

A correction was made to documents included within the agenda and have been redistributed as part of the packet.

Agenda Item IV.C Attachment F

Pages 53-57 were replaced with the new version of Attachment F following this announcement.

For questions, please contact Tammy Gallentine, Executive and Board Support Specialist, at tgallentine@solanowdb.org.

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

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

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

Services include will include:

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

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

Training options include:

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

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

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:

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

B. HOURS OF OPERATIONS

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

C. SUB-RECIPIENT'S RESOURCES

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

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

D. LOCATION OF SERVICES

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

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

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

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide labor market information and county industry profiles as requested;
2. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Annual fiscal and procurement compliance reviews;
 - Annual performance and ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. Inform Sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure services align with community and industry needs;

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

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

DRAFT



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Planning & Oversight Committee Meeting

Tuesday, January 10, 2023

3:00 p.m. – 5:00 p.m.

Location:

500 Chadbourne Avenue

Suite A

Fairfield, CA 94534



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY
PLANNING & OVERSIGHT COMMITTEE
Tuesday, January 10, 2023
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 – <i>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.</i> | |
| IV. | Action Items | Pages |
| | A. Approval of November 1, 2022, Meeting Minutes | 1 |
| | B. Approve and Accept the Workforce Development Board of Solano County’s America’s Job Center of California (AJCC) Final Internal Monitoring Report | 5 |
| | C. Review and approve 7 Community Workforce Services contracts for a collective total amount not to exceed \$800,000 for the period of February 1, 2023, through September 30, 2023, funded by the American Rescue Plan Act; give President/Executive Director authority to make administrative changes; and present final contracts to the Board of Directors for contract approval | 9 |
| | D. Review and approve the concept of 2 Culturally Competent Technical Assistance contracts; allow staff to enter into contract negotiations for a collective total amount not to exceed \$208,000, funded by the American Rescue Plan Act; and present final contracts to the Board of Directors for contract approval | 80 |
| V. | Discussion | |
| | A. Receive Presentation and Discussion of Solano County Workforce Innovation and Opportunity Local Plan Concepts | |
| | B. December 14, 2022, Board Retreat Recap Discussion | |
| | C. Countywide Workforce Professional Development | |
| VI. | Adjournment | |

Note: The next Planning & Oversight Committee meeting is February 28, 2023

ACTION ITEMS



MINUTES
PLANNING & OVERSIGHT COMMITTEE MEETING
November 1, 2022

I. Welcoming/Convening

In the Committee Chair's, Melvinia King, absence, Mr. Huber called the meeting to order at 3:04 p.m. Quorum was established.

Members Present: Rhuenette Alums, Suzanne Castano, Shannon Dodds, Gerald Huber, Melvinia King, Viola Lujan, Jon Riley, David Tam

Members Absent: Fadi Halabi

Staff Present: Heather Henry, Tracy White, Tammy Gallentine, April Ziomek-Portillo, Joyce Ugweje, Sonam Rajbhandary

II. Agenda Changes and/or Deletions

There were no changes to the agenda.

III. Public Comment

There were no public comments.

IV. Action Items

A. Approval of October 26, 2021, Planning & Oversight Committee Meeting Minutes

MOTION #1

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

(Riley/Huber) MOTION PASSED UNANIMOUSLY

B. Review and Accept the Workforce Development Board of Solano County's America's Job Center of California (AJCC) Internal Monitoring Report

Ms. Henry gave a brief background of agenda item **IV.B Review and Accept the Workforce Development Board of Solano County's America's Job Center of California (AJCC) Internal Monitoring Report**, which was included as part of the agenda package and incorporated herein. Ms. Henry noted as the local workforce board and also as the provider of Title I delivery services, we are required to monitor ourselves. Along with the monitoring requirement, there are internal firewalls. Ms. Rajbhandary has started the internal monitoring review process. The first monitoring review was of the comprehensive and affiliate job center. Ms. Rajbhandary gave a detailed overview of the internal monitoring of both job centers, noting a desk and site review was conducted in addition to interviewing AJCC staff. A draft Monitoring Report will be submitted to the AJCC staff documenting potential compliance issues and findings by November 28th. The AJCC will have 30 days to respond with proposed corrections or additional information. Once received, a final Monitoring Report will be issued.

MOTION #2

A motion was made and seconded to accept the Workforce Development Board of Solano County's America's Job Center of California (AJCC) Internal Monitoring Report.

(Riley/Dodds) MOTION PASSED UNANIMOUSLY

V. Discussion

A. Committee Roles and Responsibilities

Ms. Henry announced that historically, the committee has been responsible for review of policies, compliance pieces and performance numbers. There has been an interest of expanding that role and doing more strategy and opportunity focused discussions. There was a lot of interest in access to information of services within the community, collaboration between partners, better understanding of opportunities, workforce trends, and having speakers for specific topics. There was also discussion about if these roles were expanded, would there be a need for more than one committee.

It was noted that this topic has been discussed through a subcommittee that was looking at recruitment and retention of employees. It was discovered there was many silos and duplication of effort county wide. The solution brought up to have a central database for resources was costly. Current funding should be able to address this topic instead of organizations continuing to duplicate efforts. It may be a topic that should be revisited. Ms. Henry added that a county wide platform was being worked on which was funded by Solano County, but the implementation and participation needed didn't work out well especially with the onset of COVID. Currently, a subcommittee has been established within the One Stop Operators meetings with mandated partners to identify information that would be helpful to put a referral form and process together.

The biggest challenge has been with other county departments. There has been better success breaking down silos between the Workforce Board and community workforce partners. There has been a consistent struggle with finding qualified people to fill specific roles within the community.

The last meeting the committee discussed splitting the group to have one committee focus on compliance and workforce system pieces while the other committee would focus on workforce themes and what is coming down the pipeline. The committee can also focus one part of the meeting on the compliance piece and the rest of the meeting on workforce topics. The consensus was to continue with one committee to cover both needs. If in the future it is identified that the topics cannot be covered within the schedule two-hour meeting, a discussion to split the committee can be revisited.

B. Recruiting and Retaining New Workforce Discussion

Recruiting has been a challenge within the county considering there is competition with jobs in the East Bay. Businesses need to be more aware of what surrounding counties are offering to compete in the job market. Research shows that there will likely be a 2-to-3-year period businesses will struggle to find qualified individuals to fill open positions before things begin to level out. Government will likely have the biggest struggle. Coming out of COVID is a great time to refresh and learn about what other businesses are offering around us. Beginning at the Board level, sharing information and open positions would be a great start so members are aware of what is happening within the job market around us. This will be helpful so a strategy can be discussed. There is a lot of opportunity to pull information together to bring awareness of what is and is not working and to possibly create a hybrid model of work to fulfill the needs of businesses, not just looking at salary. Organizations are not just having issues with recruiting, but retention of staff compounds the problem.

Ms. Henry confirmed that the labor market is definitely different. It is not the same economic market as pre-pandemic. One of the big changes is there are less job seekers than there are jobs for a variety of reasons. There were a number of early retirements during the pandemic, changes in birth and death rates, and people moving out of state. Also, 2021 had the highest

new business startups on record historically. People are taking themselves out of the job market to start their own businesses. Job seeker and worker priorities have shifted as a result of the pandemic. There has also been a larger shift on trying to look more closely at workplace culture and how employers are engaging with employees. There has been a bigger focus on diversity and inclusion, and mental wellness in the workplace. There has also been a focus on job quality.

Ms. Ziomek-Portillo added that businesses are struggling to find a place to start and how they will get more job seekers interested in coming to work for their organizations. The lack of skills necessary has been a challenge. A lot of the job seekers seen in the past tend to focus on their past job titles and not focusing on their skillset. This creates the need to have a mind shift of how a job seeker looks for a position. Hiring practices have also been a challenge. Employers are not responding timely so potential candidates are no longer available by the time employers reach out to applicants for an interview. It would be helpful to update job descriptions and hiring processes. There seems to be a bigger focus on recruiting instead of retaining employees. Small businesses challenges look different compared to big businesses and community-based organizations. Small businesses tend to have a need for employees to have a bigger diverse background and skill set than larger organizations. As training plans are put together, staff need to think of the various challenges for all sizes of businesses.

From a government standpoint, the minimum requirement can be a barrier or impediment to hiring someone who could potentially fill a role, especially when it comes to the educational requirements. The labor pool is often shallow for a specific skill set. Vacancies often remain for months. At times, hiring managers partially rely on staff that are leaving a position to help promote and refer qualified candidates to fill their own position. Classifications can be downgraded to expand the availability of workers with the intent of training the employee up into a position. While this is an opportunity to for internal staff to move up within the organization, the infrastructure to do the training isn't available.

Employee engagement can also be an issue. If you have employees who are not engaged, there is the potential of bringing in new staff to a festered problem. It has been found that employees want to learn new skills but how are career ladders created appropriately between people who have different skill sets. Development of job descriptions, access to resources, and developing career ladders has been a challenge. Local industry strategy partnerships can definitely assist in identifying struggles and solutions.

While training staff into a position is possible, there is still a need for soft skills training. It's beneficial in having coaching and counseling for smaller businesses but it would be helpful to have workshops for larger businesses that wouldn't necessarily benefit from one-on-one coaching. Retention will continue to be an issue if internal processes and policies aren't revisited. Businesses can train staff to move up into better positions, but internal policies do not allow the retention of those staff due to minimum requirements. Community engagement events outside of the standard job fairs also allows businesses to reach out to individuals who may be interested in an open position in a setting that isn't a formal career event. This could be helpful in bringning organizations together to focus on why you'd want to work for that business, not just the open position with salary and benefits.

Public health has been focusing more on engagement within the community to building a workforce that is from areas where participants are. The industry overall has suffered due to the pandemic. Some healthcare workers across the industry felt they were unprotected and unappreciated. Moving forward while addressing the trauma employees experience from the pandemic. Employers have to learn the best way to deal with the consequences of the pandemic and address them as people return to work and gain new employment.

Ms. Ziomek-Portillo shared that with ARPA funding, WDB will be bringing on an Industry Relations Manager. A former staff person has been identified for this position and will be returning to WDB. Mr. Matt Moon-Bailey has experience with data and industry sectors. The Business Services Team has been working on recruitment events and outreach as well as identifying creative ways to engage in the community on multiple levels, not just social media. The annual Career Fair will be scheduled to happen in the Spring of 2023. Staff and Solano County Mental Health are also working on putting together a workshop for businesses centered around work based mental health services to assist with employee retention. Various employer trainings are being put together to address issues with recruitment, retention, upskilling, soft skills, and other challenges employers are experiencing.

As important as it is to “sell” the job, selling the county where the job is located. Marketing Solano County in a light that other coastal or wine country counties do is equally important as job seekers are not just looking at the position itself but where they would potentially be working. Promoting the strong points of the county is beneficial for example, Solano County is one of the most diverse counties.

C. Sector Strategies Discussion

Ms. Henry announced staff are moving towards a sector-based approach with training. There are two approaches to workforce preparation. There is assisting a job seeker accomplish what field they are interested in moving into and there’s also assisting job seekers qualifying for an available opportunity. Helping a job seeker be able to choose what they want to do is important but it’s also important what they are choosing is an available opportunity. Staff will be focusing on specific sectors including healthcare and social assistance, advanced manufacturing, transportation, hospitality, and climate transition. Social climate has been a struggle. Filling counselor positions have been difficult to fill especially with job seekers requesting a 100% remote position.

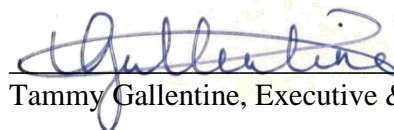
Construction should also be a priority. It has been difficult on identifying the best way to support construction jobs. Revisiting the apprenticeship programs and how to support these types of programs, is an option. The construction industry is a broad skill set depending on the type of construction. Apprenticeships are a way of giving exposure to job seekers, especially youth, and the opportunity to learn about available careers while attending a training program.

VII. Adjournment

The meeting adjourned at 4:08 p.m.

Note: The next Planning & Oversight Committee meeting will be scheduled in January 2023.

Respectfully submitted by:



Tammy Gallentine, Executive & Board Support Specialist



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Review and accept the Workforce Development Board of Solano County's America's Job Center of California (AJCC) Final Internal Monitoring Report	MEETING DATE January 10, 2023	AGENDA ITEM IV.B
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is staff's recommendation that the Planning and Oversight Committee of the Workforce Development Board (WDB) of Solano County review and accept the WDB's America's Job Center of California (AJCC) final internal monitoring report.

SUMMARY

The WDB staff conducted an internal monitoring of the Comprehensive and Affiliate AJCCs during the week of October 24, 2022, per WIOA sub-recipient monitoring regulations.

The Performance and Compliance Analyst conducted a thorough review of:

- One-Stop Operator compliance with the requirements of WIOA
- Facility compliance of the AJCCs with respect to WIOA guidelines, Americans with Disabilities Act (ADA) requirements, and nondiscrimination laws and regulations
- Compliance with AJCC Memorandum of Understanding (MOU) and Infrastructure Funding Agreement regulations; and
- AJCC activities

The initial review of the AJCC internal monitoring report was presented, outlining the observed best practices, concerns, and potential findings.

DISCUSSION:

Background:

Workforce Innovation and Opportunity Act (WIOA) guidelines require adherence to subrecipient federal compliance and monitoring guidelines. As the WDB is also the provider of WIOA Title I activities, the Local Board is required to monitor its own activities. Policies and practices are in place for internal firewalls between staff providing services, staff responsible for oversight of the service, and the Local Board.

The Planning and Oversight Committee is responsible for receiving the programmatic monitoring of the Comprehensive and Affiliate AJCCs and the WDB WIOA Adult, Dislocated Worker, and Youth programs. These internal monitoring reviews occur annually.

The internal AJCC monitoring process included a(n):

- Desk review of the AJCC MOU, the One-Stop Operator contract, the website, and a pre-monitoring questionnaire completed by AJCC staff;
- On-site monitoring visit of the Comprehensive AJCC in Vallejo and of the Affiliate AJCC in Fairfield, reviewing services provided, ADA equipment and compliance, and WIOA requirements within the AJCCs; and an
- Interview with an AJCC staff member regarding service delivery and knowledge of compliance requirements

Summary of Review

In general, the Performance and Compliance Analyst found the AJCCs in compliance. Areas of best practice, concern, and potential findings were observed during the monitoring. Findings were resolved and are outlined in the final report.

A draft monitoring report was submitted to the AJCC staff documenting potential compliance issues and findings on November 22, 2022. The AJCC staff responded and corrected any findings noted on the report. A final monitoring report will be issued by January 22, 2023, and is being presented to the Planning & Oversight Committee.

REPORT PREPARED BY:

Heather Henry, President/Executive Director. Please contact Sonam Rajbhandary at 707-863-3510 if you have any questions regarding the information in this report.



Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

January 6, 2023

Solano America's Job Center of California
Attn: Tracy White, Senior One-Stop Manager
500 Chadbourne Road, Suite A
Fairfield, CA 94534

RE: Final Sub-Monitoring Report for Solano One-Stop Delivery System, Program Year 2022-23

Dear Ms. White,

This final monitoring report is to inform you of the results of the Workforce Development Board (WDB) of Solano County's sub-monitoring review of One-Stop Delivery System under WIOA for the program year (PY) 2022-23.

The purpose of our review was to determine the level of WIOA compliance by America's Job Center of California (AJCC) with application federal and state laws and regulations, in addition to federal, state, and local policies related to fiscal and programmatic activities during the monitoring period. For this review, we focused on

- Ensuring the one-stop delivery system's compliance with the requirements of WIOA, the activities per Solano's Workforce Development Local Plan, and performance reporting requirements;
- Compliance with procurement and oversight of the one-stop operator.
- America's Job Center of California (AJCC) compliance, including compliance with WIOA Sections 121 and 188, Americans with Disabilities Act, and nondiscrimination laws and regulations; and
- Compliance with the AJCC Memorandum of Understanding and Infrastructure Funding Agreement regulations.

The WDB collected information for this report by reviewing applicable policies and procedures, AJCC MOUs, One Stop Operator Contract and information collected from AJCC monitoring questionnaire. This report also collected information from site visits and staff interviews.

The WDB has examined compliance with the requirements of WIOA, the Uniform Guidance at 2 CFR part 200 and 2 CFR part 2900.

AJCC REVIEW RESULTS

The WDB concluded that most of the compliance pieces were on place.

Areas of Best Practice

- Fairfield AJCC staff were found to be very knowledgeable in a variety of tools and resources available to job seekers, as well as in areas of Compliance.
- The Vallejo AJCC had visible information on AJCC success stories, as well as signs on the ADA computers with available software tools for individuals with disabilities.

Linking Employers with Employees

□ **North-county Office:** 500 Chadbourne Road, Suite A, Fairfield, CA 94534 | (707) 863-3500 | FAX (707) 864-3386

□ **South-county Office:** 1440 Marin Street, Vallejo, CA 94590 | (707) 863-3500 | FAX (707) 864-3386

solanoemployment.org

- Both AJCCs sites are easily accessible via public transportation and have plenty of free parking spaces available nearby.

PROGRAM REVIEW RESULTS

Finding One (1):

Cause:

Per 29 CFR Part 38 requirement, proper nondiscrimination and equal opportunity signage must be available in all public use permanent rooms and needs to follow ADA standards. Per ADA Standards 216.5 – 216.11, where phone assistive devices for people with hearing or speech impairments are available, they must be “identified as accessible by providing signs that include the International Symbol of TTY, or Text Telephone.”

Observation:

Some Equal Opportunity signage was missing in the Vallejo AJCC and the International Sign of TTY/TDD was missing in both AJCC locations. The Mare Island Room, Benicia Room, Vallejo Room in Vallejo AJCC needs Equal Opportunity Signage. Solano Room was in transition, but AJCC needs to ensure that the room is compliance once it becomes a permanent public room.

Corrective Action:

WDB recommended corrective action the Solano AJCC needs to place “Equal Opportunity is the Law” signage in each room with public accessibility

AJCC Response:

Signs were posted where identified.

WDB Conclusion:

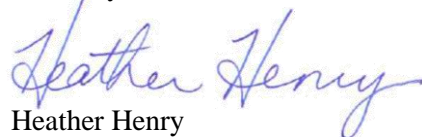
Status:

WDB did a site visit to verify if the signs were posted. Solano AJCC has placed “Equal opportunity is law” signage in each room where identified. AJCC also placed international sign of TTY/TDD in both the Fairfield and Vallejo locations. Therefore, the finding has been resolved.

These monitoring results are based on the WDB’s interpretation of the statute, along with the Workforce Innovation and Opportunity Act (WIOA), Uniform Guidance, the Final Rule released by the U.S. Department of Labor, and federal and state policies relating to WIOA implementation.

If you have any questions, feel free to contact Sonam Rajbhandary, Performance and Compliance Analyst at srajbhandary@solanowdb.org or at 707-863-3510.

Sincerely,



Heather Henry
President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Review and approve 7 Community Workforce Services contracts for a collective total amount not to exceed \$800,000 for the period of February 1, 2023, through September 30, 2023, funded by the American Rescue Plan Act; give President/Executive Director authority to make administrative changes; and present final contracts to the Board of Directors for contract approval	MEETING DATE January 10, 2023	AGENDA ITEM IV.C
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A-I

RECOMMENDATION

Staff is recommending that the Planning and Oversight Committee approve the seven (7) Community Workforce Services contracts funded under the American Rescue Plan Act (ARPA) to provide employment-related services to Solano County residents negatively impacted by the economic effects of the COVID-19 pandemic.

It is also recommended that the Committee authorize the President/Executive Director to make administrative changes to these contracts, as needed, in order to present final contracts to the full Board of Directors for contract approval. Once approved, the contracts will be submitted to the Solano County Administrator's Office for final approval and execution.

DISCUSSION

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

RFP Process

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

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

Tier One Proposals – Vallejo Project, Lighthouse Covenant Fellowship

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

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

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

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

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

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

As part of this agenda item, each attachment for its respective organization includes the Cover Sheet, Scope of Work (Exhibit A), and Budget (Exhibit B). Also included as separate attachments are the

General Terms and Conditions (Exhibit C) and the ARPA Terms and Conditions (Exhibit D). Both terms and conditions were provided by Solano County for ARPA specifically. Further, the General Terms and Conditions for Contractor and Sub-recipient are identical, with the determination of Contractor or Sub-recipient being the only difference. Only one Exhibit C and Exhibit D has been included as an attachment for reference.

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

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

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

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

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



Heather Henry, President/Executive Director

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

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

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

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

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

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

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

APPROVED BY THE CENTER FOR URBAN EXCELLENCE

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

NAME: Reina Robinson

TITLE: CEO

DATE: _____

ADDRESS:

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

Approved as to Form: _____

Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

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

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

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

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

Services planned for participants may include:

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

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

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

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

Work experiences will be developed for participants that include:

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

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:

- a. Deliver program services in accordance with the negotiated scope of work and budget;
- b. Provide and train qualified staff to plan and administer all contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;

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

B. HOURS OF OPERATIONS

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

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

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

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

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

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide labor market information and county industry profiles as requested;
2. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Annual fiscal and procurement compliance reviews;
 - Annual performance and ARPA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to sub-recipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;

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

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

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>		
Salaries and Benefits	\$26,800	\$26,800
SUBTOTAL PERSONNEL:	\$26,800	\$26,800
PARTICIPANT COSTS		
Training Tuition	\$10,500	\$10,500
Participant Wages	\$17,000	\$17,000
Supportive Services	\$8,300	\$8,300
SUBTOTAL TRAINING COSTS:	\$35,800	\$35,800
PROGRAM OPERATING COSTS		
Social Outings	\$1,500	\$1,500
Mileage and Travel	\$1,500	\$1,500
Office Equipment	\$1,000	\$1,000
Communication and Outreach	\$1,000	\$1,000
SUBTOTAL OPERATING COSTS:	\$5,000	\$5,000
ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$7,400	\$7,400
CONTRACT TOTALS:	\$75,000	\$75,000

1. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$75,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

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

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

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

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

APPROVED BY THE WORKFORCE DEVELOPMENT BOARD

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

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

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

APPROVED BY THE CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.

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

NAME: Veronica Tarutani

TITLE: Solano County Site Director

DATE: _____

ADDRESS:

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

Approved as to Form: _____

Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

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

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

Services may include:

- Overcoming barriers to employment
 - Identifying a career path
 - Identifying strengths and obstacles
 - Individual goal setting
 - Job readiness skills training
 - Job placement assistance
 - Job retention services for up to one (1) year
3. ***Occupational Skills Training*** – Sub-recipient will offer opportunities for participants to earn industry recognized certifications in sectors with family-sustaining earning potentials.

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

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

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

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:
 - a. Deliver program services in accordance with the negotiated scope of work and budget;
 - b. Provide and train qualified staff to plan and administer all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
 - e. Provide a regular location in Solano County where services can be reliably provided for program participants;
 - f. Provide internal monitoring and oversight of program activities and requirements;

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

B. HOURS OF OPERATIONS

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

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

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

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

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

G. DOCUMENTATION AND RECORDS

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

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

Measure	Goal
Number enrolled	60

Number of participants enrolled in sectoral job training programs	3
Number of participants enrolled in other short-term occupational trainings	18
Percentage of participants completing sectoral job training programs	35%
Number of participants entering employment	24

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of modification or termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
---	---	--------------

PERSONNEL <i>(Includes Salary + Benefits)</i>		
Program Management	\$37,560	\$37,560
Participant Support Staff	\$34,560	\$34,560
SUBTOTAL PERSONNEL:	\$72,120	\$72,120

COSTS		
Training	\$11,520	\$11,520
Participant Stipend	\$7,200	\$7,200
Supportive Services	\$9,160	\$9,160
SUBTOTAL TRAINING COSTS:	\$27,800	\$27,800

PROGRAM OPERATING COSTS		
Rent and Utilities	\$29,600	\$29,600
Supplies	\$5,400	\$5,400
SUBTOTAL OPERATING COSTS:	\$35,000	\$35,000

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

CONTRACT TOTALS:	\$150,000	\$150,000
-------------------------	------------------	------------------

1. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not

substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

**SERVICE
AGREEMENT
CONTRACT**



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

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

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

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

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

**APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD**

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

**APPROVED BY THE CALIFORNIA HUMAN
DEVELOPMENT**

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Thomas Stuebner
TITLE: CEO
DATE: _____
ADDRESS:
3315 Airway Drive
Santa Rosa, CA 94503
(707) 523-1155 ext. 4739

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

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

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

- Basic Career Services
- Job Training
- Training related allowances
- Work experience opportunities

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

Services provided will include:

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

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

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:
 - a. Deliver program services in accordance with the negotiated scope of work and budget;
 - b. Provide and train qualified staff to plan and administer all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;

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

B. HOURS OF OPERATIONS

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

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

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

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

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

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

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

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

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – ARPA Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____

(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

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

APPROVED BY THE CLUB STRIDE INC.

BY: _____

(Signature, Contractor's Duly Authorized Representative)

NAME: Rhonda Renfro

TITLE: Executive Director

DATE: _____

ADDRESS:

1000 Azuar Drive
Vallejo, CA 94592
(707) 752-7806

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

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

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

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

- Content Marketing
- Social Media Marketing

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

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

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

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

B. HOURS OF OPERATIONS

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

C. CONTRACTOR’S RESOURCES

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

D. LOCATION OF SERVICES

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

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

H. REPORTING REQUIREMENTS

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

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

- Progress towards contract quantitative outcomes

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

I. OUTCOMES

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

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

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Partner on outreach and recruitment of training participants. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
3. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
4. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
5. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Process payments for services; and
8. Include Contractor staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
---	---	--------------

PERSONNEL <i>(Includes Salary + Benefits)</i>		
Marketing Strategy Instructor	\$21,600	\$21,600
Project Salaries and Benefits	\$16,400	\$16,400
SUBTOTAL PERSONNEL:	\$38,000	\$38,000

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

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

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

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

1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not

substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor's claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$75,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

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

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

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

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

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

APPROVED BY GOODWILL OF THE SAN FRANCISCO BAY

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: [REDACTED]
TITLE: Vice President of Development
DATE: _____
ADDRESS:
[REDACTED]

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

- Impacted Households that Experienced Unemployment, or underemployment
- Disproportionately Impacted Households and populations residing in Qualified Census Tracts
- Disproportionately Impacted Other: Low Level of Education
- Disproportionately Impacted Other: Under 35 Years of Age
- Disproportionately Impacted Low Income Households and Populations

3. ***Career Services*** – Sub-recipient will provide career services that focus on building employability skills to prepare Goodwill participants of SF bay Area for work experience. Through individual assessments and ongoing case management, Goodwill Case managers and staff identify needs-assistance. Services will be outlined in the participant’s Individual Career Development Plan (ICDP) and shared with external partners to reduce redundancies in service.

Services include will include:

- Job Readiness Training, a five-day workshop at the Vallejo or Fairfield Career Center
 - Guided job search with daily action plans
 - Access to Dress for Success clothing closet
 - Job placement assistance
 - Guest employer speakers
 - Job fairs
 - Referrals to needed supportive services
4. ***Transitional Employment*** – Sub-recipient will utilize its social enterprise operations to provide transitional employment opportunities in retail store operations, donation center support, office assistance, and custodial support. Transitional employment will be scheduled for up to 20 hours per week for up to 30 days. Career Advisors will conduct the onboarding and workplace orientation of participants and serve as coaches and mentors during the transitional employment placement.
 5. ***Retention Services*** – Sub-recipient will provide retention follow up services for 12 months, follow up calls for individuals at 30- and 90-days increments, 6 months and 1 year. If a participant is terminated or dismissed, the Career Coach will re-engage job seeker with more training or placement services, as needed. career center staff will also reach out to employers and address any issues.

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

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:
 - a. Deliver program services in accordance with the negotiated scope of work and budget;
 - b. Provide and train qualified staff to plan and administer all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants’ needs;
 - e. Provide a regular location in Solano County where services can be reliably provided for program participants;
 - f. Provide internal monitoring and oversight of program activities and requirements;

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

B. HOURS OF OPERATIONS

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

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

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

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

Measure	Goal
Number of Participants Enrolled	50
Complete Job Readiness Training	80%
Percentage of Training Completers Entering Employment	80%
Transitional Employment	7
Employment Retention past 90 days	80%

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>		
Career Services Staff	\$95,602	\$95,602
SUBTOTAL PERSONNEL:	\$95,602	\$95,602
COSTS		
Supportive Services	\$20,000	\$20,000
Participant Wages and Benefits	\$20,880	\$20,880
SUBTOTAL TRAINING COSTS:	\$40,880	\$40,880
PRPGRAM OPERATING COSTS		
SUBTOTAL OPERATING COSTS:	\$0	\$0
ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$15,000	\$15,000
CONTRACT TOTALS:	\$150,000	\$150,000

1. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.

4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

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

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

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

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

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

APPROVED BY THE MISSION SAMOA INC.

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Eugene Ahu
TITLE: Program Director
DATE: _____
ADDRESS:
[REDACTED]

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide employment services for homeless, or recently displaced individuals who are searching for employment, in Solano County.
2. Provide needs assessment, immediate housing stabilization, job training, job preparedness, job search services
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals looking to enhance their job skills
5. Document, measure, and track participants' success in program outcomes

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

- Impacted Households that Experienced Unemployment, or underemployment
- Disproportionately Impacted Low-Income Households and Populations

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

- Intake
- Individual Career Development Plan

- Guided Job Search
- 5-day Workshop
- Job Placement
- Transitional Employment
- Job readiness, and Job placement

4. **Career Services** – Sub-recipient will provide career services that focus on building employability skills to prepare Goodwill participants of SF bay Area for work experience. Through individual assessments and ongoing case management, Goodwill Case managers and staff identify needs-assistance.

Services include will include:

- Onboarding, workplace orientation, and career coaching
- Assessment of skill levels
- Development of an Individual Career Development Plan (ICDP)
- Basic Jobs Skills
- Dress for Success
- Job placement assistance
- Referrals to needed supportive services

5. **Retention Services** – Sub-recipient will provide retention follow up services for 12 months, follow up calls for individuals at 30- and 90-days increments, 6 months and 1 year. If a participant is terminated or dismissed, the Career Coach will re-engage job seeker with more training or placement services, as needed. career center staff will also reach out to employers and address any issues.

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

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

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

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

B. HOURS OF OPERATIONS

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

C. SUB-RECIPIENT'S RESOURCES

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

D. LOCATION OF SERVICES

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

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Sub-recipient will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

Measure: 2 year span	Goal
Number Enrolled	30, 100, 200
Complete Job Readiness Training	80%
Transitional Employment	15
Employment Retention past 90 days	80% (n=64)

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
---	---	--------------

PERSONNEL <i>(Includes Salary + Benefits)</i>		
Career Services Staff	\$72,120	\$72,120
SUBTOTAL PERSONNEL:	\$72,120	\$72,120

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

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

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

CONTRACT TOTALS:	\$150,000	\$150,000
-------------------------	------------------	------------------

1. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not

substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
4. Sub-recipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Sub-recipient shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Sub-recipient must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

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

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

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

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

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

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

APPROVED BY THE VASA EDUCATIONAL SERVICES

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

NAME: Adjoa McDonald

TITLE: Board President

DATE: _____

ADDRESS:

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

Approved as to Form: _____

Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

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

B. SERVICE ACTIVITIES

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

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

ARPA participant eligibility requirements:

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

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

- Disproportionately Impacted Other Households: Under 35 Years of Age
 - Disproportionately Impacted Households and populations residing in Qualified Census Tracts
 - Disproportionately Impacted Other Households: Member of Minority Group
3. ***Boot Camp*** – Contractor will provide participants with a 4-week Boot Camp to build important soft skills relating to the world of seeking employment. The Boot Camp will include guidance on resume and cover letter writing, provide the ability to job shadow, and provide tutorials on how to navigate the job market.
 4. ***Short-Term PreVocational Training*** – Participants will receive short-term prevocational training provided in partnership between the Vallejo Project and the Carpenters Union Local

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

Elements of the training include:

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

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

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

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

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

B. HOURS OF OPERATIONS

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

C. CONTRACTOR’S RESOURCES

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

D. LOCATION OF SERVICES

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

E. CONFIDENTIALITY

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

F. COMMUNICATION AND MATERIALS

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

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

G. DOCUMENTATION AND RECORDS

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

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

H. REPORTING REQUIREMENTS

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

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

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

I. OUTCOMES

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

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

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Partner on outreach and recruitment of training participants. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
3. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
4. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
5. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Process payments for services; and
8. Include Contractor staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>		
Program Manager Salary and Benefits	\$3,550	\$3,550
SUBTOTAL PERSONNEL:	\$9,550	\$9,550
PARTICIPANT COSTS		
Participant Stipends	\$5,000	\$5,000
Participant Supplies	\$1,850	\$1,850
SUBTOTAL TRAINING COSTS:	\$6,850	\$6,850
PROGRAM OPERATING COSTS		
Career Coaching Contractor	\$4,000	\$4,000
Carpentry Instructor	\$6,000	\$6,000
Operating Expenses	\$2,500	\$2,500
SUBTOTAL OPERATING COSTS:	\$6,500	\$6,500
ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>		
Administrative Costs	\$2,100	\$2,100
CONTRACT TOTALS:	\$25,000	\$25,000

1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor's claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$25,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

EXHIBIT C GENERAL TERMS & CONDITIONS

1. Closing Out

- A. The WDB will pay the Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, WDB will withhold from the Contractor's final request for payment, the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for WDB's receipt of a final request for payment 30 days after termination of this contract.
- B. A final undisputed invoice shall be submitted for payment no later than sixty (60) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by WDB. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of WDB under this Contract have ceased and that no further payments are due or outstanding.
- C. The WDB may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written WDB approval for an alternate final invoice submission deadline shall be sought from the WDB prior to the expiration or termination of this Contract.

2. Time

Time is of the essence in all terms and conditions of this Contract.

3. Time of Performance

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional license/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the WDB's Planning Unit.

4. Termination

- A. This Contract may be terminated by WDB or Contractor, at any time with or without cause, upon 30 days written notice from one to the other.
- B. WDB may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, WDB will reimburse Contractor for all expenditures made in good faith, as deemed by WDB, that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. Signature Authority

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. Representations

- A. WDB relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. WDB's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

- B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. Insurance

- A. Without limiting Contractor's obligation to indemnify WDB, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance:

Coverage, as applicable to the contracted work, must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto)
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

1. General Liability: (Including operations, products and completed operations.)	\$1,000,000	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury and property damage
3. Workers' Compensation		as required by the State of California
4. Employers Liability Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury of disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

1. Cyber Liability:	\$1,000,000	per incident with the aggregate limit of twice the required limit
2. Professional Liability: Aggregate	\$1,000,000 \$2,000,000	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

- E. If Contractor maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by Contractor. Any insurance proceeds in excess of the specified limits and

coverage required, which are applicable to a given loss, shall be available to the WDB. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured relations must be declared to and approved by the WDB. At the option of the WDB, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to WDB, its officers, officials, agents, employees and volunteers; or;
- (2) Contractor must provide a financial guarantee satisfactory to WDB guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance provisions

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

- (1) The WDB of Solano County, its officers, officials, agents, employees, and volunteers must be included as additional insured with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy). The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement or intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the WDB in the care, custody or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the WDB may be endorsed onto the Contractor's Cyber Liability Policy.
- (3) Should any of the above-described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Sub0recipient may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Worker's Compensation policy must be endorsed with a waiver of subrogation in favor of WDB for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the WDB.

J. Verification of Coverage

(1) Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.

(3) WDB must receive and approve all certificates and endorsements before work commences.

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

(5) WDB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. Best Efforts

Contractor represents that Contractor will at all times, faithfully, industriously and to the best of its ability, experience, and talent, perform to the WDB's reasonable satisfaction.

9. Default

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

B. If Contractor fails to cure default within the specified period of time, WDB may elect to cure the default and any expense incurred shall be payable by Contractor to WDB. The contract may be terminated at WDB's sole discretion.

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

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

10. Indemnification

A. Contractor will indemnify, hold harmless and assume the defense of the WDB, its officers, employees, agents and board members from all claims, losses, damages, including property damages, personal injury, death, and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agency for, Contractor, excepting the negligence or willful misconduct of the WDB. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

11. Independent Contractor

- A. Contractor is an independent Contractor and not an agent, officer, or employee of the WDB. The parties mutually understand that this Contract is between two independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- B. Contractor shall have no claim against WDB for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Contractor shall indemnify and hold WDB harmless from any liability which WDB may incur because of Contractor's failure to pay such obligations nor shall WDB be responsible for any employer-related costs not otherwise agreed to in advance between the WDB and Contractor.
- E. As an independent contractor, Contractor is not subject to the direction and control of the WDB except as to the final result contracted for under this Contract. WDB may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.
- F. Contractor may provide services to others during the same period Contractor provides service to WDB under this contract.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision, and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Contractor shall indemnify and hold WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Contract. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, Contractor shall have no duty to indemnify and hold WDB-SC harmless for that particular claim.
- I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. Responsibilities of Contractor

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

- B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that the contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.
- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
 - (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - (4) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
 - (5) Submit monthly reimbursement claims for expenditures that are directly associated with this Contract;
 - (6) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and,
 - (5) Retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the contract award or for three (3) years from the date of termination, whichever is later.

13. Compliance with Law

- A. Contractor shall comply with all federal, state, and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).
- C. In addition, Contractor is responsible for complying with all rules and regulations (as they exist and as they are amended from time to time) all WDB funding sources, including but not limited to the Workforce Investment and Opportunities Act ("WIOA"), local, state, and federal agencies, if applicable.
- D. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by WDB as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. Confidentiality

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

- C. Contractor shall promptly transmit to WDB all requests for disclosure of confidential information related to this Contract.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information related to this Contract to anyone other than the State of California without prior written authorization from WDB.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photography. Client shall include individuals receiving services pursuant to this Contract.

15. Conflict of Interest

- A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to the WDB in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

16. Drug Free Workplace

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. Health and Safety Standards

Contractor shall abide by all health and safety standards set forth by the State of California.

18. Child/Adult Abuse

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et. seq.) requiring reporting of suspected abuse.

19. Inspection

Authorized representatives of WDB, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and or records pertaining to this Contract.

20. Nondiscrimination

- A. In rendering services under this contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. Subcontractor and Assignment

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

22. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to WDB of the cause of the delay within ten (10) days of the start of the delay.

23. Notice

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery, by prepaid first-class mail, or email addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

24. Nonrenewal

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

25. WDB's Obligation Subject to Availability of Funds

- A. The WDB's obligation under this Contract is subject to the availability of authorized funds. The WDB may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy to the WDB, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the WDB may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the Board of Directors of the Workforce Development Board of Solano County and ratified by the County of Solano Board of Supervisors (if over \$75,000). If the Contract is terminated for non-appropriation of funds:
 - i. The WDB will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and,
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.
- C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Directors of the Workforce Development Board of Solano County of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

- D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to the WDB. If applicable funding is reduced, WDB may either:
- (1) Cancel this Contract; or,
 - (2) Offer a contract amendment reflecting the reduced funding.

26. Changes and Amendments

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

27. Choice of Law

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding in law or equity that may be brought in connection with this Contract.

28. Health Insurance Portability and Accountability Act

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information that may be obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements, if applicable.

29. Waiver

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

30. Conflicts in the Contract Documents

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the WDB shall supersede any inconsistent term in these documents.

31. Faith Based Organizations

- A. Contractor agrees and acknowledges that WDB may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not support religious activities; (c) the organization complies with the terms and conditions of this Contract.
- B. Contractor agrees and acknowledges that WDB may not make funds available for programs or services affiliated with a religious organization that (a) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, citizenship, or known

disability; (b) will use the funds for a religious purpose, (c) will use funds for a program or service that subject its participants to religious education.

- C. Contractor agrees and acknowledges that all recipients of funding from WDB must (a) comply with all legal requirements and restrictions imposed upon government funded activities set forth in Article IX, section 8 and Article XVI section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

32. Pricing

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms, and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to WDB for all future services.

33. Use of Provisions, Terms, Conditions and Pricing by Other Public Agencies

Contractor and WDB agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. WDB is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall be virtue of doing so be deemed to indemnify and hold harmless WDB from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. WDB makes no guarantee of usage by other users of this contract nor shall the WDB incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

34. Disbarment or Suspension of Contractor

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal funded programs; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded for participation in federally funded programs.
- B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.
- C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the WDB of any change in the status of the representation and warranty set forth in this section.
- D. If services pursuant to this Contract involve federal-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in WDB processing of Contractor's payment.

35. Execution of Counterparts

This contract may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic

transmission (e.g., by email delivery of a “.pdf” format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature pay were an original signature.

36. Stevens Amendment

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

37. Local Employment Policy

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

38. Entire Contract

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by WDB or Contractor other than those contained in it.

EXHIBIT D

ARPA SPECIAL TERMS & CONDITIONS

1. Subrecipient and Contractor Compliance

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

2. Reporting

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

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

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

3. System for Award Management

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

4. Public Acknowledgement of Funds

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

Appropriate acknowledgement is defined as follows:

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

5. Start-Up Period

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



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Review and approve the concept of 2 Culturally Competent Technical Assistance contracts; allow staff to enter into contract negotiations for a collective total amount not to exceed \$200,000, funded by the American Rescue Plan Act; and present final contracts to the Board of Directors for contract approval	MEETING DATE January 10, 2023	AGENDA ITEM IV.D
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS NONE

RECOMMENDATION

It is recommended that the Planning & Oversight Committee review and approve the concept of contracts for the Black Chamber of Solano County and the Hispanic Chamber of California to provide culturally sensitive technical assistance to minority-owned small business owners in Solano County. Further, it is recommended that the committee allow staff to enter into contract negotiations to finalize these contracts to present final contracts to the Board of Directors for contract approval.

DISCUSSION

The California Association for Microenterprise Opportunity estimates 41% of black owned businesses could be permanently closed as a result of the pandemic. County-wide 43.5% of businesses are minority owned. The long-term potential economic impact on minority-owned businesses must be mitigated with small business supports and technical assistance.

To address this issue the Solano County Board of Supervisors has allocated funding to procure culturally and linguistically sensitive business advising, and technical assistance managed by the Solano-Napa Small Business Development Center (SBDC). The SBDC anticipates contracting with entities who serve and support minority small businesses to provide training, advising and/or support programs for up to 200 businesses, targeting disproportionately impacted small business communities.

RFQ Process

The WDB released a Request for Quotes (RFQ) for Culturally Competent Technical Assistance to Support Minority Owned Small Businesses on November 28, 2022 with funding up to \$190,000 over two years. The RFQ was disseminated to several partners to assist with the awareness and circulation to community organizations and agencies and posted on the County's Public Purchasing website as well as the WDB's website. Staff received five (5) quotes which included California Hispanic Chamber of Commerce, Working Solutions, National Black Entrepreneurship Project, Black Chamber of Solano County, and FIRE (Finance Insurance Real Estate Entrepreneurship).

A selection committee was formed to review and score all proposals. The committee met on January 5, 2023 to review the scores and discuss the results and make recommendations for Culturally Competent Technical Assistance Grant recipients.

Applicants could receive up to 100 points. Below is a breakdown of the aggregate scores for each quote received.

Proposer	Total Points Possible	Average Score
California Hispanic Chamber of Commerce	100	87.25
Working Solutions	100	79
National Black Entrepreneurship Project	100	68.5
Black Chamber of Solano County	100	80.25
FIRE (Finance Insurance Real Estate Entrepreneurship)	100	60.25

The committee agreed the two organizations selected best demonstrated the ability to effectively reach their respective targeted populations and possess the expertise and capacity to provide technical assistance support to minority owned businesses.

Concept of Contract(s)

Black Chamber of Solano County

- Provide one on one advising for up to 100 minority businesses from SCBCC Business Developers
- Provide training for up to 100 black owned businesses to include the following curriculum:
 - Introduction to Business Services
 - Business plan development
 - Accounting Services
 - Bidding preparation and process
 - Government Certification
 - Advanced business development

California Hispanic Chamber of Commerce

- Provide one on one business advising to 75 Hispanic owned businesses from bi-lingual business advisors who speak Spanish and English
- Provide two 10 week cohort training sessions over the course of the contract to include the following curriculum:
 - Rebuilding strategies for small businesses and how to start a successful business
 - Principles of a business plan
 - License and sales permits
 - Fundamentals of marketing and how to identify your customer
 - How to set up a startup and business operation budget
 - How to create a competitive advantage and digital marketing concepts
 - How to set up a business recordkeeping system
 - Basic principles supervision and management
 - How to finance your business and access to capital

Staff will enter into contract negotiations with both organizations to finalize the Scope of Work and Budget. The projected term of the contracts are February 13, 2023 through September 30, 2024. The final contract will be presented to the Board of Directors for final contract approval.

ALTERNATIVES: The Board could choose not to approve the concept of the contracts, allow staff to enter into negotiations with both organizations and request to review the contracts prior to Board approval. However, a contract needs to be in place before the next scheduled Planning & Oversight Committee Meeting to ensure grant deliverables. Waiting to present the contract at the next Planning & Oversight Committee meeting, February 28, 2023, and presenting the recommended contract to the Board at the March 24, 2023 meeting will greatly delay the process.

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

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



Heather Henry, President/Executive Director