THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Workforce Development

BOARD AGENDA:7.B.11
AGENDA DATE: May 20, 2025

SUBJECT:
Approval to Authorize the Workforce Development Director to Apply for and Accept Workforce-Related Grants; Issue Requests for Proposals; and Negotiate, Execute, and Amend Contracts Funded by Workforce-Related Sources During Fiscal Year 2026 for Both Stanislaus County and in the Role of Regional Organizer

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2025-0251**

On motion of Supervisor Chiesa **Seconded by Supervisor** C. Condit
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Grewal, C. Condit, and Chairman B. Condit
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

Kelly Rodriguez

ATTEST: KELLY RODRIGUEZ, Assistant Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Workforce Development

BOARD AGENDA:7.B.11
AGENDA DATE: May 20, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Authorize the Workforce Development Director to Apply for and Accept Workforce-Related Grants; Issue Requests for Proposals; and Negotiate, Execute, and Amend Contracts Funded by Workforce-Related Sources During Fiscal Year 2026 for Both Stanislaus County and in the Role of Regional Organizer

STAFF RECOMMENDATION:

1. Authorize the Workforce Development Director, or designee, to issue Requests for Proposals to expend Workforce Innovation and Opportunity Act Funds, contracted StanWORKs funds, Stanislaus 2030 and other related workforce training funds during Fiscal Year 2026.
2. Authorize the Workforce Development Director, or designee, to negotiate and execute contracts, modifications, amendments funded by Workforce Innovation and Opportunity Act Funds, contracted StanWORKs funds, Stanislaus 2030 and other related workforce training funds, in an amount up to $200,000 per contract, with a cumulative amount not to exceed $10 million for Fiscal Year 2026.
3. Authorize the Workforce Development Director, or designee, acting in the capacity of the Regional Organizer for the San Joaquin Valley and Associated Counties Regional Planning Unit, to issue Requests for Proposals to expend Workforce Innovation and Opportunity Act Regional Funds in an amount not to exceed $4 million for Fiscal Year 2026.
4. Authorize the Workforce Development Director, or designee, acting in the capacity of the Regional Organizer for the San Joaquin Valley and Associated Counties Regional Planning Unit, to negotiate and execute contracts, modifications, and amendments funded by Workforce Innovation and Opportunity Act Regional Funds with government agencies and vendors in an amount up to $200,000 per contract, with a cumulative amount not to exceed $10 million for Fiscal Year 2026.
5. Authorize the Workforce Development Director, or designee, to apply for and accept, if awarded, various workforce related grants and enter into and sign grant agreements and related contracts in an amount not to exceed $5 million for Fiscal Year 2026.

DISCUSSION:

The Stanislaus County Board of Supervisors has annually authorized the receipt of Workforce Innovation and Opportunity Act (WIOA) funds, Community Services Agency StanWORKs funds and other Federal and State funds. The funds are dedicated to developing a skilled workforce that strengthens businesses and contributes to the economic success of the community. This is done by providing employment and training services to local job seekers and business resources for employers. Workforce Development is designed to help job seekers access employment, education, training, and support services necessary to succeed in the labor market and to assist employers in having the skilled workers necessary for global competition.

The following is a list of several grants Workforce Development has been awarded in 2024-2025 and anticipates receiving in 2025-2026. These grants are all in line with the Department's mission: *Stanislaus County Workforce Development works with businesses to determine the needs of in-demand occupations and develop a skilled workforce that strengthens businesses and contributes to the economic success of the community.*

<u>WIOA</u>

The Workforce Services Division of the California Employment Development Department (EDD) is the designated State Grant Manager of the Federal Department of Labor's WIOA funding. The Fiscal Year 2026 allocation for Stanislaus County Workforce Development is projected to be $6,950,044. This allocation is based on the State estimate and may vary slightly from the final allocations provided by the State and other funding agencies. Throughout the year, the Department may receive unspent funding from other local areas with a request to assist.

Many of these grant opportunities are done in partnership with other partner agencies, businesses and training providers. Once the funds are received, the Department enters into an agreement with the grant partner to contract services or contracts with an outside agency to assist in servicing the community. The Department also enters into agreements with businesses for On-the-Job Training and Incumbent Worker Training. Additionally, the Department enters into Individual Training Agreements with training providers. It is anticipated that in Program Year 2026, the Department will enter into over 100 On-the-Job Training Agreements and 100 Individual Training Agreements, based on the number of agreements executed in previous fiscal years.

The Department is requesting authorization to enter into and sign agreements, contracts, modifications, amendments and Requests for Proposals for contracts up to $200,000.

<u>WIOA Regional Organizer Responsibilities</u>

As part of the WIOA, Stanislaus County serves as the Regional Organizer for the San Joaquin Valley and Associated Counties Regional Planning Unit for the following counties: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and Kern/Inyo/Mono (Local Areas). During the 2025 Program Year, the allocation for these

activities was $4,907,701; the allocation for the 2026 Program Year is unknown at this time but may be approximately $4 million based on recent allocation trends.

As part of this responsibility, Stanislaus County receives allocations of funds from the Regional Equity and Recovery Partnership (State Funds). Stanislaus County works closely with the Local Areas to contract with and reimburse for costs incurred. Recent total annual contracts to other Local Areas have been just over $1 million. The State monitors these funds annually and the Department has never received a finding. The State requires a very quick turnaround time, and the Local Areas require the authority to implement programs and utilize funding.

The Department is requesting approval for the Workforce Development Director, acting in the capacity of the Regional Organizer for the San Joaquin Valley and Associated Counties Regional Planning Unit, to enter into and sign agreements, modifications, amendments with government agencies and vendors, and issue Request for Proposals (RFPs) for State Funds in an amount not to exceed $5 million for Fiscal Year 2026.

StanWORKS

Workforce Development also provides employment services to Welfare-to-Work (WTW) clients under a contract with the Community Services Agency (CSA). As a result of a Request for Proposal (RFP) issued in Fiscal Year 2025 to continue providing employment services to WTW clients with barriers to employment, Workforce Development will contract out services for 2025-2026 with the option to renew each year for an additional two years. The allocation from CSA for Fiscal Year 2026 is projected to be $6.4 million.

The Department is also requesting authorization to enter into and sign agreements, contracts, modifications, amendments and Requests for Proposals for contracts up to $200,000

Stanislaus 2030

On August 13, 2024 the Board of Supervisors adopted Resolution No. 2024-0442, which approved a Memorandum of Understanding with Stanislaus County Workforce Development for Entrepreneurship and Small Business Dynamism in the amount of $2 million and for Talent Development in the amount of $1.5 million for the term of August 13, 2024 through December 31, 2026.

As part of the MOU, Workforce Development serves as the primary contractor for the Request for Funding Proposals based on strategies identified in the small business implementation plan. Priority strategies are to develop centralized resources for small businesses to access support and financing; to streamline the permitting process amongst the cities and County; to build capacity for local Community Development Financial Institutions and Business Support Organization through operating grants, as well as technical support for long term strategies development and governance, including support for initiative coordination.

Talent Development funding offers grants and technical assistance to local education and workforce institutions for programs that advance strategies identified in the

Stanislaus County Manufacturing Strategic Workforce Plan. The plan includes strategies to enhance industry and education collaboration, advance job quality, expand apprenticeships and other development of career pathways.

The Department is requesting authorization to enter into and sign agreements, contracts, modifications, amendments and Requests for Proposals for contracts up to $200,000.

Other Workforce Related Agreements and Contracts

As part of the WIOA federal funding, 15% is designated as the Governor's Discretionary fund. This is in addition to the above-mentioned allocations. These funds are competitive and require an application with a quick turnaround time to apply for or indicate interest in. The Department, as experts in the field of employment services, often is presented with grants or other funding opportunities from the State or other local agencies and partners to perform workforce and employment-related services. In return, the granting agency will reimburse the Department for its services. Due to the time sensitivity of such opportunities, the Department is requesting authorization for the Workforce Development Director to apply for and enter into such grants and issue subsequent Requests for Proposals, as necessary. Many of these grant opportunities are done in partnership with other partner agencies, businesses and training providers. Once the funds are received, the Department enters into an agreement with the grant partner to contract services or contracts with an outside agency to assist in servicing the community.

The Department is requesting approval to apply for, accept and enter into workforce related grants and contracts for Fiscal Year 2026 in an amount not to exceed $5 million. Any grant requiring General Fund match will be brought to the Board of Supervisors for acceptance. Increases in appropriations resulting from grants will also be brought to the Board of Supervisors for approval. Approval will allow the Workforce Development Director to apply for and enter into grants and contracts which will allow the Department to meet the quick turnaround times that these types of funding opportunities contain and deliver community services more efficiently.

The Department is also requesting authorization to enter into and sign agreements, contracts, modifications, amendments and Requests for Proposals for contracts up to $200,000. The Stanislaus County Purchasing and Salvage Policy authorizes the General Services Agency Director/Purchasing Agent to execute contracts up to $200,000. Given the complex nature of the grant requirements and individual vendor milestones related to these contracts, staff are recommending that the Workforce Development Director be the authorized signatory for contracted services under $200,000. The Workforce Development Director will administer the program, issue RFPs, when required, and negotiate, enter into and sign contracts and expend Fiscal Year 2026 WIOA, Stan2030, and WTW funds, along with any other contracts and grants awarded. Contracts will follow the Board of Supervisor's policies regarding the reporting of contracts and agreements aligned with quarterly budget financial reports.

POLICY ISSUE:

The Department, as the administrative entity on behalf of Stanislaus County, will serve as fiduciary agent as directed by the Federal Department of Labor, the California Employment Development Department and the California Workforce Development Board for WIOA funds. The Board of Supervisors must approve all contracts in excess of $200,000. Furthermore, departments must obtain the Board's approval to accept new grants. The staff recommendations, if approved, provide authority for the Department Director to execute agreements under $200,000 and accept new grants that does not require a General Fund match, in Fiscal Year 2026. Any grants requiring a General Fund match or contracts over $200,000 will be brought to the Board for consideration and approval.

On March 3, 2025, the Stanislaus County Workforce Development Board approved the request for signatory authority for Workforce Innovation and Opportunity Act under Workforce Development Board Agenda Item 9-D. The Workforce Development Board has oversight through an agreement with the Board of Supervisors approved in 2017.

FISCAL IMPACT:

Funding for the contracts will be included in the 2026 Adopted Budget. The estimated budget for Fiscal Year 2026 is projected to be over $29 million with an estimated contract total of approximately $10 million.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Developing a High-Performing Economy* by authorizing the staff to the Workforce Development Board to seamlessly continue the contracted services support to the development of the workforce in an efficient and effective manner.

STAFFING IMPACT:

Existing Workforce Development staff will administer contracts and grants for the provision of employment and training services as described.

CONTACT PERSON:

Doris Foster, Workforce Development Director Telephone: (209) 558-2100

AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Voxy EnGen PBC., a Delaware Public Benefit Corporation ("Contractor") on November 23, 2025.

Recitals

WHEREAS, the County has a need for services involving the administering of Vocational English as a Second Language (VESL) classes to StanWORKs Welfare to Work (WTW) participants;

WHEREAS, the Contractor is specially trained, experienced, and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to County all copyrights to such works. With the County's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Contractor, then the County agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the County releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the County's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The County will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 This Agreement shall commence on the date of this Agreement and shall terminate upon 1) Contractor's completion of the Services and County's approval thereof; and 2) County's payment for the Services performed under this Agreement.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 Upon written notice to Contractor, the County may terminate this Agreement upon the occurrence of Contractor's bankruptcy or the sale of Contractor's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal

governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor - not the County - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B**.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractors retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including

change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus County
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:
Voxy EnGen PBC., a Delaware Public Benefit Corporation
7200 Wisconsin Avenue, Suite 500
Bethesda, MD 20814

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter into an agreement with any such individual or entity while the Order is in effect.

24.3 For agreements valued at five million ($5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

25. Debarment

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any federal, state or local government or agency, nor has it been declared ineligible for the award of agreements by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written

notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
WORKFORCE DEVELOPMENT

By: _____
Doris Foster
Director

"County"

Voxy EnGen PBC., a Delaware Public Benefit Corporation

By: _____
Gregg Levin
Chief Executive Officer

"Contractor"

APPROVED: BOS Resolution #2025-0251

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: Shaun Wahid 10/30/25
Shaun Wahid
Chief Deputy County Counsel

EXHIBIT A

Voxy EnGen PBC., a Delaware Public Corporation
Vocational English as a Second Language (VESL)
For StanWORKs Welfare to Work (WTW) Participants
FY 25/26

A. SERVICES

1. Contractor shall provide a total of 95 licenses as follows:

   1.1 75 purchased licenses for learners
   1.2 15 bonus licenses for learners (free of charge)
   1.3 5 staff/admin tester licenses (free of charge)

2. Contractor shall conduct an onboarding training for staff, provide templated flyers, and outreach materials.

3. Contractor shall provide third-party language support if learners speak languages other than English and Spanish.

4. Contractor shall provide custom text campaigns in English and Spanish to support engagement and course recommendations.

B. COMPENSATION

1. Contractor shall be compensated for the services provided under this Agreement as detailed in the table below:

Proposed Budget	Price/Unit	Units	Total	Details
Essentials: Learner License Annual Fee	$125	75	$9,375.00	Learner Platform Access; Learner onboarding to access via mobile app, call-in, web or WhatsApp
Essentials: Annual Account Support	$3,000	1	$3,000.00	Annual account support; Account review and setup, Micro-learning management system delivering bite-sized modules. Visual, real-time data dashboards and on-demand templated reporting. Marketing and onboarding package. Quarterly insights meeting with Voxy EnGen PBC account manager, ongoing training on LMS functionality, including new features, inbound support workflows, and platform updates.
Custom: 3rd party language supports	$1,200	1	$1,200.00	Coaching support for languages other than English/Spanish
Customer learner engagement text campaign	$5,000	1	$5,000.00	Text campaign with tips and course recommendations
		Total	**$18,575.00**	**Due at Contract Signing**

2. The total value of the contract shall not exceed $18,575.

3. Contractor shall submit invoices electronically to FACT@stanworkforce.com or by mail to the following address:

   Stanislaus County Workforce Development
   Attn: Fiscal Unit
   P.O. Box 3389
   Modesto, CA 95353-3389

4. If the conditions set forth in this Agreement are met, County shall pay on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.

5. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

C. ANNUAL SUBSCRIPTION AND PLATFORM ACCESS

1. Period: Initial subscription provides one-year access to the Voxy EnGen PBC learner platform, commencing on the effective date. The subscription may be renewed on a year-to-year basis, subject to a successful end-of-year partnership review and mutual agreement on any revised terms.

2. License: County will receive access to the platform based on the Base License Amount purchased, plus 20 licenses for internal and customer testing. Upon registration (onboarding), access will be converted to a non-transferable license for ongoing use. Any additional access beyond the initial licenses must be purchased separately or included in a revised agreement.
   2.1. Learner access is provided for the contract term previously stated. This access will remain active for the full term unless the contract is terminated prior to the end of the contract period. Upon contract termination, all learner access will be revoked immediately.

3. Onboarding: Comprehensive onboarding services will be provided, including:

   3.1. Training sessions for partner administrators and key personnel.
   3.2. Learner engagement materials, including electronic copies of fliers, posters, and toolkits to facilitate user onboarding and promote platform adoption.

4. Coaching: Learners receive synchronous and asynchronous coaching support in English and Spanish from a live coach available between 7 AM – 4 PM PT Monday through Friday except weekends, and Federal and Contractor holidays. Coaching support is also complemented by a chatbot, automated coaching exchanges, and additional language support contingent upon the purchase of additional support services.

5. Support: Contractor will provide continuous, high-quality support throughout the contract period. This includes:

5.1. Technical support: Assistance with platform issues, available during standard business hours.

5.2. Learner support: Ongoing guidance and troubleshooting for learners to maximize platform utilization.

5.3. Partner support: Dedicated account management to address any questions, resolve issues, and support implementation efforts.

6. Reporting: County will have 24/7 access to on-demand, real-time reports and analytics via the Training and Tracking platform. Key metrics include learner engagement, course completion rates, time spent on lessons, and learner onboarding results. Reports will be downloadable in multiple formats for ease of use in presentations or analysis. Access to the Training and Tracking platform will end upon contract expiration.

D. TERM

These services shall commence on November 23, 2025, and continue through November 22, 2026.

Exhibit B

Insurance Required for Most Contracts
(Not for Construction Contracts)

Consultant shall 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 hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish the County with a copy of the original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or Subcontractors. Consultant's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the Consultant.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

GL Exempt from Auto – By initialing, I certify Consultant's officers, employees, agents, representatives, or subcontractors will not utilize a vehicle in the performance of my work with the County.

GL Exempt from WC – By initialing, I certify Consultant is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Gregg Levin Date: 10/28/25

Signature: _____ Date: _____

Vendor Name: Voxy EnGen PBC., a Delaware public benefit corporation

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: _____ Date: _____