WDB Use Only  
**Contract No.**  
**PY-23-003**

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and the Foundation for California Community Colleges ("Contractor") for the performance of services as the Employer of Record to assume all responsibility of traditional employment tasks and liabilities for Work Experience Clients.
2. The term of this Contract is: July 1, 2023, through June 30, 2024.
3. The Maximum amount of this contract is: **\$139,279**

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

## 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 CONTRACTOR

BY: \_\_\_\_\_  
(Signature, Contractor's Duly Authorized Representative)  
NAME: Jorge J.C. Sales  
TITLE: Vice President of Program Development  
BY: \_\_\_\_\_  
(Signature, Contractor's Duly Authorized Representative)  
NAME: Joseph Quintana  
TITLE: Chief Operating Officer  
DATE: \_\_\_\_\_

## Approved as to Form:

\_\_\_\_\_  
**Solano County Counsel**

## APPROVED FOR SOLANO COUNTY

BY: \_\_\_\_\_  
(Signature)  
NAME: William Emlen  
TITLE: County Administrator  
DATE: \_\_\_\_\_  
ADDRESS: 675 Texas Street, Suite 6500  
Fairfield, CA 94533  
707-784-6100

## **EXHIBIT A SCOPE OF WORK**

### **A. CONTRACTOR RESPONSIBILITIES**

#### **1. AVAILABILITY TO PERFORM SERVICES**

**Contractor will:**

- i. Provide and train qualified staff in order to plan for and administer the contracted services;
- ii. Provide services for duration of the Contract; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

#### **2. SERVICE ACTIVITIES**

**Contractor will:**

**i. Program Support**

- a. Serve as the WDB's Employer-of-Record through the Foundation for California Community College's ("Contractor") Career Catalyst program to provide professional services including performing necessary human resources and payroll functions and assuming employment tasks and liability for up to **20** of the WDB's Work Experience (WEX) clients.
- b. Assume responsibility as the Employer-of-Record for all WEX clients onboarded via the Career Catalyst service.
- c. Hold all parties, including the WDB and all WEX hosts, accountable to federal, state and local labor laws.
- d. Provide comprehensive training, guidance, and service support to the WDB and WEX clients throughout the duration of the contract.

**ii. On-Boarding**

- a. Serve as the single point of contact for all WEX new hire paperwork.
- b. Streamline the on-boarding process through electronic hiring tools in the Contractor's system.
- c. Monitor progress of WEX on-boarding to ensure each component is complete prior to the client's start date.
- d. Ensure timely processing of personnel profile for each WEX client, upon receipt of all necessary on-boarding information from the WDB staff.
- e. Maintain all personnel records.

**iii. Payroll**

- a. Manage and maintain the Human Resources Information System (HRIS) and processing of new hires, rate increases and terminations, initiated and requested by the WDB.
- b. Provide timekeeping training and approval for WEX clients and WDB staff.
- c. Provide ongoing technical support to WDB staff.
- d. Process payroll, including making the appropriate deductions, withholdings and premium payments under applicable federal, state, and local laws.
- e. Manage and maintain all tax documentation and information.



**iv. Employee Relations**

- a. Respond to all day-to-day WEX client relations issues and WDB staff inquires regarding policies and procedures.
- b. Provide coaching, guidance and legal assistance regarding employee relations issues with WDB staff.
- c. Initiate all communication with WEX client to address and resolve any employee relations issues.

**v. Human Resources Management**

- a. Serve as the single point of contact for administrative and medical leaves of absence, and unemployment claims for all WEX clients.
- b. Generate paperwork, track time out of office, facilitate and manage communication between the WEX client and WDB staff.
- c. Operate as the liaison between the WEX client and the Employment Development Department for State Disability Insurance and Paid Family Leave insurance and payments.
- d. Generate paperwork and serve as the liaison between WEX client and Employment Development Department for unemployment payments.

**vi. Workers' Compensation**

- a. Contractor will hold Workers' Compensation Insurance for all WEX clients.
- b. Verify and assign appropriate workers' compensation codes to each WEX client based on job descriptions provided by WDB staff.
- c. Generate paperwork, track time out of the office and facilitate all communication between the WEX client, WDB and worksite.
- d. Act as the liaison between the WEX client and insurance carrier for workers' compensation insurance/payments.

**vii. Response Time – On Call and Emergency Service**

- a. Contractor will be available each week during scheduled conference calls, and on an as-needed basis during in-office days.

**B. WDB RESPONSIBILITIES**

**1. SERVICE ACTIVITIES**

**WDB will:**

**i. Roles and Responsibilities**

- a. WDB shall have the responsibility for the day-to-day control and supervision of WEX clients and must provide WEX clients with supervision, training, and work assignments in accordance with the work site request and job description.
- b. WDB shall allow for monitoring visits by representatives of the Contractor and shall ensure that work sites will allow for monitoring visits by representatives of the Contractor should the Contractor elect to perform an inspection.
- c. WDB will notify the Contractor if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- d. If WEX clients will be working at work sites not under the direction and control of the WDB, the WDB shall have a signed "Work Site Agreement" with the work site. WDB shall use a Work Site Agreement Template mutually agreed upon by

WDB and Contractor. Contractor in its sole discretion may deny placement of WEX clients at any work site, if Contractor deems the work site to be unsafe or non-compliant with State, Local, or Federal law.

- e. Without the prior written agreement of Contractor, WDB will not entrust WEX clients with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- f. WDB shall ensure WEX clients receive meal and rest breaks in compliance with both California Law and the Contractor's Policy and Procedures manual. The WDB will ensure this happens by educating the "Work Site" to ensure WEX clients are relieved of all duties during breaks. Furthermore, the worksite will relinquish all control over the WEX client's activities during meal and rest breaks, permit the client reasonable opportunity to take uninterrupted meal and rest breaks and will not impede or discourage WEX clients from doing so.
  - WDB shall notify Contractor at least 4 days in advance prior to terminating (whether a WEX client is fired or completes his or her internship) a WEX client, and shall notify Contractor immediately in the event a WEX client quits his or her internship. If WDB fails to notify Contractor in accordance with this term, WDB shall be responsible for compensating Contractor for payments made to WEX client for the costs of waiting time penalties, per Labor Code section 203.
- g. WDB agrees to accurately track and provide to Contractor a time record for all hours worked by each WEX client on a bi-weekly basis. The time record shall include all of the WEX client's start and end times, as well as meal period and rest breaks. WDB will be responsible for ensuring WEX client's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.
- h. WDB will ensure that WEX clients who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If WEX clients under the age of 18 exceed 8 hours per day or 40 hours per week, WDB will be responsible for payment of overtime to the WEX client.. The WDB will be responsible for educating the "Work Site" on this requirement to ensure the work sites are in compliance with California's Child Labor Laws.
- i. WDB will ensure that no WEX client exceeds 960 hours. **This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July- June) year**, unless classified as a Student Assistant with WDB and Contractor approval.

ii. **Compliance with Federal, State and Local Laws**

- a. WDB must provide all legally required documents prior to WEX client start date including, but not limited to: WEX client Form I-9s and work permits for WEX clients under the age of 18.
- b. WDB shall certify that work site provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- c. WDB and work site shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on WDB's OSHA 300 logs.
- d. WDB and work site shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders,

Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of WEX client.

**iii. Worker's Compensation and Employment Claims**

- a. WDB shall immediately notify Contractor of any injury and/or Workers' Compensation Claims related to a WEX client.
- b. WDB shall promptly report to Contractor any claims of harassment, discrimination, and/or claims of any violation of law governing the WEX client's employment, including allegations or reports of any irregularities or discrepancies by WEX client.
- c. WDB shall notify the Contractor if a WEX client will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. WDB must secure Contractor's written approval prior to WEX client's use of motor vehicles or heavy equipment.

**B. ADMINISTRATION**

**1. Advertisement**

Contractor may not use the name WDB or any variation thereof for advertising or publicity purposes without first obtaining the written consent of WDB.

**2. Maintenance of Effort**

Contractor assures that services provided, and funds received under this Agreement will not supplant existing services or funds allocated for the same purpose.

**3. Successors**

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor organization during the course of this Agreement, any future owner(s) of the organization will agree to be bound by the provisions stipulated herein for the length of the contract.

**4. Time is of the Essence of this Agreement**

All services to be performed specified under this Agreement including training must be delivered on or before the ending of date of this Agreement.

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 various funding implementation upon notification and in accordance with section 13 and 26 of Exhibit C.

**Exhibit B**  
**PROJECT BUDGET SUMMARY**

<b>SERVICE COMPONENT</b>	<b>FEE</b>
Wages for 20 participants at \$17.10/hour for 300 hours per participant	\$102,600
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	\$12,312
5% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	\$5,130
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	\$2,000
15% Program Management Fee (invoiced on actual wages and taxes paid)	\$17,237
<b>TOTAL</b>	<b>\$139,279</b>

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by Contractor. Contractor will not be reimbursed for any out-of-pocket costs.
2. WDB is responsible for compensating Contractor for any services performed or employee benefit cost(s) incurred by an EMPLOYEE that are not listed in above budget table, but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours worked, payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.
3. 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. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President of his/her designee.
4. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate its claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
5. The maximum payment under the terms of this contract shall under no circumstances exceed **\$139,279** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C, "Changes and Amendments".



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY  
**AGENDA SUBMITTAL**

<b>SUBJECT:</b>	Review and Approval for a 2 <sup>nd</sup> Year Contract Renewal with First Place for Youth as the Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider for an Amount not to Exceed \$176,495, and for Recommendation to the Full Board	<b>MEETING DATE</b> May 4, 2023	<b>AGENDA ITEM</b> VI.D
<b>FROM:</b>	Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A, B

**RECOMMENDATION**

Staff is recommending that the Executive Committee review and approve the second-year renewal contract for recommendation to the full Board with First Place for Youth as the selected service provider for Workforce Innovation and Opportunity Act (WIOA) Youth Services. The total for the second year of the contract will not exceed an additional contract period amount of \$176,495. The cumulative total for the original contract beginning July 1, 2022, and this renewal will not exceed \$352,990. The renewal period will be from July 1, 2023 through June 30, 2024.

The format of the amendment (Attachment A) outlines the updates and/or changes to the contract only. The changes made reflect the new term of the agreement as well as the increased contract amount. All other terms and conditions of the original agreement and its amendments remain unchanged. The original contract's Scope of Work was included as Attachment B for reference.

This contract may be extended in time, for up to one (1) additional year subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

**DISCUSSION**

RFP Process

On March 4, 2022, the Workforce Development Board (WDB) of Solano County published and distributed the Career-In Focus Request for Proposal (RFP) to sixty-three (63) local community partners that provide youth focused employment services; as well as posted the RFP on Solano County's Public Purchasing website and the WDB website. On March 17, 2022, staff held a Bidders' Conference, which was attended by eight (8) local youth providers. The deadline for proposal submission was Friday, April 15<sup>th</sup> by 3:00 p.m.

Staff received four (4) proposals from Goodwill Industries of San Francisco Bay, First Place for Youth, VOICES Solano, and Vallejo Project. All proposals received a threshold review and met the minimum qualifications for Board Committee consideration. On May 3<sup>rd</sup>, the Youth RFP Ad Hoc Committee met to discuss each proposal and make a recommendation for a Youth Program Provider.

The reviewers selected First Place for Youth as the winning bidder based on quality of the proposal, strength of fiscal and administrative capacity, ability to utilize collaborative partnerships, and experience providing successful target population services on a similar scale.

### Selected Sub-Recipient Summary

Staff and the Youth RFP Ad Hoc Committee recommend awarding up to \$185,000 in WIOA Youth funding for a twelve (12) month contract to operate from July 1, 2022, through June 30, 2022, and serve up to 25 out-of-school youth (OSY) participants. Based on the performance of the contractor, the WDB may renew/extend the contract for an additional year at an anticipated \$185,000, which is an estimate based upon annual WIOA Youth allocation and is subject to change.

The contractor proposes to enhance their existing education and employment programming by providing work experience and job placement in Solano County regional growth sectors through target (pre)apprenticeships, On-the-Training (OJT), and Occupational Skills Training (OST) for up to 25 current and former foster youth, ages 18-24. This will also include work-related guidance and coaching, support services to prepare for opportunities, removal of barriers, and support progression and completion of opportunities.

First Place for Youth's current scope of work consists of recruitment and outreach strategies to engage targeted youth, process for determining suitability for the program, assessment of barriers and barrier removal, career coaching, supportive services, work experience, and job placement. First Place for Youth offered four (4) of the 14 WIOA Youth Program Elements. First Place for Youth continues to leverage their experience providing Work Experiences through their existing foster youth programs.

### **ALTERNATIVES**

The Committee could choose not to recommend renewal of the contract to the full Board and instead provide staff with directions to issue another procurement for RFP for the Youth Program: Career-In Focus services. However, this would cause a significant impact and delay in providing OSY with these needed and required WIOA services.

### **AGENCY BUDGET IMPACT**

The FY2023-24 budget includes the necessary funding to cover the cost of this contract.

### **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.

**SECOND AMENDMENT TO STANDARD CONTRACT  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND  
FIRST PLACE FOR YOUTH**

This Second Amendment ("Second Amendment") is entered into as of the first day of July 2023, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and FIRST PLACE FOR YOUTH (Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2022 (the "Contract"), for one month, in which Contractor agreed to provide Workforce Innovation and Opportunity Act Youth Program Services for the WDB through July 31, 2022. The contract was amended August 1, 2022 to extend services for eleven months, through June 30, 2023.
- B. WDB now needs to extend the Contract for services for twelve months, through June 30, 2024.
- C. This Second Amendment represents an increase of \$176,495 for services and a twelve-month extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Service Agreement

A. Term of Agreement.

Section 2 has been deleted in its entirety and replaced with:

July 1, 2022 through June 30, 2024

B. Budget

Section 3 has been deleted in its entirety and replaced with:

The Maximum amount of this contract is \$352,990 (\$16,667 from the original contract and \$159,828 for this First Amendment; and \$176,495 for the Second Amendment).

3. Scope of Work (Exhibit A)

Section I.A. "General Expectations of the Sub-Recipient", item 2 has been deleted and replaced with:

- 2. Provide year-round services meeting The Workforce Innovation and Opportunity Act (WIOA) Youth requirements and regulations, per federal, state, and local guidance.

Section I.B "Service Activities" description has been deleted replaced with:

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

Section I.B, item 2 has been deleted and replaced with:

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

Section II.I “Outcomes” has been modified as follows:

**I. OUTCOMES**

Sub-recipient will provide twenty-five (25) participants (which may include carry-over numbers from FY2022-23) with the essential skills, abilities, and knowledge necessary to effectively improve their opportunities for success in the following areas:

- a. Goal achievement documented in participants’ ISS;
- b. Provision of appropriate supportive services, as needed, to accomplish documented goals;
- c. Work Experiences appropriate to participants’ career interests for skill development and enhanced employment opportunities;
- d. Participation in any of the 14 WIOA Program Elements as appropriate and identified in their ISS.

Measure	Goal
Number Enrolled	25
Work Experience Placements	20
Placed in Employment	18
Median Earning	\$17.00

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.

4. Project Budget Summary (Exhibit B)

Exhibit B has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	PROGRAM	WORK EXPERIENCE ("WEX")	DELIVERY PERIOD	TOTAL
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PERSONNEL (Includes Salary + Benefits)				
Job Developer/Workforce Liaison	\$ 0	\$ 5,000	July 1, 2022 – July 31, 2022	\$ 5,000
Program Management	5,000	0	July 1, 2022 – July 31, 2022	5,000
Benefits	1,000	1,000	July 1, 2022 – July 31, 2022	2,000
<b>SUBTOTAL PERSONNEL:</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>		<b>\$ 12,000</b>

YOUTH PARTICIPANT COSTS				
Participant Wages	\$ 0	\$ 0	July 1, 2022 – July 31, 2022	\$ 0
Supportive Services	1,000	0	July 1, 2022 – July 31, 2022	1,000
Stipends	0	0	July 1, 2022 – July 31, 2022	0
Youth Incentives	500	0	July 1, 2022 – July 31, 2022	500
<b>SUBTOTAL YOUTH PARTICIPANT COSTS:</b>	<b>\$ 1,500</b>	<b>\$ 0</b>		<b>\$ 1,500</b>

OPERATING COSTS				
Staff Mileage	\$ 500	\$ 0	July 1, 2022 – July 31, 2022	\$ 500
Facilities	1,000	0	July 1, 2022 – July 31, 2022	1,000
De minimus Admin Rate (10%):	1,667	0	July 1, 2022 – July 31, 2022	1,667
<b>SUBTOTAL OPERATING COSTS:</b>	<b>\$ 3,167</b>	<b>\$ 0</b>		<b>\$ 3,167</b>



<b>PERSONNEL</b> <i>(Includes Salary + Benefits)</i>				
Job Developer/Workforce Liaison	\$ 0	\$ 22,930	August 1, 2022 – June 30, 2023	\$ 22,930
Program Management	8,650	0	August 1, 2022 – June 30, 2023	8,650
Benefits	2,140	5,424	August 1, 2022 – June 30, 2023	7,564
<b>SUBTOTAL PERSONNEL:</b>	<b>\$ 10,790</b>	<b>\$28,354</b>		<b>\$ 39,144</b>

<b>YOUTH PARTICIPANT COSTS</b>				
Participant Wages	\$ 0	\$ 83,700	August 1, 2022 – June 30, 2023	\$ 83,700
Supportive Services	8,375	0	August 1, 2022 – June 30, 2023	8,375
Stipends	0	4,438	August 1, 2022 – June 30, 2023	4,438
Youth Incentives	2,500	1,250	August 1, 2022 – June 30, 2023	3,750
<b>SUBTOTAL YOUTH PARTICIPANT COSTS:</b>	<b>\$ 10,875</b>	<b>\$ 89,388</b>		<b>\$ 100,263</b>

<b>OPERATING COSTS</b>				
Staff Mileage	\$ 1,000	\$ 0	August 1, 2022 – June 30, 2023	\$ 1,000
Facilities	5,043	0	August 1, 2022 – June 30, 2023	5,043
De minimus Admin Rate (10%):	14,378	0	August 1, 2022 – June 30, 2023	14,378
<b>SUBTOTAL OPERATING COSTS:</b>	<b>\$ 20,421</b>	<b>\$ 0</b>		<b>\$ 20,421</b>

<b>PERSONNEL</b> <i>(Includes Salary + Benefits)</i>				
Job Developer/Workforce Liaison	\$ 0	\$ 27,930	July 1, 2023 – June 30, 2024	\$ 27,930
Program Management	13,650	0	July 1, 2023 – June 30, 2024	13,650
Benefits	3,140	6,424	July 1, 2023 – June 30, 2024	9,564
<b>SUBTOTAL PERSONNEL:</b>	<b>\$ 16,790</b>	<b>\$34,354</b>		<b>\$ 51,144</b>

<b>YOUTH PARTICIPANT COSTS</b>				
Participant Wages	\$ 0	\$ 83,700	July 1, 2023 – June 30, 2024	\$ 83,700
Supportive Services	9,375	0	July 1, 2023 – June 30, 2024	9,375
Stipends	0	4,438	July 1, 2023 – June 30, 2024	4,438
Youth Incentives	3,000	1,250	July 1, 2023 – June 30, 2024	4,250
<b>SUBTOTAL YOUTH PARTICIPANT COSTS:</b>	<b>12,375</b>	<b>\$ 89,388</b>		<b>\$ 101,763</b>

<b>OPERATING COSTS</b>				
Staff Mileage	\$ 1,500	\$ 0	July 1, 2023 – June 30, 2024	\$ 1,500
Facilities	6,043	0	July 1, 2023 – June 30, 2024	6,043
De minimus Admin Rate (10%):	16,045	0	July 1, 2023 – June 30, 2024	16,045
<b>SUBTOTAL OPERATING COSTS:</b>	<b>\$ 23,588</b>	<b>\$ 0</b>		<b>\$ 23,588</b>

<b>AMENDED CONTRACT TOTALS:</b>	<b>\$ 52,753</b>	<b>\$ 123,742</b>		<b>\$ 176,495</b>
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<b>CONTRACT TOTALS:</b>	<b>\$ 105,506</b>	<b>\$ 247,484</b>		<b>\$ 352,990</b>
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1. Funding is based on a cost-reimbursable model. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Sub-recipient. The Sub-recipient will not be reimbursed for any out-of-pocket costs.
2. This Contract amount is based upon annual WIOA Youth allocations and is subject to change. The WDB reserves the right to reallocate funds within this budget based on program needs. The availability and allocation of funds is determined by the WDB.
3. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB on the WDB's "Budget Modification Request Form". Budget line-item transfers that exceed 10% of the budget cost category total amount may be made only upon prior written approval of WDB, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
4. The Contractor shall gain approval from the WDB on the participant wages structure and payment in writing before participants receive Work Experience-related wages.
5. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the following deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15<sup>th</sup> 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.
6. The Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
7. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$352,990** for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract, as previously amended, remain in full force and effect.

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Heather Henry, President/Executive Director  
Workforce Development Board of Solano County

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Emily Jensen, Chief Impact and People Officer  
First Place for Youth

## APPROVED AS TO FORM

By \_\_\_\_\_  
County Counsel

## EXHIBIT A SCOPE OF WORK

### I. SERVICE DELIVERY

#### A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

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

#### B. SERVICE ACTIVITIES

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

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

The Sub-recipient will provide outreach and recruitment for the WIOA Out of School Youth who are in foster care or who have aged out of the foster care system for enrollment into First Place for Youth's programs.

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

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

3. ***Assessment and Addressing of Barriers*** – Sub-recipient shall conduct assessment for First Place for Youth enrolled participants to determine academic levels, skill levels, and service needs, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and development needs. Academic assessments approved by the California Employment Development Department will be used to determine academic levels for each

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

4. ***Individual Service Strategy (ISS)*** – Sub-recipient shall provide Individual Service Strategy (ISS) development to identify appropriate services for each First Place for Youth enrolled participant. Sub-recipient shall make the 14 WIOA Program Elements available to participants in accordance with their ISS. WIOA youth incentives will be provided and documented for reaching programmatic milestones per WDB and WIOA policies. The ISS will be reviewed periodically with the participant.
5. ***Career Coaching Services*** – Sub-recipient will provide career coaching and case management that focuses on building employability skills to prepare youth for work experience, occupational training, and educational opportunities for First Place for Youth enrolled participants

Services include:

- Job Readiness Skills Training
  - Post-Secondary Education Skill Development
  - Wrap-around support through case management
6. ***Work Experience/Work-Based Learning Experience*** – Sub-recipient will provide First Place for Youth enrolled participants with planned, structured learning experiences that take place in a workplace for a limited amount of time and may be paid or unpaid, and may be in the private, non-profit, or public sectors. Work experiences must follow WIOA parameters and will include a minimum of 100 hours.

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

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

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

7. ***Job Placement / Post-Secondary Education Enrollment Services*** – Sub-recipient will offer job placement supports to First Place for Youth enrolled participants either individually or in a group setting to include job leads, preparation for applications and interviews, and follow-up retention services per WIOA guidelines.

8. ***Case Management via CalJOBS*** – Sub-recipient shall enter case notes, appropriate youth service codes, and outcomes data into the state CalJOBS system as they occur for First Place for Youth enrolled participants. All services being offered and identified in the participant’s ISS will be entered into CalJOBS and reviewed by WDB staff on a regular basis.
9. ***14 WIOA Program Elements*** – The 14 Elements provides WIOA’s vision for supporting youth and young adults through an integrated service delivery system. Sub-recipients, in partnership with the WDB, must ensure that all First Place for youth enrolled participants have access to the 14 elements, through direct provision or referral, as needed and per their ISS. The elements include:
  - Tutoring, Study Skills Training, Instruction, and Dropout Prevention
  - Alternative Secondary School and Dropout Recovery Services
  - Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development
  - Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field
  - Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills
  - Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors
  - Supportive Services enable an individual to participate in WIOA activities
  - Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement
  - Follow-up Services are provided following program exit to help ensure youth succeed in employment or education
  - Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling
  - Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability
  - Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills
  - Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations
  - Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training

## **II. SUB-RECIPIENT RESPONSIBILITIES**

### **A. AVAILABILITY TO PERFORM SERVICES**

1. Sub-recipient will:
  - a. Provide and train qualified staff to plan and administer the contracted services, who have passed a background check per WIOA requirements;
  - b. Provide program sustainability for duration of the Contract;
  - c. Provide services during scheduled business days and/or hours appropriate to program participants' needs;
  - d. Provide a regular location in Fairfield where services can be reliably provided for program participants, with program efforts in Fairfield, Suisun, Vacaville, and Vallejo;
  - e. Participate in system-wide training and staff development opportunities provided by the WDB;
  - f. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) requirements;
  - g. Enter participant data into the state CalJOBS system and maintain a hard copy file as appropriate; and
  - h. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the State of California, and the Department of Labor relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this contract.

### **B. HOURS OF OPERATIONS**

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

### **C. SUB-RECIPIENT'S RESOURCES**

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

### **D. LOCATION OF SERVICES**

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

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

**E. CONFIDENTIALITY**

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

**F. COMMUNICATION AND MATERIALS**

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

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

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

**G. DOCUMENTATION AND RECORDS**

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

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

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

**H. REPORTING REQUIREMENTS**

Sub-recipient must be aware of any changes occurring during the period of a participant's enrollment and must report program activity entries, completions, placements and/or other terminations as soon as they occur and appropriately document them. Sub-recipient shall

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

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

### **III. WDB RESPONSIBILITIES**

The WDB staff will be responsible for the following:

1. Support outreach and recruitment of targeted youth through AJCC and WDB efforts;
2. Provide access to vocational training funds for participants through collaborative case management as needed;
3. Provide labor market information and county industry profiles as requested;
4. Provide technical assistance to sub-recipient staff in the areas of WIOA compliance, CalJOBS data entry and WIOA performance measures;
5. 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;
6. Ensure compliance with all rules, regulations, and policies issued under WIOA;
7. Process payments for services; and
8. Include sub-recipient staff in appropriate ongoing professional development and training.

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





**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b> Review and Approval of the Concept of a Contract with California Employers Association; Allow Staff to Enter into Contract Negotiations for an Amount up to \$100,000; and for Recommendation and Presentation of the Finalized Contract to the Full Board	<b>MEETING DATE</b> May 4, 2023	<b>AGENDA ITEM</b> V.I.E
<b>FROM:</b> Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> NONE

**RECOMMENDATION**

It is recommended that the Committee take action to approve the concept of a contract with California Employers Association (CEA) to provide services under the American Rescue Plan Act (ARPA) funding from the County of Solano as part of the ARPA Small Business Services contract and allow staff to enter into contract negotiations for up to \$100,000. Further, it is recommended that the Executive Committee recommend presentation of the final contract to the full board for approval.

**DISCUSSION**

The Workforce Development Board (WDB) of Solano County received funding under ARPA for contracting workshops and training series for businesses to support new employment and retention models in a post-COVID economy. Additional funding is dedicated to invest in work-based, employer-sponsored programs and trainings to support worker mental wellness.

On February 24, 2023, the WDB released a Request for Quotes (RFQ) for Providers of Workshops and Training Series for Businesses. There were no respondents to the RFQ and staff deemed it a failed procurement. Staff then engaged with California Employers Association (CEA) to contract for workshops under a sole source procurement. Staff have begun the contract negotiation process with the goal of services beginning summer 2023.

WDB identified the following topics, based on business surveys and feedback:

- Recruitment and Talent Attraction
- Skills-Based Hiring Practices
- Diversity and Equity
- Job Quality and Workplace Culture
- Building Your Own Workforce
- Retention
- Mental Wellness in the Workplace

The WDB will finalize the scope of work on May 3, 2023 with CEA and can share the scope plans in the Executive Committee meeting.

**ALTERNATIVES**

The Executive Committee could choose not to approve the concept of the contract and request to finalize negotiations with CEA prior to presentation to a committee. However, waiting to present the contract at the next Planning & Oversight Committee meeting in July 2023 and presenting the recommended contract to the Board at the July 21, 2023, meeting will greatly delay the process.

**AGENCY BUDGET IMPACT**

The FY2022-23 budget has allocated the necessary funding to cover the cost of this contract.

**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.