

Contract (Sample)

Workforce Development Program Agreement
Contract Number [insert contract number]

This Workforce Innovation and Opportunity Act (WIOA) Youth (“Program”) Workforce Development Program Agreement (“Contract”) is made by and between San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“SDWP”), and [enter name of subrecipient] (“Subrecipient”), a 501(c)(3) as of July 1, 2021 (“Effective Date”) funded under the Department of Labor (DOL) WIOA Title I Youth Funds, Catalog of Federal Domestic Assistance (“CFDA”) #17.259. Subrecipient will operate the Program in the [One-Stop Career Center Services or Population Specific Services] Region(s) of San Diego County.

Recitals

- A. WHEREAS, SDWP oversees the operation of the Program located throughout San Diego County (collectively referred to as the “Provider Network”). The Provider Network meets the needs of disconnected youth and young adults, ages 14-24, as well as unemployed or underemployed adults and dislocated workers, ages 18 and over;
- B. WHEREAS, on (Date) the Workforce Development Board (“WIB”) and on update dates San Diego Consortium Policy Board (“Policy Board”) approved the competitive procurement framework to secure Subrecipients for the operation of the Program;
- C. WHEREAS, based upon the approved competitive procurement framework, on October 15, 2020 SDWP issued a Request for Proposals (“RFP”) seeking Subrecipients for the operation of the Program for a term of one-year (1), with the option to extend the contract term for up to three (3) additional one-year periods based on need, performance, and availability of funds;
- D. WHEREAS, Subrecipient submitted a proposal (“Subrecipients Original Proposal”) in response to the RFP;
- E. WHEREAS, SDWP oversaw the proposal evaluation process consisting of both a written evaluation of Subrecipients Original Proposal and an oral interview of Subrecipient representatives;
- F. WHEREAS, SDWP’s evaluation panel recommended to the Workforce Development Board (“WDB”), that Subrecipient be awarded the contract for operation of the Program and the WDB accepted that recommendation;

- G. WHEREAS, on (Date) the Policy Board agreed with the evaluation panel and the WDB and recommended that Subrecipient be awarded the Contract for the operation of the Program for a term of one-year (1) and directed SDWP staff to negotiate and award the Contract (“Subrecipients Original Contract”); and
- H. WHEREAS, SDWP and Subrecipient wish to document such one-year contract as provided herein.

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Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Contract, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SDWP and Subrecipient agree as follows:

1. Recitals - Part of Agreement

The recitals listed above, are true and correct and are incorporated into this Contract by this reference as though fully set forth at this place in the Contract.

2. Term of Contract

The term of this Contract shall commence on July 1, 2021 and terminate on June 30, 2022 (the "Term").

3. Purpose and Program Goal

SDWP and Subrecipient have entered into this Contract for the operation of the Program. Subrecipient acknowledges and agrees that the operation of the Program is part of an overall initiative of the Department of Labor ("DOL") to encourage customer-centered, job-driven strategies, such as career pathways, business engagement systems, sector strategies, and work-based learning; and a commitment to high-quality services for all populations, including individuals with barriers to employment.

Subrecipient shall operate the Program in a manner consistent with the overall concept of WIOA as described in Recital A, generally, and with SDWP's vision for Provider Network Programs in San Diego County in accordance with all the terms and conditions of this Contract.

4. Incorporated Documents

The documents referred to in subparagraphs below, ("Incorporated Documents"), are incorporated into this Contract by this reference as though fully set forth at this place in the Contract. By their signatures on the title page, SDWP and Subrecipient certify that they have carefully read and understand all such Incorporated Documents and agree that they shall adhere to, follow, and operate in accordance with each provision of such Incorporated Documents. SDWP reserves the right to revise this contract and any or all of the Incorporated Documents as needed.

- 4.1. All local, state, and federal, ordinances, statutes, rules, regulations, Office of Budget Management Circulars, and interpretive materials including California State Employment Development Department ("EDD") and USDOL rules, regulations, and policies.
- 4.2. The San Diego Workforce Partnership Operations Manual and subsequent issuances and revisions located on-line at <http://workforce.org/operations-manual> ("SDWP Operations Manual");
- 4.3. *Attachment A* – The San Diego Workforce Partnership Contract General Provisions ("General Provisions");

- 4.4. *Attachment B* – (“Subrecipients Original Proposal”) or placeholder referencing the original proposal included in the Subrecipients Original Contract, noted in Recital G above;
- 4.5. *Attachment C* – (“Program Performance Measures”);
- 4.6. *Attachment D* – (“Contract Budget Documents”);
- 4.7. *Attachment E* – (“Program Design Summary”); and
- 4.8. *Attachment F* – (“Incentive & Stipend Policy”).

5. Termination of Contract

This Contract is subject to early termination by reason of:

- 5.1. Default in the performance of this Contract by either Subrecipient or SDWP;
- 5.2. Material breach of any of the provisions of this Contract by either Subrecipient or SDWP;
- 5.3. For other reasons detailed in the General Provisions including, without limitation:
 - 5.1.2. Suspension of Funding;
 - 5.1.3. Termination for Default;
 - 5.1.4. Termination on Occurrence of Stated Events;
 - 5.1.5. Termination Due to Unavailability of Funds; and/or
 - 5.1.6. Termination for Convenience

6. Compliance with Law & Legislation

Subrecipient agrees to comply with all local, state, and federal, ordinances, statutes, rules, regulations, Office of Budget Management Circulars, and interpretive materials including California State Employment Development Department (“EDD”) and USDOL rules, regulations, and policies. In addition, Subrecipient is responsible for complying with all rules and regulations (as they exist and as they are amended from time to time) of all SDWP funding sources, including but not limited to the Workforce Investment Act (“WIOA”), local, state, and federal agencies.

6.1. Changes to Law & Legislation

The terms and conditions of this Contract are subject to change, and may change, based upon (i) such legislation, (ii) additions, modifications, or revisions to federal and/or state laws, regulations, requirements, procedures, or interpretive materials which may affect the workforce development system, (iii) USDOL regulations and procedures, (iv) EDD regulations and procedures, and (v) the adoption by SDWP’s governing board of local direction and procedures. Subrecipient agrees to remain informed of the WIOA and its regulations and requirements.

7. SDWP Structure

7.1. Policy Board

The Policy Board is a five-member board made up of two San Diego City Council members, two County Supervisors, and one Business Representative appointed by the United Way. The Policy Board oversees funding and policy development under WIOA. The Policy Board appoints the members of the WDB.

7.2. Workforce Development Board

The WDB shares responsibility with the Policy Board for overseeing funding and policy development under WIOA. The WDB is particularly focused on identifying labor market needs in the San Diego region and developing effective and innovative workforce solutions. The WDB has the responsibility to oversee and evaluate the programs throughout San Diego County. As such, the WDB is committed to the highest quality of services, achievement of high performing programs, customer satisfaction, and continuous improvement.

8. Roles and Responsibilities

SDWP agrees to:

- 8.1. Oversee and evaluate the management and operations of all programs funded by SDWP;
- 8.2. Allocate WIOA and/or other workforce funds to programs;
- 8.3. Monitor Subrecipients performance, quality of service, and cost effectiveness, and report such matters to the Policy Board, and the WDB;
- 8.4. Develop and provide technical assistance to Subrecipients staff;
- 8.5. Inform Subrecipients of federal and state policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed for the implementation of such policies, procedures, and rules;
- 8.6. Prepare grant plans and/or modifications as required for all funding sources;
- 8.7. Oversee and enforce Subrecipients compliance with all rules, regulations, and procedures issued by all funding sources;
- 8.8. Provide a common logo for all programs and guidance for its use as outlined in [Attachment A](#) - General Provisions.
- 8.9. Establish and facilitate regularly scheduled meetings with Subrecipients; and
- 8.10. Develop and submit proposals for additional funds to enhance Program services.

9. Operational Provisions

Subrecipient shall develop and maintain administrative and management staff and systems necessary and appropriate for the management and operation of the Program. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies that are necessary to operate the program including those specified in the SDWP Operations Manual as may be modified and amended from time to time. These administrative and management systems, policies and/or controls must, in SDWP's sole discretion, meet SDWP standards. Subrecipient shall immediately advise SDWP of any changes to the administrative and management systems, policies and/or controls as referenced in [Attachment B](#) -Subrecipients Original Proposal or that may affect the program services, operation and/or performance of the program.

Subrecipient shall maintain or exceed all products and services currently provided at the Program, and at all times shall emphasize coordination and cooperation with SDWP.

9.1. Staffing Plan

Subrecipient shall provide sufficient staff to carry out the purposes of this Contract. Subrecipient shall ensure staff positions funded by this Contract are reasonable and support the delivery of program services described in this Contract. Subrecipient shall prepare and present to SDWP a staffing plan ("Program Staffing Plan"). The approved staffing level is reflected in [Attachment D](#)-Budget Documents.

Subrecipient shall continue to operate under the philosophy of leveraging funds from partners to sustain operations and maximize the number of personnel serving clients while reducing non-personnel costs to those which are essential. Subrecipient shall meet the needs of the community by hiring staff that are culturally competent and who reflect the makeup of the Programs client base. Subrecipient shall ensure that bilingual staff is available for clients. Subrecipient shall make a commitment to hire skilled professionals who work well with the demographic base.

9.1.1. Staffing Plan Changes

Any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure or in response to corrective action, should be addressed quickly to avoid disruption of program services. Subrecipient shall notify SDWP within two weeks of any program staff vacancy or any staffing changes that could affect the delivery of program services, operation of the program and/or performance. Any staffing changes should also be noted on monthly and/or quarterly reports, as requested by SDWP.

Change(s) to Subrecipients Program Staffing Plan, as reflected in the original budget to modify the staffing level, is to be reflected in subsequent mutually agreed contract modification(s) in [Attachment D](#) -Budget Documents.

9.2. Job Quality

Subrecipient represents that its employment practices consistently provide “Quality Jobs” as defined below for each regular employee providing services under this agreement. Subrecipient agrees to provide sufficient documentation to substantiate such practices (for example, an employee handbook or payroll records) upon request.

9.2.1. Definition

A “Quality Job” is a job that contributes to household stability through reliable, predictable earnings which provide a pathway to self-sufficiency; working conditions that are safe, free from discrimination and harassment, and welcoming of workers’ concerns and ideas for improvement; opportunities to learn, grow and advance either within the organization or the field; and a set of support systems, benefits and options that align with the needs of a worker’s life circumstances and career goals.

9.2.2. Job Quality Requirements

At minimum, all Quality Jobs include the below. For more information on the job quality framework and it’s indicators, please reference <https://workforce.org/jobquality/>.

- 9.2.2.1 Living wage. Compensation which allows an individual to afford adequate shelter, food, and other necessities for their geographic area. For the current period of performance specified in this contract, a living wage is \$17.65 per hour (or equivalent salary). Living wage is based on a series of economic indicators which fluctuate over time. In the past, annual living wage increases have ranged from -2 to 10%. Subrecipient must indicate any assumptions related to living wage in your financial narrative as part of your budget submission. At the sole discretion of SDWP, Subrecipient may be granted a waiver of the Living Wage requirement for a transitional period of up to one (1) year. Waivers will be documented in writing.
- 9.2.2.2 Safe working conditions. Work environments free from undue physical hazards, and from discrimination and harassment.
- 9.2.2.3 Appropriate classification. An employee’s status as a Subrecipient or employee, and as exempt or non-exempt from overtime requirements, is consistent with the employee’s actual relationship to Subrecipient.
- 9.2.2.4 Stable schedule. Employees with variable working hours receive their schedules no less than two (2) weeks in advance of the working period described in the schedule. Employees without a variable schedule have clear, documented regular working hours, and receive no less than two (2) weeks’ advance notice for extended working days.
- 9.2.2.5 Human resources infrastructure. Employees have access to human resources representative(s) who develop, communicate, and enforce policies and procedures that ensure job quality standards are met.

9.2.3. Working Metrics

Subrecipient agrees to upload data into the Working Metrics application within 30 days from receipt of access to the system and quarterly after that throughout this contract's period of performance. Note that the Workforce Partnership reserves the right to monitor Subrecipients on an ongoing basis to verify that the practices represented are in place. For additional details on subrecipient oversight and monitoring practices, please see Chapter 8 of the Operations Manual.

9.3. Performance Measures and Standards

Subrecipient must adhere to and meet the required performance measures and performance outcomes as detailed in *Attachment C- Program Performance Measures* and corresponding policies and procedures outlined in the **SDWP OPERATIONS MANUAL**.

9.4. Reports

Subrecipient shall prepare, provide, and submit to SDWP all applicable documents and reports described in SDWP Operations Manual, as may be revised from time to time, and any additional documentation as required by SDWP. Failure to submit accurate and timely reports to SDWP may subject Subrecipient to possible Corrective Action as outlined in SDWP Operations Manual and current Operations Issuances.

9.4.1. Quarterly Narrative Report

Subrecipient shall be required to submit a quarterly program narrative report (QNR) documenting progress and/or obstacles and provide additional requests for technical assistance. SDWP staff will include assistance provided and any internal or external monitoring's noting trends in observations and/or findings.

9.5. Contract Monitoring

Contract monitoring is a regular, systematic review of programmatic and fiscal activities, administrative systems, and management practices to determine if they are appropriate, effective and in compliance with the terms of this Contract, WIOA rules and regulations, DOL and EDD directives, and SDWP policies and procedures. Monitors identify and analyze problems found through compliance review and performance review, provide technical assistance during their on-site monitoring visit, issue recommendations for corrective action in their monitoring report and follow-up on the recommendations to ensure that corrective action occurs. Subrecipient shall adhere to and follow monitoring parameters identified in the **SDWP OPERATIONS MANUAL CHAPTER 8 - Oversight and Monitoring**, as may be revised from time to time, and all subsequent applicable operations issuances. Subsequent issuances are designed to provide monitoring guidance to the organizations that contract with SDWP including Subrecipient.

9.6. Partnerships & Collaboration

Subrecipient shall operate the program in a manner that ensures that services are coordinated within the region(s) where other entities within the Provider Network operate and shall share information regarding services including, but not limited to, making referrals. Subrecipient agrees that SDWP shall be entitled to impose on Subrecipient additional requirements with respect to partnerships and collaborations, as SDWP deems necessary.

9.6.1. Location

The Program will be operated at location(s) referenced on the title page and *Attachment E - Program Design Summary*.

9.6.2. America's Job Center of California (AJCC) & Youth Service Providers

Subrecipient shall work in partnership with the Provider Network so as to provide a continuum of services that transitions youth into the adult service delivery system, a local implementation plan that is skill based and moves the AJCC client through a common set of value added services designed to increase employability and the chances of retaining jobs and advancing in those jobs, as necessary. Additionally, AJCC's must provide cross-referrals for young adults who may require more case management and intensive services, if eligible.

9.6.3. Meetings

Subrecipient shall send designated staff to attend and participate in all scheduled meetings and trainings for Provider Network Programs.

9.6.4. Contact Information

Subrecipient agrees to provide current contact information for the program including, but not limited to address, phone, email, program website, program description and appropriate contact person. Subrecipient agrees to have this information listed on the www.workforce.org website.

9.7. Participant Tracking

Entry of individual participant data, such as eligibility determination, demographics, activities, case notes, and outcomes data is required. Timely data collection is required and must be entered within five (5) days after the date of any individual activity. SDWP will conduct ongoing monitoring to evaluate Subrecipients use of CalJOBS. Subrecipient must adhere to the provisions and guidelines in **SDWP OPERATIONS MANUAL, CHAPTER 5 - CalJOBS Forms and Procedures Handbook** and/or **SDWP OPERATIONS MANUAL, CHAPTER 4** as it relates to participant tracking.

9.8. Business Engagement and Match Tracking

The system of record for all business services activities performed by the subrecipient will be the Partner Portal Salesforce Platform, developed and maintained by SDWP. All business services activities, outreach, job postings, matches, and other relevant data input elements will be recorded by the subrecipient in the Partner Portal within one business day.

Subrecipients must adhere to the provisions and guidelines as outlined in SDWP Operations Manual, Chapter 11 - Business Services. Failure to make good-faith efforts to use this system of record and follow operations manual guidelines may result in corrective action and potential contract termination.

SDWP will be responsible for reporting to the California Employment Development Department business services metrics per the guidance in WSIN19-06 or any subsequent guidance or directives.

10. Financial Provisions

Subrecipient shall adhere to and follow financial parameters identified in the **SDWP OPERATIONS MANUAL CHAPTER 6** - Financial Management, as may be revised from time to time, and all subsequent applicable operations issuances. The financial management chapter and subsequent issuances are designed to provide operational financial guidance to the organizations that contract with SDWP, including the Subrecipient, and prescribe the uniform accounting procedures for the implementation of the provisions of federal job training programs, and other funding sources.

10.1. Invoicing

Subrecipient shall invoice as stipulated in the **SDWP OPERATIONS MANUAL, CHAPTER 6** - Financial Management, as may be revised from time to time. SDWP reserves the right to question any cost submitted on an invoice with regard to applicable federal, state, or local regulations or for overall reasonableness.

10.2. Payment Method

Payment under this Contract is a cost reimbursement method. Subrecipient shall be reimbursed for all approved allowable, allocable, and necessary costs incurred for program-related expenses as itemized in *Attachment D* -Budget Documents.

10.3. Subcontracts

All subcontracts shall adhere to guidelines under *Attachment A* - General Provisions.

10.4. Accounting and Record-Keeping Requirements

Subrecipient shall comply with SDWP's accounting and record keeping requirements as referenced in **SDWP OPERATIONS MANUAL CHAPTER 6** - Financial Management, as may be revised from time to time.

10.5. Program Income

Subrecipient shall comply with the stipulation referenced in **SDWP OPERATIONS MANUAL, CHAPTER 6** - Financial Management, as may be revised from time to time, regarding reporting of program income and obtaining SDWP approval for the planned use of program income. Program income funds must be returned to SDWP within 30 days of the end of each contract, including this Contract, unless the Subrecipient meets all requirements for retention.

10.6. Contract Modifications

If determined necessary by SDWP, or requested by Subrecipient and approved by SDWP, contract modifications shall be executed in accordance with **SDWP OPERATIONS MANUAL CHAPTER 2** - Contract Administration, as may be revised from time to time.

10.7. Support (Administrative) vs. Program Costs

Subrecipient may not exceed the cap of twenty percent (20%) on administrative costs. Subrecipient agrees to comply with this rule when classifying budget costs as administrative or program costs. SDWP encourages Subrecipient to use in-kind or other revenue streams other than WIOA funding to pay for administrative costs.

10.8. Records Keeping

Subrecipient shall adhere to record retention requirements as specified in 2 CFR 200.333.

10.9. Contract Budget

The budget documents identified in the *Attachment D* - Contract Budget Documents, outline Subrecipients best estimate of total costs by funding source to be incurred for the program year. SDWP will monitor actual expenditures in accordance with the expenditure plan and the individual budgeted line items outlined in the Budget Documents. SDWP reserves the right to question any deviation from the expenditure plan and require Subrecipient to justify billed expenses, revise its budget or resubmit its invoice with identified adjustments in accordance with **SDWP OPERATIONS MANUAL, CHAPTER 2** - Contract Administration and/or **SDWP OPERATIONS MANUAL, CHAPTER 6** - Financial Management, as may be revised from time to time.

In addition, SDWP will monitor Subrecipients on a monthly and/or quarterly basis to ensure Subrecipients are managing expenditures. SDWP reserves the right to de-obligate funds from Subrecipients budget that falls below eighty percent (80%) planned expenditures threshold.

11. Program Scope of Work

Subrecipient shall adhere to the program scope of work identified on the title page and all subsequent attachments of this Contract, as well all policies and procedures relevant to the Program provided in the [SDWP OPERATIONS MANUAL](#).

11.1. Program Eligibility

Subrecipient shall adhere to the program eligibility for the Contract provided in [SDWP OPERATIONS MANUAL, CHAPTER 7](#)

11.2. Program Activities

Subrecipient shall adhere to the program activities requirements for the Contract provided in [SDWP OPERATIONS MANUAL, CHAPTER 4](#)

12. Counterparts and Electronic Signatures

This agreement may be executed in one or more counterparts, and counterparts may be executed by electronic transmission (including by email) or other electronic means, each of which will be deemed an original, but all of which together constitute one and the same instrument.

If this agreement involves a corporate party, the Subrecipient must be represented by two individuals as follows: (A) one from the Subrecipient's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code, section 313.

13. Attachments

Subrecipient shall reference the following attachments as they relate to the Contract, Recitals, and Agreement:

- 13.1. Attachment A - General Provisions
- 13.2. Attachment B - Subrecipients Original Proposal or reference to Subrecipients Original Contract
- 13.3. Attachment C - Program Performance Measures
- 13.4. Attachment D - Contract Budget Documents
- 13.5. Attachment E - Program Design Summary
- 13.6. Attachment F - Incentive & Stipend Policy

14. References

- 14.1. [SDWP Operations Manual](#)

[END - Signatures of SDWP and Subrecipient on Contract Title Page]