SERVICE AGREEMENT CONTRACT	WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY	For WDB Use Only **Contract No.**

1. This Contract is entered into between the Workforce Development Board of Solano County and the County of _____for the performance of North Bay Business Sector Alliance services.

2. The term of this Contract is: July 1, 2016 through March 31, 2018

3. The Maximum amount of this contract is: **$156,000** with an initial award of $15,600 to accomplish the work activities of III. A in Exhibit A. Once completed the remaining contract balance of $140,400 will be available to accomplish work activities B and C in section III of Exhibit A.

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 – B.1 and B.2
Exhibit C- General Terms and Conditions

The parties have executed this contract as of the first day of July 2016.

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD	APPROVED BY THE CONTRACTOR
BY:_____ (Signature, WDB Duly Authorized Representative)	BY:_____ (Signature, Contractor's Duly Authorized Representative)
NAME: Robert L. Bloom	NAME: _____ (Printed Name of Signatory)
TITLE: President/Executive Director	TITLE: Board of Supervisor Chair
DATE: _____	DATE: _____
ADDRESS: 320 Campus Lane Fairfield, CA 94534 (707) 864-3501	ADDRESS:

Approved as to Form: _____
Solano County Counsel

DRAFT

EXHIBIT A
SCOPE OF WORK

I. Contract Description:

The County of _____ (hereafter referred to as Contractor), shall utilize their portion of the North Bay Business Sector Alliance (NBBSA) grant to implement a regional collaborative work plan that fundamentally changes how industry engagement occurs, and thus creates stronger relationships between key businesses and their community partners. Contractor will be responsible for accomplishing the work activities described in Section II below. These activities are designed to expand and enhance industry sector partnerships that will help strengthen the regional economic prosperity and improve income mobility.

This agreement requires that the work activities described in section III.A "NBBSA Compact Delivery Activities" be completed first with the maximum reimbursement of $15,600. Once the State of California has accepted that the NBBSA Compact Delivery Activities have been fully performed, the Workforce Development Board of Solano County (WDB-SC) will be authorized to reimburse Contractor the remaining $140,400 for completing the remaining work activities described in Section III.

II. Service Area:

Contractor will conduct NBBSA services within _____ County.

III. Work Activities

A. NBBSA Compact Development Activities

Description of Activity	Time Frames
1. Regional Assistance a. Assist in the creation and support of a governance and decision making structure b. Assist in the planning two (2) Regional Summits c. Assist in the creation of the approach to be used in recruiting business champions d. Assist in developing the overall project purpose and principle goals/objectives e. Assist in the development of project evaluation process	July 2016- September 2016
2. Sub-regional Activities a. Assist with marketing of NBBSA project b. Outreach and recruit prospective business and community partners to become members of the NBBSA compact	July 2016- Sept. 10 2016

B. NBBSA Regional Support Activities

Description of Activity	Time Frames
1. Continued participation and support of governance and decision-making structure	Sept. 12 2016-March 2018
2. Assist in the hosting of two (2) Regional Summits	October 2016 October 2017
3. Assist in the development and participation in a series of staff capacity building activities and events	Sept. 2016-January 2018
4. Assist in the development, implementation and sharing of "best practices" training sessions	Sept. 2016-March 2018
5. Assist in the development and implementation of an NBBSA evaluation tool	Sept. 2016-December 2016
6. Assist in the development of Industry Sector Partnerships	Sept. 2016-December 2017

C. NBBSA Sub-regional Implementation Activities

1. Develop Industry Sector Partnerships

Description of Activity	Time Frames
• Elevate staff capabilities through a major capacity-building investment; • Create and sustain a working model for business champions on workforce needs/challenges/solutions; • Import and adopt/adapt state-of-the-art engagement strategies/tools; • Research and test new engagement strategies/tools including possible use of technology; • Demonstrate tangible "value added" for business to be involved on workforce development issues; • Evaluate and document successful replicable approaches; and, • Create sustainability models for successful approaches.	Sept. 2016-March 2018

2. Create and Maintain Sector Specialists

Description of Activity	Time Frames
• Evaluate staff capabilities through major capacity-building investment; • Conceive of and test means to operationalize business input/oversight into day-to-day operations of the local educational and workforce development system; • Test implementation models focused on either of two approaches either as a "change agent" or as a direct "coach/navigator; • Demonstrate tangible "value added" for partnering entities, or jobseekers, to utilize expertise of such Specialists; • Evaluate and document successful replicable approaches; and, • Create sustainability models for successful approaches.	Sept. 2016-March 2018

3. Build Identity and Market WDB's and AJCC's as "Business Solution Providers"

Description of Activity	Time Frames
• Elevate staff capabilities through a major capacity-building investment; • Convert culture of Workforce Development Board's (WDB) and America's Job Centers of California (AJCC's) to serve business on equal basis as job seekers; • Create expansive "tool kit" of resources to serve broad-based needs of business; • Incorporate new AJCC services – as requested/needed by business; and • Document increased use of AJCC services by business.	Sept. 2016-March 2018

D. **Performance Outcomes**

1. Create responsive customer-driven, business-focused culture in WDB's and AJCCs.
2. Develop pool of both workforce-related and non-workforce related resources to directly or indirectly serve needs of business.
3. Convert knowledge developed from above two activities in to multi-faceted response capabilities – for business needs.
4. Develop response tools for immediate, mid-term, and long term workforce needs of business.
5. Install feedback mechanisms and continuous improvement tools to best serve businesses across time.
6. Develop repeat customers.

IV. **Responsibilities of the Workforce Development Board of Solano County:**

The WDB-SC will provide all of the administrative oversight for the NBBSA grant. The WDB-SC will collect and report financial and performance data as required by the state.

In addition, the WDB-SC will be responsible for the following Regional Activities:

- Hire and provide dedicated staff to coordinate project goals and objectives;
- Assist in the creation and support of a governance and decision making structure;
- Assist in the creation of the approach to be used in recruiting business champions;
- Assist in developing the overall project purpose and principle goals/objectives;
- Assist in the development of the project evaluation process;
- Assume lead support of the regional governance structure;
- Procure and contract for technical assistance consultant(s)
- Procure and contract for technology consultants to develop ease-of-use tools for business engagement;
- Assume lead role in the planning and hosting of Regional Summits;
- Develop of all sub-regional contracts;

- Timely reimbursements to the Contractor for all accurate monthly invoices received by their due date;

V. Reporting Requirements

Contractor shall submit all reports required by the WDB-SC, including monthly invoices, activity reports, sub-region evaluations, etc., no later than the 15th of day of the following month.

As noted earlier, the Contractor will have an initial cost reimbursement invoicing limit of $15,600 to accomplish the Compact Development Activities in Section III.A above. Once these Activities are completed and approved by the State, WDB-SC will provide Contractor with a letter releasing access to the remaining $140,400 to accomplish the remaining Work Activities as described in Section III above.

VI. Contract Monitoring

A. WDB-SC has the right and obligation to monitor once in a twelve (12) moth period. The Contractor shall participate in the WDB-SC's evaluation of the Contractor's performance under this contract on a mutually agreed to periodic basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards. The contract monitoring concerns/findings and recommendations, (if any), will be reflected in a report by the WDB-SC submitted to the Contractor no later than 30 calendar days after the monitoring is completed.

B. Contractor will, within 30 calendar days after receiving the report, provide a Corrective Action Plan in response to the contract monitoring report outlining the Contractor's to address WDB-SC's contract monitoring concerns/findings. If improvement doesn't occur consistent with the corrective action measures, the WDB-SC may terminate this Contract pursuant to Section 9 of Exhibit C. The decision of the WDB regarding termination will be final.

VII. Facilities & Equipment

Contractor shall, at its sole cost and expense, furnish all facilities and equipment that will be required for providing services/activities of this Contract. As required by Workforce Innovation and Opportunity Act, grant funds associated with this Contract may not be used to purchase facilities and equipment.

Exhibit B.1

County of _____
North Bay Business Sector Alliance Project

PROJECT BUDGET SUMMARY
Phase I Funding

COST CATEGORY	TOTAL PROGRAM COSTS	PROGRAM COSTS FUNDED BY WDB-SC	OTHER FUNDING SOURCE (MATCH)
Personnel Costs			N/A
Operating Costs			N/A
Program Materials/ Program Activities			N/A
Travel/Training			N/A
TOTALS	$15,600	$15,600	N/A

I. PAYMENT PROVISIONS:

1. Upon submission of an invoice by contractor, and upon review and approval by WDB-SC, WDB-SC shall, in accordance with the Contract Budget reflected above, pay contractor monthly in arrears for personnel and operating expenses actually incurred in the prior month. Monthly invoices for payment should be submitted to the WDB-SC by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly invoices for services provided through May 31st no later than June 15th.
2. All cash and accrued expenditures must be reported by the Contractor, monthly, by the line items listed on the "Expenditure Report/Cost Reimbursement Invoice.
3. Contractor shall provide such documentation as required by WIB-SC at any time in order to substantiate its claims for payment. WDB-SC may elect to withhold payment for failure by Contractor to provide such documentation required by WDB-SC.
4. The maximum payment under Phase I of this Contract shall under no circumstances exceed **$15,600** for the related expenses associated with the Compact work activities as described in Section III.A. And no additional funds may be released until those work activities are complete and accepted by the State.

5. WDB-SC will provide Contractor with the Expenditure Report/Cost Reimbursement Invoice that must be completed and submitted by the 15th of the following month.
6. WDB-SC must grant approval, in writing, prior to any purchase of $5,000.00 or more by the Contractor in order to have the purchase be eligible for reimbursement.

II. EXPENDITURE REPORTING / COST REIMBURSEMENT INVOICING INSTRUCTIONS

A. REPORTING

The WDB-SC requires Contractors to submit expenditure reports monthly to enable the WDB-SC to report total program expenditures to the grantor.

A monthly report, of all contract expenditures, cash and accrued, must be submitted to the WDB-SC by the 15th of the month following the end of the report month. The invoice may be used as the monthly report.

B. INVOICING

The WDB-SC requires Contractors to submit invoices once a month to receive reimbursement of costs that were incurred by the Contractor during the performance of the contract, and that are authorized in the contract. The form contains a claim for reimbursement of the cost incurred, and a summary of the cost by category. Contractor may not request reimbursement for estimated costs.

A final invoice, for all Contract costs, must be submitted to the WDB-SC no later than 30 days after the termination date of the contract. Any invoices submitted later, will be honored only to the extent; there is available grant funding.

Notwithstanding any other provision of this Agreement, completed report / invoice forms are sent to the WDB-SC, either electronically or via fax:

Workforce Development Board of Solano County

Attn: Kirsti Muskat

E-mail: kmuskat@solanowib.org

Fax #: (707) 864-3386

Contractors are required to maintain all the documents that support all claimed costs. These documents must be available for review by the WDB-SC upon request. The documents supporting all costs must be retained for three years after the termination date of the contract or the date of payment of the final invoice, or whenever any outstanding issues are settled, whichever is later.

The expenditure report / cost reimbursement invoice form is attached, along with the instructions for completing the form.

III. INSTRUCTIONS FOR COMPLETING "EXPENDITURE REPORT/COST REIMBURSEMENT INVOICE

Please note that the Excel invoice is protected. Only cells that require updating are left unprotected and can accept data entry. There are eight (8) unprotected cells and they are hi-lighted I light gray. The can be selected by continually pressing "TAB" and scrolling through them, or by clicking a hi-lighted cell directly. Cells containing totals are automatically calculated using formulas, and no date entry is needed.

Here are instructions for data entry in the eight (8) unprotected cells of this invoice:

1. Invoice # - Enter sequential invoice number.

2. Invoice Period – Enter date(s) or reporting period.

3. Personnel Costs: Prior Invoiced Expenditures – Enter total contract expenditures invoiced prior to this invoice for Personnel Costs.

4. Personnel Costs: This Invoice Expenditures – Enter total contract expenditures for this invoice for Personnel Costs.

5. Non-Personnel Costs: Prior Invoiced Expenditures – Enter total contract expenditures invoiced prior to this invoice for Non-Personnel Costs.

6. Non-Personnel Costs: This Invoice Expenditures – Enter total contract expenditures for this invoice for Non-Personnel Costs.

7. Participant Costs: Prior Invoiced Expenditures – Enter total contract expenditures invoiced prior to this invoice for Participant Costs.

8. Participant Costs: This Invoice Expenditures o- Enter total contract expenditures for this invoice for Participant Costs.

DRAFT

WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

Contract # PY- -
Attachment B
Project Budget Summary

EXPENDITURE REPORT / COST REIMBURSEMENT INVOICE

Contractor:

Contract Number:

Contract Amount:

Contract Terms: **June 1, 2016 - March 31, 2018**

Invoice #: **PY**

Invoice Amount:

Invoice Period:

Contract Expenditures	Budget Amount[1]	Prior Invoiced Expenditures	This Invoice Expenditures	Total Expenditures Invoiced To-Date	Remaining Balance
1) Personnel Costs	$ -	$ -	$ -	$ -	$ -
2) Operations Expense	$ -	$ -	$ -	$ -	$ -
3) Program Materials and Activities	$ -	$ -	$ -	$ -	$ -
4) Travel / Training	$ -	$ -	$ -	$ -	$ -
TOTALS:	$ -	$ -	$ -	$ -	$ -

Invoice Prepared By — *Date*

Contractor Authorized Approval — *Date*

WDB Authorized Approval — *Date*

WDB Fiscal Approval — *Date*

Exhibit B.2

County of _____
North Bay Business Sector Alliance Project

PROJECT BUDGET SUMMARY
Phase I Funding

COST CATEGORY	TOTAL PROGRAM COSTS	PROGRAM COSTS FUNDED BY WDB-SC	OTHER FUNDING SOURCE (MATCH)
Personnel Costs			N/A
Operating Costs			N/A
Program Materials/ Program Activities			N/A
Travel/Training			N/A
TOTALS	$140,400	$140,400	N/A

I. PAYMENT PROVISIONS:

1. Upon submission of an invoice by contractor, and upon review and approval by WDB-SC, WDB-SC shall, in accordance with the Contract Budget reflected above, pay contractor monthly in arrears for personnel and operating expenses actually incurred in the prior month. Monthly invoices for payment should be submitted to the WDB-SC by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly invoices for services provided through May 31st no later than June 15th.
2. All cash and accrued expenditures must be reported by the Contractor, monthly, by the line items listed on the "Expenditure Report/Cost Reimbursement Invoice.
3. Contractor shall provide such documentation as required by WIB-SC at any time in order to substantiate its claims for payment. WDB-SC may elect to withhold payment for failure by Contractor to provide such documentation required by WDB-SC.
4. The maximum payment under Phase II of this Contract shall under no circumstances exceed **$140,400** for the related expenses associated with the remaining work activities as described in Section III.B. and C.
5. WDB-SC will provide Contractor with the Expenditure Report/Cost Reimbursement Invoice that must be completed and submitted by the 15th of the following month.

6. WDB-SC must grant approval, in writing, prior to any purchase of $5,000.00 or more by the Contractor in order to have the purchase be eligible for reimbursement.

II. EXPENDITURE REPORTING / COST REIMBURSEMENT INVOICING INSTRUCTIONS

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Notwithstanding any other provision of this Agreement, completed report / invoice forms are sent to the WDB-SC, either electronically or via fax:

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Attn: Kirsti Muskat

E-mail: kmuskat@solanowib.org

Fax #: (707) 864-3386

Contractors are required to maintain all the documents that support all claimed costs. These documents must be available for review by the WDB-SC upon request. The documents supporting all costs must be retained for three years after the termination date of the contract or the date of payment of the final invoice, or whenever any outstanding issues are settled, whichever is later.

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WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

Contract # PY- -
Attachment B
Project Budget Summary

EXPENDITURE REPORT / COST REIMBURSEMENT INVOICE

Contractor:

Contract Number:

Contract Amount:

Contract Terms: **June 1, 2016 - March 31, 2018**

Invoice #: **PY**

Invoice Amount:

Invoice Period:

Contract Expenditures	Budget Amount[1]	Prior Invoiced Expenditures	This Invoice Expenditures	Total Expenditures Invoiced To-Date	Remaining Balance
1) Personnel Costs	$ -	$ -	$ -	$ -	$ -
2) Operations Expense	$ -	$ -	$ -	$ -	$ -
3) Program Materials and Activities	$ -	$ -	$ -	$ -	$ -
4) Travel / Training	$ -	$ -	$ -	$ -	$ -
TOTALS:	$ -	$ -	$ -	$ -	$ -

Invoice Prepared By — *Date*

Contractor Authorized Approval — *Date*

WDB Authorized Approval — *Date*

WDB Fiscal Approval — *Date*

Exhibit C

Workforce Development Board of Solano County

General Terms and Conditions

1. **Closing Out**
The WDB-SC 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-SC 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-SC's receipt of a final request for payment 30 days after 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-SC's Planning Unit.

4. **Termination**
A. This contract may be terminated by WDB-SC or Contractor, at any time with or without cause, upon 30 days written notice from one to the other.

B. WDB-SC may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, WDB-SC will reimburse Contractor for all expenditures may in good faith 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-SC 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-SC'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-SC, 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 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 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-SC is entitled to coverage for the higher limits by Contractor.

F. Deductibles and Self-Insured Retentions

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

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

(2) Contractor must provide a financial guarantee satisfactory to WDB-SC 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-SC 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 on 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. 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-SC of Solano County, its officers, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(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 Contractor 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 Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB-SC 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-SC.

J. Verification of Coverage

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

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

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

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

(5) WDB-SC 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-SC's reasonable satisfaction.

9. Default

A. If Contractor defaults in Contractor's performance, WDB-SC 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-SC may elect to cure the default and any expense incurred shall be payable by Contractor to WDB-SC.

C. If WDB-SC 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-SC 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-SC of Solano County, 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 of indirectly employed by, or acting as agency for, Contractor, excepting the sole negligence of willful misconduct of the WDB-SC. 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-SC. 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-SC 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-SC harmless from any liability which WDB-SC may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of the WDB-SC except as to the final result contracted for under this Contract. WDB-SC 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-SC 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-SC harmless from any claims that may be made against WDB-SC based on any contention by a third party that an employer-employee relationship exists under this Contract.

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-SC relies upon such skills. Contractor pledges to perform the work skillfully and professionally. WDB-SC'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;

(2) 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;

(3) Submit monthly reimbursement claims for expenditures that are directly associated with the NBBSA grant;

(4) 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. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by WDB-SC 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.

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-SC all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from WDB-SC.

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-SC 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 an 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 and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from the County of Solano.

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-SC, 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. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the WDB-SC's Business & Resource Services Manager, applicable Division Manager or his her designee and the President/Executive Director subject to any required state or federal approval.

C. If WDB-SC 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-SC of the cause of the delay within ten (10) days of the start of the delay.

23. Ownership of Documents

A. WDB-SC shall be the owner of and shall be entitled to possession of any computation plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by WDB-SC or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. Notice

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail 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.

25. Nonrenewal

Contractor acknowledges that there is no guarantee that WDB-SC 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.

26. WDB-SC's Obligation Subject to Availability of Funds

A. The WDB-SC's obligation under this Contract is subject to the availability of authorized funds. The WDB-SC may terminate the Contract, or any part of the Contract

work, without prejudice to any right or remedy to the WDB-SC, 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-SC 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 (over $50,000). If the Contract is terminated for non-appropriation of funds:

i. The WDB-SC 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 al or parts of federal or state funds applicable to this Contract are not available to the WDB-SC. If applicable funding is reduced, WDB-SC may either:

(1) Cancel this Contract; or,
(2) Offer a contract amendment reflecting the reduced funding.

27. Changes and Amendments

A. WDB-SC 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.

28. 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.

29. 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 obtained, created, or exchanged as a result of this Contract and shall abide by ande implement its statutory requirements.

30. 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.

31. 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-SC shall supersede any inconsistent term in these documents.

32. Faith Based Organizations

A. Contractor agrees and acknowledges that WDB-SC 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-SC 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, 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-SC 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.

33. 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-SC for all future services.

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

Contractor and WDB-SC 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-SC 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-SC from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. WDB-SC makes no guarantee of usage by other users of this contract nor shall the WDB-SC 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.

35. 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 health programs as defined in 42 WSC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare 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 Federal healthcare programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the WDB-SC of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare 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-SC processing of Contractor's payment.

36. 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 deliver 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.

37. Local Employment Policy

WDB-SC desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in Solano County. The WDB-SC encourages an active outreach program 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-SC or Contractor other than those contained in it.

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