



**WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY**

Planning & Oversight Committee Meeting

Tuesday, April 23, 2024

3:00 p.m. – 5:00 p.m.

Location:

500 Chadbourne Road, Suite A
Fairfield, CA 94534



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

PLANNING & OVERSIGHT COMMITTEE

Tuesday, April 23, 2024

3:00 – 5:00 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.* **Pages**

IV. Action Items

- A. Approval of August 22, 2023, Meeting Minutes **1**
- B. Review and Approval of the Contract with Irrational Labs for Behavioral Design Professional Development for an Amount not to Exceed \$55,000, Funded by the James Irvine Foundation, and for Recommendation to the Full Board **3**

V. Discussion

- A. Master Plan on Career Education
- B. Solano WDB Action Planning

VI. Adjournment

Note: The next Planning & Oversight Committee meeting is June 25, 2024

MINUTES
PLANNING & OVERSIGHT COMMITTEE MEETING
August 22, 2023

I. Welcoming/Convening

Committee Chair, Melvinia King, called the meeting to order at 3:02 p.m. Quorum was established.

Members Present: Suzanne Castano, Gerald Huber, Melvinia King, David Tam

Members Absent: Rhuenette Alums, Shannon Dodds, Fadi Halabi

Staff Present: Heather Henry, Tammy Gallentine, Sonam Rajbhandary, Tracy White, Marion Aiken, Matt Moon-Bailey

II. Agenda Changes and/or Deletions

Ms. Henry noted there is no changes or deletions however, the committee may need to move into the Discussion items as the presenter will not be joining the meeting until 4:00 p.m.

III. Public Comment

There were no public comments.

IV. Action Items

A. Approval of June 27, 2023, Meeting Minutes

MOTION #1

A motion was made and seconded to approve the meeting minutes.

(Huber/Castano) MOTION PASSED UNANIMOUSLY

B. Review and Approval of the Lower Living Standard Income Level & Poverty Guidelines Policy

Ms. Henry gave a brief overview of the Lower Living Standard Income Level & Poverty Guidelines Policy, noting the policy is an annual policy and updates the federal poverty guidelines. These guidelines determine WIOA eligibility for our federal programs. If approved, this policy will be presented to the Board of Directors and the September meeting for final approval.

MOTION #2

A motion was made and seconded to approve the policy as presented.

(Castano/Huber) MOTION PASSED UNANIMOUSLY

C. Review and Approval of the On-the-Job Training Policy, Change 2

Mr. Aiken gave a brief overview of the On-the-Job (OJT) Training Policy change. The State of California applied for a waiver from the Department of Labor to allow local boards to provide up to 90% reimbursement for OJT contracts. The WDB applied for and received this waiver. This policy change incorporates the waiver allowance of 90% reimbursement to businesses with fewer than 50 employees. This policy change also includes an increase in the training cap to \$10,000. If approved, this policy will be presented to the Board of Directors and the September meeting for final approval.

MOTION #3

A motion was made and seconded to approve policy change as presented.

(Tam/Castano) MOTION PASSED UNANIMOUSLY

V. Presentation

A. Public Health Presentation & Discussion on Upstream Measures

Ms. Henry announced the staff and the committee have been looking at the overall programmatic impact, including demographics and how individuals go through the process. There is also an interest in looking at interventions before deficiencies and what that looks like in workforce development. With the work

public health has been doing and the concept of upstream measures and how things are integrated, the committee wanted to take the opportunity to learn.

Courtney Huff and Allison Wolpoff of Harder + Company introduced themselves and provided a presentation about how public health in general and upstream factors, which include social and institutional inequities, and living conditions. Recent public health data shows there is a large influence on health outcomes. There is a need to capture individuals before there is a crisis as opposed to assistance when they are in crisis. As part of a community health improvement plan, workforce strategies would include expansion of bilingual and bicultural workforce, and ensuring training, services, and healthcare is culturally and linguistically responsive. Some of the one-year milestones would include encouraging internal and external partnerships, identifying priority healing-centered career fields, development of a county wide professional development plan, designing and implementing a collaborative convening to support career pathways, and building collaboration and coordination with existing education and community partners. Efforts to create an intervention plan, especially starting with youth, before an individual becomes barriered should also be a focus.

VI. Discussion

A. Review of Performance Impact

Ms. Henry presented the current Programmatic Impact report. Each section was presented by staff outlining the information captured. During the discussion, staff and the committee identified information that was helpful and should remain in the report, information that needed additional detail, and information that needed clarification.

B. Workforce Development Month Activities

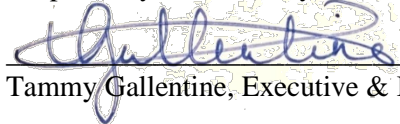
Ms. Henry announced September is National Workforce Development month. Celebrating Solano's Workforce will be held on September 13, 2024, at Travis Credit Union in Vacaville. This is a free event. Registration is still available. Michael Silva of Vacaville City Council will be the MC. He is a big supporter of workforce. WDB continues to work towards recognizing workforce achievements as well as recognizing our partners and community individuals through a nomination process. Nominees and selected awardees will be recognized at the event. The Solano County Board of Supervisors approved a resolution at their meeting recognizing National Workforce Development month, with some staff present to receive the resolution.

VI. Adjournment

The meeting adjourned at 4:56 p.m.

Note: The next Planning & Oversight Committee meeting is scheduled for October 22, 2023.

Respectfully submitted by:



Tammy Gallentine, Executive & Board Support Specialist



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY
AGENDA SUBMITTAL

SUBJECT Review and Approval of the Contract with Irrational Labs for Behavioral Design Professional Development for an Amount Not to Exceed \$55,000, Funded by the James Irvine Foundation; and for Recommendation to the Full Board	MEETING DATE April 23, 2024	AGENDA ITEM IV.B
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff recommend review and approval, for recommendation to the full board, of the contract with Irrational Labs to provide Behavioral Design training for staff and partners for the period of May 1, 2024, through September 30, 2024, not to exceed \$55,000. This contract will be funded under the James Irvine Foundation.

As part of this agenda item, Attachment A includes the draft Service Agreement and draft Scope of Work (Exhibit A).

BACKGROUND

The Workforce Development Board (WDB) of Solano County received funding from the James Irvine Foundation to build staff capacity in workforce development concepts and improve services to job seekers around concepts of human-centered design and behavioral design. Staff sought quotes for these services and identified Irrational Labs as the most qualified vendor.

The training will allow our staff and workforce partners to think like a behavioral scientist, identifying the key behaviors and top psychologies that drive job seeker motivations and actions, and the develop approaches to serving participants based on behavioral science. The training will be held in three half-day sessions and will include application of learning to current challenges.

The goal of the training is to understand what drives job seekers’ decisions and learn ways to create programs and approaches that positively impact behavioral change.

ALTERNATIVES

While not recommended, the Board could direct staff to issue a Request for Quotes. However, the services provided by the selected vendor met the staff’s expectations. Direction to issue procurement would also lead to delays in providing valuable professional development for staff.

AGENCY BUDGET IMPACT

The WDB’s FY2023-24 and FY2024-25 budget will include the necessary funding to cover the cost of this contract through James Irvine Capacity Building Funding.

REPORT PREPARED BY

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



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

SERVICE AGREEMENT

This Agreement is made and entered into on this day of **May 1, 2024**, by and between the **Workforce Development Board of Solano County (WDB)** and **Irrational Labs.** herein known as (VENDOR).

1. TERM OF AGREEMENT

The term of this Agreement is from **May 1, 2024**, through **September 30, 2024**, after completion of all signatures. The Agreement will remain in full force and effect until the completion of the Scope of Work as described in Exhibit A of this Agreement.

2. SCOPE OF SERVICES

The VENDOR shall provide the specified deliverables as described in the scope of work which shall be incorporated as Exhibit A-Scope of Work of this Agreement.

3. COMPENSATION

3.1. Amount: VENDOR will be compensated not to exceed **\$55,000.00**

3.2. Invoicing and Timing of Payment: Payment will be made according to the following terms:

3.2.1. VENDOR shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work and amount payable to the WDB. 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 have been accepted in writing by the Executive Director/President OR his/her designee.

3.2.2. The VENDOR shall provide any additional documentation as required by WDB at any time in order to substantiate VENDOR claims for payment. WDB may elect to withhold payment for failure by VENDOR to provide such documentation required by WDB.

3.2.3. The VENDOR agrees that the total maximum compensation for the services performed will not exceed the amount assigned in the Scope of Work. The VENDOR agrees that any work performed above and beyond this amount will be gratis and will not be billed to the WDB.

3.2.4. Tax Withholding: Payment to non-California resident or nonresident alien VENDOR performing services in California may be reduced by any required state tax withholding or federal tax withholding or both.

4. REPRESENTATIONS

4.1. WDB relies upon VENDOR's professional ability and training as a material inducement to enter into this Contract. VENDOR represents that VENDOR 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 VENDOR's work shall not constitute a waiver or release of VENDOR from professional responsibility.

4.2. VENDOR further represents that VENDOR 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.

5. INSURANCE

5.1. Workers' Compensation: The VENDOR assumes full responsibility for maintaining adequate workers' compensation and disability insurance coverage for the VENDOR or any agents or employees performing

services for the VENDOR under the terms of this Agreement, if applicable.

5.2. Without limiting VENDOR’s obligation to indemnify WDB, VENDOR 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 VENDOR, VENDOR’s agents, representatives, employees or subcontractors.

5.2.1. Minimum Scope of Insurance: Coverage must be at least as broad as: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

- Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto)
- Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

5.2.2. Minimum Limits of Insurance: VENDOR 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.

Additional Insurance Coverage: To the extent coverage is applicable to VENDOR’s services under this VENDOR, VENDOR 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.

5.3. Minimum Limits of Insurance: VENDOR must maintain limits no less than

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

5.5. 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:

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

5.5.2. VENDOR must provide a financial guarantee satisfactory to WDB guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

5.6.1. 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 VENDOR; and with respect to liability arising out of work or operations performed by or on behalf of VENDOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.

5.6.2. For any claims related to work performed under this Contract, VENDOR's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers in excess of VENDOR's insurance and shall not contribute to it.

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

6. WAIVER OF SUBROGATION

6.1. VENDOR agrees to waive subrogation which any insurer of VENDOR may acquire from VENDOR by virtue of the payment of any loss. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

6.2. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB for all work performed by VENDOR, its employees, agents and subcontractors.

7. 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.

8. VERIFICATION OF COVERAGE

8.1. Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract. The endorsements should be on forms provided that conform to the WDB's requirements and are acceptable to the WDB.

8.2. WDB must receive and approve all certificates and endorsements before work commences.

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

8.4. 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.

9. INDEPENDENT VENDOR

9.1. VENDOR is an independent vendor and not an agent, officer or employee of the WDB. The parties mutually understand that this Agreement 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.

9.2. VENDOR 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.

- 9.3. VENDOR is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- 9.4. VENDOR shall indemnify and hold WDB harmless from any liability which WDB may incur because of VENDOR'S failure to pay such obligations, as set forth in this paragraph.
- 9.5. As an independent contractor, VENDOR is not subject to the direction and control of the WDB except as to the final result contracted for under this Agreement. WDB may not require VENDOR to change VENDOR'S manner of doing business but may require redirection of efforts to fulfill this Agreement.
- 9.6. VENDOR may provide services to others during the same period VENDOR provides service to WDB under this Agreement.
- 9.7. Any third persons employed by VENDOR shall be under VENDOR's exclusive direction, supervision and control. VENDOR shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- 9.8. As an independent contractor, VENDOR 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 Agreement. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, VENDOR shall have no duty to indemnify and hold WDB harmless for that particular claim.
- 9.9. VENDOR 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.

10. CONFIDENTIALITY

- 10.1. All VENDOR warrants that VENDOR and/or VENDOR'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 contractors, 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. VENDOR shall employ or retain no such person while rendering services under this Contract. Services rendered by VENDOR's associates or employees shall not relieve VENDOR from personal responsibility under this clause.
- 10.2. VENDOR an affirmative duty to disclose to WDB in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

11. NONDISCRIMINATION

- 11.1. In rendering services under this Contract, VENDOR 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.
- 11.2. Further, VENDOR 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.

12. CONFIDENTIALITY

- 12.1. All nonpublic data and information submitted or made available to VENDOR by the WDB, and other work developed by VENDOR under this Agreement, must be utilized by VENDOR in connection with this Agreement only, and must not be made available to any other sources.
- 12.2. VENDOR shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this

Agreement. VENDOR shall not use client specific information for any purpose other than carrying out VENDOR's obligations under this Agreement.

12.3. Except as otherwise permitted by this Agreement or authorized by law, VENDOR shall not disclose any confidential information to anyone other than the State of California without prior written authorization from the WDB.

12.4. For the 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 photograph. Client shall include individuals receiving services pursuant to this Agreement.

13. DISCLOSURE OF DOCUMENTS

VENDOR must not disclose any of WDB's properly marked confidential documents without written authorization, unless disclosure is required by law.

14. OWNERSHIP OF WORK PRODUCT

All documents or other information developed as part of this Agreement or received by VENDOR become the property of WDB and must be made available to WDB upon demand or termination of this Agreement. Should copyrights of any of the products be deemed necessary in this project by mutual Agreement, such copyright shall be held by WDB and made available to the general public. The VENDOR shall be responsible for obtaining all necessary legal releases for use of any third-party proprietary materials.

15. ADVERTISEMENT

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

16. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

The VENDOR assumes full responsibility for any entity that is procured to perform the specified services in Exhibit A – Scope of Work. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of WDB.

17. VENDOR'S PERSONNEL

17.1. VENDOR agrees that all work to be performed under this Agreement will be performed by VENDOR. The VENDOR agrees that no portion of the work to be performed under this Agreement will be subcontracted to a third party or performed by other VENDOR employees not having the required documents and signed Exhibit B - Use and Confidentiality of Participant Personally Identifiable Information policy. In addition, VENDOR shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the WDB's President/Executive Director or his/her designee subject to any required state or federal approval.

17.2. If WDB consents to the use of subcontractors, VENDOR shall require and verify that its subcontractor maintains insurance meeting all of the requirements stated in Section 5, "Insurance" above.

17.3. Assignment by VENDOR of any monies due shall not constitute an assignment of the Agreement.

17.4. Any third persons employed by VENDOR shall be under VENDOR 's exclusive direction, supervision, and control. VENDOR shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

17.5. Employees of VENDOR must carry out the performance of the services contracted for under this Agreement. VENDOR must, at its own expense, provide all personnel necessary to perform the services. VENDOR warrants that all personnel engaged in the services are qualified to perform the services and must be properly licensed and otherwise authorized to do so under all applicable laws.

18. DEFAULT

- 18.1. If **VENDOR** defaults in **VENDOR'S** performance, **WDB** shall promptly notify **VENDOR** in writing. If **VENDOR** fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and **VENDOR** fails to commence to cure the default within 30 days after notification, then **VENDOR'S** failure shall terminate this Contract.
- 18.2. If **VENDOR** 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 **VENDOR** to **WDB**.
- 18.3. If **WDB** serves **VENDOR** with a notice of default and **VENDOR** fails to cure the default, **VENDOR** waives any further notice of termination of this Contract.
- 18.4. If this Contract is terminated because of **VENDOR'S** default, **WDB** shall be entitled to recover from **VENDOR** all damages allowed by law.

19. INDEMNIFICATION

- 19.1. **VENDOR** must release, defend, indemnify, hold harmless and assume the defense of **WDB**, Solano County, State of California, and the United States Department of Labor (DOL) 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 **VENDOR'S** operations or from any persons directly or indirectly employed by, or acting as agency for, **VENDOR**, 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 **VENDOR'S** services, as well as during the progress of rendering such services.
- 19.2. Acceptance of insurance required by this Agreement does not relieve **VENDOR** from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by **VENDOR'S** operations regardless if any insurance is applicable or not.

20. CHANGES AND AMENDMENTS

- 20.1. **WDB** may request changes in **VENDOR'S** scope of work. Any mutually agreed upon changes, including any increase or decrease in the amount of **VENDOR'S** compensation, shall be effective when incorporated in written amendments to this Agreement.
- 20.2. The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.
- 20.3. No verbal agreements or conversations prior to execution of this Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Contract.

21. ENTIRETY OF AGREEMENT

This service Agreement, 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 **VENDOR** other than those contained in it.

22. INTERPRETATION

This Agreement must be interpreted as though prepared by both parties.

23. PRESERVATION OF AGREEMENT

Should any provision of this Agreement be found invalid or unenforceable, the decision will only affect the provision interpreted, and all remaining provisions will remain enforceable.

24. TERMINATION OF AGREEMENT

This Agreement may be terminated by the WDB or VENDOR, at any time with or without cause, upon 30 days written notice from one to the other. The WDB may terminate this Agreement immediately upon notice of VENDOR’s malfeasance. The VENDOR may retain amounts, if any, paid by WDB under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind. In the event of termination, WDB shall be liable for payment only for the products delivered and acceptable prior to the effective date of termination.

25. CALIFORNIA LAW

This Agreement must be construed in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the Solano County Superior Court.

26. AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

27. WAIVER

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

VENDOR certifies by signing this Agreement that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

<p>APPROVED Workforce Development Board of Solano County</p> <p>BY: _____ (Signature, Authorized Representative)</p> <p>NAME: <u>Heather Henry</u></p> <p>TITLE: <u>President/Executive Director</u></p> <p>DATE: _____</p> <p>ADDRESS: 500 Chadbourne Rd, Suite A Fairfield, CA 94534</p>	<p>APPROVED Irrational Labs</p> <p>BY: _____ (Signature, Authorized Representative)</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>ADDRESS: 232 N. Almon Street Moscow, ID 83843</p>
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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

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide a virtual workshop training series to WDB Solano staff and partners on using behavioral economics and design to improve outcomes for job seekers, incorporating a foundational understanding of behavioral science and concrete actionable outputs for staff using behavioral design principles.
2. Follow Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines; and
3. Document, measure, and evaluate attendance of workshops and trainings.

B. SERVICE ACTIVITIES

Contractor will provide three half-day virtual training sessions as defined below to accomplish the goal of the WDB in enhancing services to job seekers using behavioral economics and behavioral design concepts.

1. ***Three Half-Day Virtual Sessions*** – Contractor will conduct three half-day virtual training sessions for WDB staff and partners that build upon each other through the following flow:
 - ***Session 1: Foundation*** – introduction of the behavioral design approach for diagnosing problems through a behavioral lens
 - ***Session 2: Principles*** – build understanding of how to leverage key psychologies in job seeker interactions, with a focus on reducing barriers and amplifying benefits
 - ***Sessions 3: Application*** – build knowledge of concepts through group application of developing behavioral solutions related to one of the determined business challenges.
2. ***Learning Objectives*** – Attendees will learn the learn the following concepts:
 - The top mistakes teams in designing for behavior change
 - The most critical first step in any behavior change
 - Real cases from organizations who apply behavioral insights
 - How to think like a behavioral scientist when evaluating a problem and what tools you can use to do this
 - What psychologies change your customer’s decision-making
 - How can you understand and use those psychologies to drive behavior change
3. ***Training Deliverables*** – Contractor will hold three custom workshops delivered virtually with the following deliverables:
 - Irrational Labs proprietary ‘3 B’s framework’ with step-by-step guide on how to do a behavioral diagnosis and design interventions
 - Behavioral Cheat Sheet
 - Quick behavioral reminder on how to identify key behaviors and keep this top of mind throughout both the product creation and product teardown process
 - All recordings the workshops by Irrational Labs experts

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

- a. Provide and train qualified staff to plan and administer the contracted services;
- b. Provide training sustainability for duration of the Contract;
- c. Provide communication during business days and/or hours appropriate to staff availability and/or business hours;
- e. Provide oversight of all activities (performed under this contract or required to perform pursuant to the contract terms);
- f. Guarantee that trainings provided are readily accessible to meet the requirements set forth in the Americans with Disabilities Act (ADA);
- g. Provide services that adhere to all applicable policies and procedures promulgated by the WDB as set out in this contract relating to Contractor's duties and responsibilities pursuant to the terms and conditions of this contract.

B. CONTRACTOR'S RESOURCES

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

C. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard client confidentiality, if applicable.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Evaluate and monitor the management and operations of all programs funded by the WDB;
2. Ensure compliance with all rules, regulations, and policies issued, as applicable; and
3. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed upon written notification and in accordance with section 20 in the Service Agreement.