

**CONTINUATION AND SECOND AMENDMENT TO WIOA ADULT AND DISLOCATED
WORKER AND YOUTH SERVICES AGREEMENT**

SECOND REVISED SUMMARY PAGE

This SECOND AMENDMENT TO **WIOA ADULT AND DISLOCATED WORKER AND YOUTH SERVICES AGREEMENT** is entered into this 29th day of November, 2021, by the **CITY OF SAN JOSE**, a municipal corporation ("CITY"), and **ARBOR E&T, LLC DBA EQUUS WORKFORCE SOLUTIONS**, a Kentucky Limited Liability Company authorized to do business in the State of California ("CONTRACTOR").

Description:

CONTRACTOR will provide workforce services and job placement assistance to adult and dislocated worker participants and youth participants eligible for the Workforce Innovation and Opportunity Act ("WIOA") program and other board approved programs. ("Program"). The following Program services will be provided to WIOA adult and dislocated worker participants: Basic Career Services which are informational or self-service, and Individualized Career Services which require staff assistance. Services provided to Youth include specialized pre- and post-employment services

COMPENSATION AMOUNT	FY 2020-2021
Funding Source:	WIOA
Amount Not to Exceed:	\$2,780,780
Funding Source:	NDWG
Amount Not to Exceed:	\$229,200
TOTAL	\$3,009,980
COMPENSATION AMOUNT	FY 2021-2022
Funding Source:	WIOA
Amount Not to Exceed:	\$3,389,818
Funding Source:	NDWG
Amount Not to Exceed:	\$214,385
TOTAL	\$3,604,203
TOTAL COMPENSATION NOT TO EXCEED:	\$6,614,183
Payment Terms:	See Second Revised Exhibit D

Agreement Term: Start Date: 9/1/2020 End Date: 6/30/2021

Amended Agreement Term: Start Date: 7/1/2021 End Date: 6/30/2022

PARTIES TO AGREEMENT:		CONTRACTOR	CITY
Name:	Arbor E&T, LLC dba Equus Workforce Solutions		CITY OF SAN JOSE
Address for Legal Notice:	805 N. Whittington Parkway, Suite 400 Louisville, KY 40222		Office of Economic Development, San José Silicon Valley Workforce Development Board 5730 Chambertin Drive San José, CA 95118
Attention:	Steve Reed Chief Legal Counsel		Monique Melchor Director
Email Address:	Steve.Reed@brightspringhealth.com		monique.melchor@sanJoseca.gov
Telephone No.:	502-394-2100		408-794-1108
Contact Person: Title: Telephone No: Email:	Adrineh Terantonians Regional Director 818 -480-1109 adrineh.terantonians@equusworks.com		Colleen Brennan Contracts Manager 408-794-1139 colleen.brennan@sanjoseca.gov
Federal Taxpayer ID:	61-0875371		
City Business License Tax No.:	1308491400		
Type of Entity:	Kentucky Limited Liability Company authorized to do business in the State of California		
State of Incorporation or Residency:	KY		

SECOND REVISED EXHIBIT LIST & SIGNATURE PAGE

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit A: Scope of Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit B: Monitoring, Evaluation, and Reporting Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit C: Budget Summary
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit D: Payments to Contractor and Reporting Schedule
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit E: General WIOA Provisions
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act*
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit G: Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit H: Retroactive Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification 1.1: Debarment and Suspension
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification 1.2: Lobbying
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification 1.3: ADA Accessibility**

* applicable if CONTRACTOR employees or volunteers perform services in a position i) having supervisory or disciplinary authority over minors; or ii) requiring contact with children, or as a food concessionaire or other similar licensed concessionaire.

** not applicable to ETPL vendors; applicable if subrecipient CONTRACTOR offers services to clients in location(s) other than CITY America’s Job Center of California (“AJCC”) Centers.

The Exhibits and Certifications marked above are attached hereto and incorporated herein. I certify that I have read and hereby agree to comply with all the terms and provisions contained in this FIRST AMENDMENT, including without limitation, all Exhibits and Certifications.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Sarah Zarate

Sarah Zarate

Sarah Zarate (11/29/2021)

Email: sarah.zarate@sanjoseca.gov

By

SARAH ZARATE

Director



Approved as to Form:

Attorney

Arlene

Deputy City Attorney

arlene.silva@sanjoseca.gov

Arlene Silva

Arlene Silva (11/26/2021)

Email: arlene.silva@sanjoseca.gov

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“CONTRACTOR”

ARBOR E&T, LLC DBA EQUUS WORKFORCE SOLUTIONS, a Kentucky Limited Liability Company authorized to do business in the State of California

MARK DOUGLASS

Mark Douglass

mark@equusworks.com (11/17/2021)

Email: mark@equusworks.com

By

MARK DOUGLASS

LLC Manager

**CITY OF SAN JOSE
CONTINUATION AND SECOND AMENDMENT TO WIOA ADULT AND DISLOCATED
WORKER AND YOUTH SERVICES AGREEMENT**

This CONTINUATION AND SECOND AMENDMENT TO WIOA ADULT AND DISLOCATED WORKER AND YOUTH SERVICES AGREEMENT (“SECOND AMENDMENT”) is made by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter “CITY”), and the person or entity identified as CONTRACTOR on the SECOND REVISED SUMMARY PAGE at the beginning of this SECOND AMENDMENT (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, on February 18, 2021, CITY and CONTRACTOR entered into an agreement entitled “WIOA ADULT AND DISLOCATED WORKER AND YOUTH SERVICES AGREEMENT” (“AGREEMENT”); and

WHEREAS, on May 4, 2021, CITY and CONTRACTOR entered into a first amendment to the AGREEMENT to increase the total amount of compensation to include unspent funds from the previous fiscal year and to revise the Payment to Contractor and Reporting Schedule (“FIRST AMENDMENT”); and

WHEREAS, CITY and CONTRACTOR desire to further amend the AGREEMENT to increase the total amount of compensation and to revise the Scope of Services, Budget Summary, and Payments to Contractor and Reporting Schedule for Program Year (PY) 2021-2022; and

WHEREAS, it is understood and agreed that CONTRACTOR has commenced work and incurred costs prior to execution of this SECOND AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse CONTRACTOR for those costs in accordance with the terms of this continued amended AGREEMENT. However, in no event shall CONTRACTOR be reimbursed for costs incurred prior to July 1, 2021;

NOW, THEREFORE, the parties agree to continue and further amend the amended AGREEMENT as follows:

SECTION 1. FIRST REVISED SUMMARY PAGE is amended to read as shown in SECOND REVISED SUMMARY PAGE, attached and incorporated into this SECOND AMENDMENT.

SECTION 2. Paragraph C of SECTION 5, “COMPENSATION”, is amended to read as follows:

“CONTRACTOR shall comply with all of the terms and conditions of this AGREEMENT, including the SECOND REVISED SUMMARY PAGE and all Exhibits and Certifications attached hereto, regardless of whether the CITY’s funding source is from sources other than those received under WIOA. If CONTRACTOR fails to comply with any of the terms and conditions of this AGREEMENT, including the SECOND REVISED SUMMARY PAGE and all Exhibits and Certifications attached hereto, CONTRACTOR shall reimburse CITY from sources other than those received from CITY.”

SECTION 3. EXHIBIT A, "SCOPE OF SERVICES," is hereby amended to read as shown in REVISED EXHIBIT A, attached and incorporated into this SECOND AMENDMENT.

SECTION 4. REVISED EXHIBIT C, "BUDGET SUMMARY" is hereby amended to read as shown in SECOND REVISED EXHIBIT C, attached and incorporated into this SECOND AMENDMENT.

SECTION 5. REVISED EXHIBIT D, "PAYMENTS TO CONTRACTOR AND REPORTING SCHEDULE" is hereby amended to read as shown in SECOND REVISED EXHIBIT D, attached and incorporated into this SECOND AMENDMENT.

SECTION 6. REVISED EXHIBIT H, "RETROACTIVE SERVICES," attached hereto, is hereby appended to the AGREEMENT.

SECTION 7. All the terms and conditions of the amended AGREEMENT not modified by this SECOND AMENDMENT shall remain in full force and effect.

REVISED EXHIBIT A

SCOPE OF SERVICES

SECTION 1 SERVICES TO BOTH ADULTS/DISLOCATED WORKERS AND YOUTH

A. General Description of Services:

CONTRACTOR will conduct activities to prepare for the transition of client services from the previous service provider from September 1, 2020 through September 30, 2020. CONTRACTOR will not provide any actual client services until October 1, 2020.

CONTRACTOR shall provide the services described in this **REVISED EXHIBIT A** to WIOA-eligible adult, dislocated worker, and youth participants from October 1, 2020 through June 30, 2022.

If there are County-ordered restrictions on opening to the public, services will be provided remotely. CITY and CONTRACTOR will mutually agree upon remote service delivery provision. Current information on remote services can be found at www.work2future.org.

B. Location of Services

CONTRACTOR's services will be offered to eligible clients residing in the San José service delivery area, which consists of the cities of San José, Los Gatos, Monte Sereno, Saratoga, Los Altos Hills, Campbell, Gilroy, Morgan Hill, and the unincorporated areas of Santa Clara County contiguous to those cities. Services will be provided at CITY'S Workforce Development Board (WDB) America's Job Center of California (AJCC) location(s) listed below unless otherwise determined by the CITY's Director.

Adult, Dislocated Worker and Youth Services:

- 1601 Foxworthy Avenue, San José, CA 95118;
- 1901 Zanker Road, San José CA 95112;
- 1608 Las Plumas Avenue, San José, CA 95133 or
- Other location(s) as may be specified by CITY's DIRECTOR.

Adult and Dislocated Worker Services:

- South County One-Stop – 379 Tompkins Court, Gilroy, CA 95020; or
- Other location(s) as may be specified by CITY's DIRECTOR.

- **San José Area:** The San José service area consists of San José, Los Gatos, Monte Sereno, Saratoga, Los Altos Hills, Campbell, and the unincorporated areas of Santa Clara County contiguous to those cities.
- **South County Area:** The South County service area consists of Gilroy, Morgan Hill, and the unincorporated areas of Santa Clara County contiguous to those cities.

C. Compliance with Policies, Procedures, Operational Directives and Information Bulletins

CONTRACTOR shall follow all WDB policies, procedures, board mandates, Operational Directives and Information Bulletins, as they may be amended and revised periodically and posted on the work2future Sharepoint site: <https://sanjoseca.sharepoint.com/sites/Work2Future>. CITY will provide CONTRACTOR with notification no less than five (5) days prior to implementation of new or revised policies, procedures, board mandates, Operational Directives and Information Bulletins. CITY may provide CONTRACTOR with training for new or revised policies, procedures, board mandates, or Operational Directives and Information Bulletins, as deemed necessary by CITY. CONTRACTOR shall ensure that all CONTRACTOR's staff assigned to perform services under this AGREEMENT whose job functions are affected by the new or revised policies attend the aforementioned trainings and shall ensure that all personnel follow said policies, procedures, board mandates, Operational Directives and Information Bulletins.

D. Documentation of Services and Protection of Personally Identifiable Information

CONTRACTOR shall enter documentation of all services into the California State Employment Development Department (EDD) CalJOBSSM system (CalJOBS). CONTRACTOR shall enter Program activities, case notes, file documentation, goals, and fiscal tracking of training expenditures into CalJOBS within fourteen (14) calendar days of the activity occurring. CONTRACTOR shall use the correct State-designated activity codes for each Program activity, ensuring that similar activities for different programs are entered correctly.

CONTRACTOR shall submit a monthly report of activities and activity codes entered into CalJOBS to MIS Unit by the fifteenth (15th) working day of the following month. CONTRACTOR shall shred or otherwise securely dispose of original copies of scanned documents. CONTRACTOR shall ensure that documents containing Personally Identifiable Information (PII) or medical information are stored in a secure location accessible only to individuals who need it in their official capacity to perform duties in connection with the scope of work.

E. Coordination With WDB Staff and Contractors

CONTRACTOR will attend quarterly meetings with WDB staff, the WDB board or committees, or senior WDB staff. CITY's Director will determine the meeting attendees and meeting dates, times, and locations. Meeting agendas will focus on updates of service delivery activities and performance and strategies to achieve CONTRACTOR's goals.

F. Referrals to WIOA Partners for Additional Services

WIOA requires AJCC partners to work cooperatively to achieve the policy objectives. CONTRACTOR will refer individuals to other AJCC Partners whenever appropriate during provision of the individual's services. CONTRACTOR will use referral process described in the CITY's One-Stop Partners Sharepoint site: <https://sanjoseca.sharepoint.com/sites/Work2Future>. CITY will provide CONTRACTOR access to the Sharepoint site.

G. Marketing and Logo

CONTRACTOR shall only use CITY-approved work2future marketing logo in any and all marketing, advertisement, and program related materials relative to services covered under this agreement. All materials shall acknowledge work2future and its role as the source of funding. CONTRACTOR shall not use the logo of its organization relative to providing services under this agreement.

H. General Service Requirements

1. CONTRACTOR shall work collaboratively and coordinate services with other WIOA contractors and their subcontractors to ensure a comprehensive and seamless delivery of services.
2. CONTRACTOR shall coordinate services with the designated One-Stop Center(s) in its area.
3. CONTRACTOR shall participate in quarterly program review meetings and/or agency site visits with CITY's DIRECTOR or his or her designee for the purpose of reviewing CONTRACTOR's implementation of CONTRACTOR's SERVICES.
4. CONTRACTOR shall assist CITY with any needs assessment meetings when held by CITY to ascertain the community's needs regarding adult and dislocated worker services. CONTRACTOR's assistance will include, but not be limited to, assistance with the collection of needs assessment surveys, and performance of outreach to persons served by the CONTRACTOR's SERVICES.

I. Priority Industry Sectors and In-Demand Occupations

CONTRACTOR shall provide all services in a manner that uses Industry Sectors Labor Market Information ("LMI") and results in employment opportunities for the following sectors ("Priority Industry Sectors") or in an in-demand occupation:

- Financial Service;
- Information (ICT);
- Construction;
- Manufacturing;
- Healthcare and Social Assistance.

Subsectors may be determined at a later date and sectors may change based on economic conditions. CITY will notify CONTRACTOR of any subsectors or changes when they take effect.

CITY will provide CONTRACTOR with a list of in-demand occupations annually at a minimum or more frequently at the CITY's discretion.

J. Documentation of Services and Protection of Personally Identifiable Information (PII)

1. CONTRACTOR shall enter Program activities, case notes, file documentation, goals, and fiscal tracking of training expenditures into CalJOBS within fourteen (14) calendar days of the activity occurring. CONTRACTOR shall use the correct

State-designated activity codes for each Program activity, ensuring that similar activities for different programs are entered correctly.

2. CONTRACTOR shall submit a monthly report of activities and activity codes entered into CalJOBS to MIS Unit by the fifteenth (15th) working day of the following month.
3. CONTRACTOR shall use the correct State-designated activity codes for each Program activity, ensuring that similar activities for different programs are entered correctly.
4. Back-up to documentation shall be uploaded into the client's documents repository in CalJOBS, with the exception of any documentation that includes Personally Identifiable Information ("PII") including but not limited to documentation of a disability.
5. PII data must be stored in an area physically safe from access by unauthorized persons at all times. Accessing, processing and storing of ETA grant PII data on personally owned equipment at off-site locations is prohibited. Data may not be obtained or used for any purpose other than those required by the programs.

SECTION 2 ADULT AND DISLOCATED WORKER SERVICES

A. Number of Participants to be Served:

Individualized Career Services:

Program Year (PY) 2020-2021

- San José Area 600 participants
- South County Area 150 participants

CONTRACTOR shall serve all adult and dislocated worker clients carried over from service provider that provided services during Program Year 2019-2020 and all adult and dislocated worker clients enrolled by service provider that provided services during July-September of Program Year 2020-2021

PY 2021-2022

- San José Area and South County Area Combined 700 participants

CONTRACTOR shall serve all adult and dislocated worker clients carried over from Program Year 2020-2021

In PY 2021-2022 a portion of the total compensation will be held back until the final invoice for the PY as an enrollment incentive. Schedule of enrollment incentive amounts is detailed in SECOND REVISED EXHIBIT D, "PAYMENTS TO CONTRACTOR AND REPORTING SCHEDULE."

B. Eligible Program Participants

All adults and dislocated worker clients enrolled in the Program shall meet the minimum eligibility and priority of service criteria set forth below:

Adult Program. WIOA Section 134(c)(3) establishes eligibility requirements for adults. The State Employment Development Department Workforce Services Directive 15-14 (WSD 15-14) establishes WIOA Adult Priority of Service.

Dislocated Worker Program. WIOA Section 3(15) establishes eligibility requirements for Dislocated Workers.

C. Description of CONTRACTOR’s Services

1. CONTRACTOR will provide WIOA-eligible adults and dislocated workers services in the areas of: Basic and Individualized Career Services as described below in Section 2 Subsection E, “Service Delivery System.”
2. CONTRACTOR shall deliver services in compliance and accordance with WIOA laws and regulations that pertain to adult and dislocated worker service delivery, as well as Training and Employment Guidance Letter 19-16 which can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3851

D. Performance Operating Plan (“POP”)

CONTRACTOR’s Performance Operating Plan is included as Section 2 Subsection P of this **REVISED EXHIBIT A**. The Performance Operating Plan establishes the quantifiable goals of the Program, and shall be used by CITY in assessing Program performance.

If actual performance does not meet the goals documented in the Performance Operating Plan CITY may, at its sole option, revise the Performance Operating Plan. If revision of the Performance Operating Plan results in fewer total participants to be served, CITY may, at its discretion, reduce the budget amount or suspend payment to CONTRACTOR.

CITY may, at its sole option, pursue a course correction process with CONTRACTOR to address issues with CONTRACTOR’s performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to CONTRACTOR or to terminate this AGREEMENT.

E. Service Delivery System

CONTRACTOR will provide services consistent with the following service delivery system to the number of participants designated above in Section 2 Subsection A of this **REVISED EXHIBIT A**:

1. Basic Career Services

CONTRACTOR will provide information services “a” through “h” below to individuals primarily seeking information. CONTRACTOR will provide staff assistance limited to assisting individuals in completing and signing an initial application for services and to direct these individuals to the information they request. These individuals are not treated as participants for performance calculations and their self-service or informational search

requires only an initial application. If the Basic Career Services requirements are revised by the state or federal government during the term of this AGREEMENT, CITY will notify CONTRACTOR in writing reflecting those changes without the need for formal amendment notwithstanding any other provision contained in the AGREEMENT.

- a. Provide outreach, intake, and orientation to information and other services available through the America's Job Center system.
- b. Provide eligibility determination and initial objective assessment of each participant, meeting requirements of WIOA Section 134(c)(3)(E) and proposed 20 C.F.R. § 680.600. If initial objective assessment results in a career goal other than employment in one of the Priority Industry Sectors or an in-demand occupation, CONTRACTOR will, if applicable, provide a referral to a partner agency better able to assist in meeting the individual's career goals.
- c. Provide job postings and informational materials about in-demand occupations and the earnings and skill requirements for such occupations.
- d. Provide self-service online job search.
- e. Make available information about required and additional partners as well as information relating to the availability of supportive services, including child care and transportation available in the Local Area and referral to such services, as appropriate.
- f. Make available information regarding how the Local Area is performing on the local performance measures and any additional performance information with respect to the America's Job Center delivery system in the Local Area, including performance information and program cost information on eligible providers of training services.
- g. Provide information on financial literacy.
- h. Basic Career Services include providing license and computer access to individuals wishing only to use CITY's Metrix® Learning system licenses for online training.

2. Individualized Career Services

CONTRACTOR will use an intensive case management approach to provide services to individuals seeking staff assistance in utilizing an array of career services to obtain employment in one of the Priority Industry Sectors or in an in-demand occupation.

- a. CONTRACTOR will provide the following services to individuals who are primarily seeking staff assisted services. Priority shall be given according to WSD 15-14.
 - i. Intake. CONTRACTOR shall assist the client with completing enrollment into the WIOA program appropriate to the client and will review each of the WDB mandated forms with the client and obtain

the client's signature on the appropriate WIOA, Employment Development Department ("EDD"), and WDB forms. CONTRACTOR shall scan the required documents and upload them to CalJOBS. All client enrollments shall be completed by April 30, 2022.

- ii. Assessment of skills, abilities, attitudes, and needs and the subsequent review and discussion of assessment results is the first step in identifying a career path. Assessment instrument will be determined by or provided by CITY. CONTRACTOR will upload the results of the assessment into CalJOBS. All enrolled clients will be given a license to use the CITY's Metrix® Learning system.
 - iii. Development of an Individual Employment Plan ("IEP"), including explanations of the services and stages within the career pathway process to ensure client understanding. IEPs shall identify the employment goals, appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goals. CONTRACTOR shall keep IEP records current in CalJOBS.
 - iv. Collecting all required documentation of adult program or dislocated worker program eligibility and required documentation of client agreement with grievance policy and Equal Opportunity Act policy requirements. Above documentation will be uploaded to CalJOBS.
- b. CONTRACTOR shall: 1) make the following additional services available to individuals who are primarily seeking staff assisted services and 2) provide the services if indicated by client's IEP:
- i. Individual job development when accomplished through the use of services beyond self-service and informational activities. CONTRACTOR shall promote Labor Market Information ("LMI") and employment opportunities for the Priority Industry Sectors listed in Section 1 Subsection I of this REVISED Exhibit A.
 - a) CONTRACTOR staff shall include Job Developers as part of the service delivery process. CONTRACTOR shall provide sufficient staffing that serves the function of job development and may utilize other support such as Case Managers as necessary to support the job development function. Job Developers shall meet with Case Managers on an ongoing basis to review client qualifications and conduct personalized matching of clients' qualifications to employers' job openings.
 - b) Job Developers shall also work directly with clients on an as-needed basis to identify suitable job leads. CONTRACTOR shall develop and maintain an extensive database of businesses which they will maintain contact with on an ongoing basis to identify job openings, and to refer clients to job fairs and

employer presentations. CONTRACTOR shall refer adult and dislocated workers to WDB Specialized Recruitments and Public Recruitments/Job Fairs to maximize clients' exposure to available job openings.

- c) Job Developers shall source both employers and job seekers to facilitate placement in employment in Priority Industry Sectors. Job Developers shall assist job seekers to better understand WDB Priority Industry Sectors and the market in relation to their skills, experience, and education/training, and provide professional coaching with respect to networking, job searches and offer negotiations, as needed. CONTRACTOR staff shall also conduct post-placement tracking to collect wage and retention data as part of DOL common measures.
 - d) Job Developers will also be responsible for ensuring other client-serving staff, including Case Managers and training specialists, are informed about the WDB's Priority Industry Sectors.
 - e) Job Developers will serve as a key link to employers and will be well informed about workforce trends and needs, with particular attention to Priority Industry Sectors. Individual Job Developers must be able to function as a knowledge specialist for specific Priority Industry Sectors, and CONTRACTOR shall ensure that there is sufficient expertise to span at least the Priority Industry Sectors that represent the greatest employment opportunities for job seekers.
- ii. Screened referrals, when accomplished through the use of services beyond self-service and informational activities. Case Managers shall make referrals to local agencies that provide a wide array of counseling services deemed appropriate for those clients requiring counseling outside the realm of career counseling. Case Managers shall instruct clients on proper follow-up procedures.
 - iii. Comprehensive and specialized assessments of the skill levels and service needs including diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. Uploading documentation of assessment including client's score and initial skill level measurement as defined by the WDB.
 - iv. Literacy activities related to basic workforce readiness.
 - v. Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment.

- vi. Group and/or individual counseling and career planning.
- vii. Referral to pre-vocational workshops offered by third-party providers and coordination with providers.

CITY will provide third-party workshop providers' single-point-of-contact information to CONTRACTOR. CONTRACTOR will ensure that third party workshop providers are informed via the designated contact person at least twenty-four (24) hours in advance of the workshop if fewer than fifteen (15) participants for the San José AJCC and seven (7) for the Gilroy AJCC have registered for a computer workshop or if fewer than seven (7) participants have registered for a non-computer workshop. the workshop and the nature of the workshop.

- viii. Case management and referral to training providers for participants seeking training services and coordination with providers.
- ix. Internships and apprenticeships. Internships and apprenticeships sites must be preapproved in writing by WDB Director.
- x. Work experience, defined as a planned, structured learning experience that takes place in a workplace for a limited period of time, which may be paid or unpaid. A work experience workplace may be in the private-for-profit, non-profit, or public sector organization. Work experience workplaces must be in a Priority Industry Sector or in-demand occupations. Work Experience is a career service.

Prior to entering into Work Experience Agreements, CONTRACTOR will perform adequate due diligence of potential Work Experience employers and determine whether Work Experience employers meet eligibility criteria in compliance with WIOA laws and regulations. CONTRACTOR will submit potential Work Experience employer names and job title(s) via email to CITY's DIRECTOR or designee prior to execution of Work Experience Agreement with employer. CITY's DIRECTOR or designee will indicate if Work Experience employer is approved via return email. CONTRACTOR will collect performance information from Work Experience employers and determine whether Work Experience employers meet State-required performance criteria, and provide this information to WDB upon request by CITY's DIRECTOR.

CONTRACTOR will provide CITY's WDB ETPL staff the following information via email a minimum of two (2) weeks prior to the trainee's start date:

1. Employer Name
2. Employer FEIN

3. Training name (what job is the training for)
 4. Training Description (what will they learn)
 5. Total Wage per hour (must be one wage, not a range)
 6. # of training hours per week
 7. Total number of hours for the whole training
 8. Any requirement such as a health physical, age, math or reading level, etc.
 9. A copy of the email from CITY's DIRECTOR or designee approving the Work Experience.
- xi. Job placement in WDB-targeted Priority Industry Sectors or in-demand occupation.
- xii. Oversight of supportive services requests in CalJOBS for participants receiving career services or in WIOA paid training and payment of emergency supportive services payments to participants receiving career services or in WIOA paid training who are unable to obtain supportive services through other programs offering similar services and when a delay in regular processing of a supportive service award will jeopardize or significantly alter the person's ability to participate in a WDB program. CONTRACTOR will follow CITY's supportive services policy, including approval and documentation requirements for supportive services payments to clients. CITY will provide written supportive services requirements to CONTRACTOR prior to July 1 of each Program year and at least thirty (30) days prior to implementation of any change in requirements. Supportive services requests for books and materials related to cohort and Eligible Training Provider List ("ETPL") training will be evaluated on a case-by-case basis and must be approved in writing by the Director or designee, as required books and materials for cohort and ETPL training are usually included in the cohort or ETPL training costs. Any supportive services payments paid directly by CONTRACTOR must be documented as received by the participant or returned to CITY within forty-five (45) days of CONTRACTOR's receiving the supportive service payment from WDB.
- xiii. Follow-up services, including:
- a) Counseling regarding the workplace, for participants in workforce development activities under Title I who are placed in unsubsidized employment for not less than twelve (12) months after the first day of employment as appropriate.
 - b) Follow up calls, texts, or emails at a minimum of once per quarter to exited clients. If one type of contact (call, text, or email) does not result in a conversation, the other types of contact shall be utilized.

- c) Follow up calls, texts, or emails at a minimum of once per month to clients who have completed training but have not obtained an industry-recognized credential, national or state certificate, or degree, including all industry appropriate competencies, licensing and/or certification requirements (“CREDENTIAL”). If one type of contact (call, text, or email) does not result in a conversation, the other types of contact shall be utilized.
 - d) Follow-up services prior to exit shall be documented by a case note describing the type of contact and the result of the contact.
 - e) Follow-up services after exit shall be documented by both data entry into CalJOBS and a case note describing the type of contact and the result of the contact.
- xiv. Financial literacy education.
 - xv. Referral to WIOA partners for additional services. WIOA requires AJCC partners to work cooperatively to achieve the policy objectives. CONTRACTOR will refer individuals to other AJCC partners whenever appropriate during provision of the individual’s services. CONTRACTOR will use referral process described in the CITY’s One-Stop Partners SharePoint portal.

F. Training Services

1. CONTRACTOR shall be responsible for the planning, development, case management, assessment, coordination of invoice and payment processes with CITY, budget monitoring and reporting, and SB 734 leveraged funding budget for Occupational Skills Training, cohort training, and workshops. CONTRACTOR shall follow CITY and WDB policies and procedures provided by CITY for each type of training Program. CONTRACTOR’s training team will coordinate with Case Managers, and other support staff as required to assess the client’s needs, interest, and eligibility for training opportunities.
2. Occupational Skills Training and cohort training must result in the awarding of an industry-recognized CREDENTIAL as described in Workforce Services Directive 19-03 (“CREDENTIAL”). CONTRACTOR’s training team staff shall emphasize to clients that training is not considered complete until the CREDENTIAL has been received. CONTRACTOR’s training team shall ensure that client is aware of all credential requirements, if any, in addition to completion of training program.
3. There is no sequence of service requirement for career and training services. Staff at the AJCCs may determine training is appropriate regardless of whether the individual has received basic or individualized career services first. After an interview, evaluation or assessment, and career planning, if an individual is found to meet certain criteria, training services may be provided.

4. All referrals for Occupational Skills training shall be submitted via CalJOBS and the e-signature process described in the CalJOBS Advanced Individual Fund Tracking (“AIFT”) User’s Manual available at <https://www.work2future.org/policies/> to CITY for approval one (1) week prior to the start of training, unless otherwise authorized by WDB management. Clients may not begin training until after all approvals have been recorded on the Individual Training Account (“ITA”).
5. Occupational Skills Training shall include the following: Eligible Training Provider List, cohort training program, On-the-Job Training Program and other training models implemented and determined by WDB.

i. Eligible Training Provider List (ETPL)

- a. The ETPL provides customer-focused employment training for Adults and Dislocated Workers. Training providers eligible to receive WIOA Title I-B funds through ITAs must be listed on the State of California ETPL and WDB local list. CONTRACTOR’s training team is responsible for client eligibility assessment, ITA vouchers and client placement for training. CONTRACTOR’s training team shall coordinate with the CITY’s WDB ETPL staff for information regarding available WDB Local Area vendors. Client eligibility determination and referrals to vocational classroom training shall be made by following established WDB procedures and using CalJOBS. Supportive services reimbursements for ETPL training books and tools will be evaluated on a case-by-case basis for approval.
- b. The State of California ETPL Policy and Procedures (Workforce Services Directive 15-07 or its successor document) requires ETPL programs to “result in the awarding of an industry-recognized credential, national or state certificate, or degree, including all industry appropriate competencies, licensing and/or certification requirements.” Contractor’s training team shall emphasize to clients that training is not considered complete until the credential has been received. Credentials must conform to the work2future Credential Policy and TEGL 10-15, which can be found at <https://www.work2future.org/policies/>.

ii. Cohort Training

- a. CITY and CONTRACTOR will work together with cohort training providers to develop cohort training programs based on employer engagement and correlation to Priority Industry Sectors. Participants enroll in CITY-approved training programs as groups of customers, instead of as isolated individuals, creating enhanced opportunities for networking and peer support. CONTRACTOR will provide outreach, development of client interest, client eligibility and screening. Client eligibility determination and referrals to cohort training shall be made by following established WDB procedures and using CalJOBS. Cohort training program costs include all required books and materials needed for the course. Supportive services reimbursements for other books and materials will be evaluated on a case-by-case basis for approval.

- b. CONTRACTOR will facilitate a pipeline of qualified talent consisting of clients who have completed cohort training, to fill the employment needs of local businesses and employers. Upon approval of a cohort training program, CONTRACTOR will develop potential job placements for clients in cohort training. CONTRACTOR will conduct outreach to area employers in the sector of the cohort training program, promoting the benefits of hiring clients who have completed cohort training. CONTRACTOR will match clients completing cohort training with jobs developed through employer outreach efforts. CONTRACTOR will follow-up with employers to ensure opportunities for clients completing cohort training have been optimized.
- c. CONTRACTOR will perform a site visit monitoring at a minimum of once per cohort training period to ensure that cohort training provider is in compliance with all Federal, State, and local laws, rules, regulations, and policies.

iii. On-the-Job Training (OJT)

- a. On-the-Job Training is an “earn as you learn” training program designed to help participants gain employment by upgrading their existing skills through practical application. OJT is provided by an employer who will instruct, guide and prepare an employee with the skills and knowledge essential to perform the job.
- b. CONTRACTOR will provide outreach to employers in the Priority Industry Sectors and clients, refer clients to OJT employers, develop employer and client training plan, enter into agreements with OJT employers (“OJT Agreements”), and monitor client progress. OJT Agreements must use a CITY approved agreement template. Client eligibility determination and referrals to OJT shall be made by following established WDB procedures and using CalJOBS.
- c. Prior to entering into OJT Agreements, CONTRACTOR will perform adequate due diligence of potential OJT employers and determine whether OJT employers meet eligibility criteria in compliance with WIOA laws and regulations. CONTRACTOR will submit potential OJT employer names and job title(s) via email to CITY’s DIRECTOR or designee prior to execution of OJT Agreement with employer. CITY’s DIRECTOR or designee will indicate if OJT employer is approved via return email. CONTRACTOR will collect performance information from OJT employers and determine whether OJT employers meet State-required performance criteria, and provide this information to WDB upon request by CITY’s DIRECTOR.
- d. CONTRACTOR will provide CITY’s WDB ETPL staff the following information via email a minimum of two (2) weeks prior to the trainee’s start date:
 - 1. Employer Name

2. Employer FEIN
 3. Training name (what job is the training for)
 4. Training Description (what will they learn)
 5. Total Wage per hour (must be one wage, not a range)
 6. # of training hours per week
 7. Total number of hours for the whole training
 8. Any requirement such as a health physical, age, math or reading level, etc.
 9. A copy of the email from CITY's DIRECTOR or designee approving the OJT
- e. CONTRACTOR will ensure that OJT Agreements are in compliance with all WIOA laws and regulations. CONTRACTOR will provide a list of executed OJT Agreements to CITY quarterly which will include the OJT employer name, name of authorized signatory, and date of execution. CITY shall have the right to audit executed OJT Agreements. CONTRACTOR will obtain CITY's DIRECTOR's approval of OJT Agreement templates and training plans prior to use.
- f. CONTRACTOR will perform a site visit monitoring at a minimum of once per OJT training period to ensure that OJT employer is in compliance with all Federal, State, and local laws, rules, regulations, and policies.
- g. CONTRACTOR shall pay OJT employers in accordance with the terms contained in each approved OJT training plan. No training plan shall exceed a maximum amount of \$6,000 per trainee unless specifically authorized by the CITY prior to the trainee's start date. Exceptions are solely determined by the CITY's DIRECTOR and the decision made shall be deemed final.
- h. CONTRACTOR will ensure that invoices received from OJT employers include time cards and any other documentation of OJT employee's work time spent in OJT training and work time not spent in OJT training. CONTRACTOR will include such documentation and a copy of the approved OJT Training Plan, with OJT invoices presented to CITY for reimbursement.

iv. Communication with Clients in Training

- a. Case Managers shall maintain a minimum of monthly contact with both clients and training providers to ensure that clients are making sufficient progress to complete all course work, earn a CREDENTIAL, and become employed following completion of their program. Case Managers shall make clients aware that by signing a training agreement, they are committing to testing for and attaining the corresponding CREDENTIAL. Case managers shall inform clients that if there is a fee for the CREDENTIAL test, CITY, on a case-by-case basis, and upon approval by CITY's Director, may pay the test provider directly for the cost for up to two (2) tests per client. If client does not pass the CREDENTIAL test on the second attempt, subsequent attempts must be paid for by client.

- b. Case Managers shall contact each client in training within twenty-four (24) hours of the first scheduled day of training to ascertain whether client attended training. If client did not attend the first scheduled day of training for an unavoidable reason Case Manager shall coordinate with client and training provider to reschedule client's training start date.
- c. Case Managers shall maintain close contact with clients during the first week of scheduled training to resolve any issues they may have (program not up to expectations, lack of support services, caliber of instructor and materials, etc.).
- d. Case Managers shall ensure that all client reporting and approval of training is conducted in accordance with the WDB Training Policy which can be found at <https://www.work2future.org/policies/>.

G. Completion of Services and Closure

1. Upon achievement of client's goals as stated on their Individual Employment Plan and case notes, CONTRACTOR staff shall meet with the client to conduct a Transition Interview, upon which CONTRACTOR shall enter completion of activities/services and complete the closure form for each client in CalJOBS.
2. All clients shall be made aware that they are required to continue to maintain contact with their case managers for one year after closure and must inform their case manager of any contact information changes. In addition, CONTRACTOR staff shall ensure that all client reporting is conducted in accordance with the WDB Training Policy.

H. Documentation of Service Delivery

1. Basic Career Services

CONTRACTOR shall keep applications documenting Basic Career Services in accordance with **SECOND REVISED Exhibit B**, Subsection D, "Records and Audits of Contractor". Applications may be maintained in either paper or electronic format, at CONTRACTOR's discretion.

2. Individualized Career Services

Individualized Career Services are documented primarily by entering the appropriate activity code in CalJOBS. CONTRACTOR shall enter Program activities, case notes, file documentation, goals, and fiscal tracking of training expenditures into CalJOBS within fourteen (14) calendar days of the activity occurring. CONTRACTOR shall use the correct State-designated activity codes for each Program activity, ensuring that similar activities for different programs are entered correctly. CONTRACTOR shall submit a monthly report of activities and activity codes entered into CalJOBS to MIS Unit by the fifteenth (15th) working day of the following month. CONTRACTOR will ensure that CONTRACTOR's staff

has used the correct activity codes by monitoring activity code data entry on a regular basis. CONTRACTOR shall not submit more than five (5) requests to MIS staff during the term of this AGREEMENT for State changes to activity codes entered incorrectly.

CONTRACTOR will document Individualized Career Services as follows:

- a. Intake, initial assessment, development of IEP (Subsection E (2)(a) Items i-iii above) will be documented by entering correct activity code(s) into CalJOBS and an initial case note entered no later than three business days after service has been provided. One case note may be used to document items i-iii if they occurred on the same date.
- b. Collection of eligibility and policy agreement documentation (Subsection E (2)(a) Item iv above) will be documented by uploading documentation to CalJOBS.
- c. Job development and referrals (Subsection E (2)(b) Items i-ii above) will be documented by entering correct activity code(s) into CalJOBS and a case note entered no later than three business days after service has been provided briefly stating service provided.
- d. Provision of comprehensive and specialized assessments (Subsection E (2)(b) Item iii above) will be documented by entering correct activity code(s) into CalJOBS and uploading documentation of assessment including client's score and initial skill level measurement into CalJOBS.
- e. Literacy activities, short-term pre-vocational services, group and/or individual counseling and career planning (Subsection E (2)(b) Items iv-vi above) will be documented by entering correct activity code(s) into CalJOBS and a case note entered no later than three business days after service has been provided briefly stating service provided.
- f. Referral to pre-vocational workshops offered by third-party providers (Subsection E (2)(b) Item vii above) will be documented by entering correct activity code(s) into CalJOBS including provider name and a case note entered no later than three business days after service has been provided briefly stating, workshop name.
- g. Referral to training providers (Subsection E (2)(b) Item viii above) will be documented by entering correct activity code(s) into CalJOBS, including provider name, and a case note entered no later than three business days after service has been provided stating training program name and provider name, and brief description of relationship of training to client's goals as documented in the IEP.
- h. Internships, apprenticeships, and work experience (Subsection E (2)(b) Items ix-x above) will be documented by entering correct activity code(s) into CalJOBS including provider and a case note entered no later than three business days after service has been provided stating internship,

apprenticeship, or work experience site, paid or unpaid status, and relationship of internship, apprenticeship, or work experience to client's goals as documented in the IEP.

- i. Job placement in WDB-targeted sectors (Subsection E (2)(b) Item xi above) will be documented by entering correct activity code(s) into CalJOBS and a case note entered no later than three business days after client has provided pay stub stating Priority Industry Sector, employer, job title, and base wage.
- j. Supportive services (Subsection E (2)(b) Item xii above) will be documented by:
 - i. Supportive Services are primarily documented within the approval process in CalJOBS. Case manager will enter a comment in the Supportive Service Activity describing the type of supportive service provided and the justification for the supportive service, and
 - ii. Case manager will upload receipts and any other documentation into client's virtual case file in CalJOBS and
 - iii. Case manager will enter a case note in the client's notes list stating the date that participant received the Supportive Service and
 - iv. Case manager will enter a case note in the client's notes list stating the date that participant received the supportive service, either by documentation of certified mail, the client meeting the case manager in person to receive the supportive service, or any other means used to provide the supportive service to the client and
 - v. Case manager will upload any additional documentation of client receipt of supportive service into the client's virtual case file in CalJOBS.
- k. Follow-up services (Subsection E (2)(b). Item xiii above) will be documented by entering correct activity code(s) and follow-up information into CalJOBS, and a case note entered no later than three business days after service has been provided stating follow-up service provided and whether it was successful or not.
- l. Financial literacy education (Subsection E (2)(b) Item xiv above) will be documented by entering correct activity code(s) into CalJOBS and a case note entered no later than three business days after service has been provided stating service provided.
- m. Referral to WIOA partners for additional services Subsection E (2)(b) Item xv above will be documented by entering correct activity code(s) into CalJOBS and a case note entered no later than three business days after service has been provided stating activity code and partner to whom referral was made. Case manager will upload referral form into client's virtual case file in CalJOBS.

3. Documentation of Training Services

1. Eligible Training Provider List (ETPL)

ETPL training is primarily documented automatically within the ETPL approval process in CalJOBS. In addition to automatic documentation, ETPL documentation shall include a case note stating the client's choice of program, the school visit dates, and any waivers granted 1) for less than three school visits or 2) for exceeding maximum ITA amount. Waiver emails shall be uploaded into clients' virtual case file in CalJOBS.

For each client completing training and receiving CREDENTIAL, Case Managers are required to scan and upload into CalJOBS the CREDENTIAL within three (3) business days of receiving CREDENTIAL. If testing for the CREDENTIAL does not take place within forty-five (45) days of completing training, CONTRACTOR shall document testing date in client's case notes with monthly updates until testing takes place.

2. Cohort Training

Cohort training is primarily documented automatically within the cohort approval process in CalJOBS. In addition to automatic documentation, cohort documentation shall include a case note stating the client's choice of program and dates of training.

For each client completing cohort training and receiving CREDENTIAL, Case Managers are required to scan and upload into CalJOBS the CREDENTIAL within three (3) business days of receiving CREDENTIAL. If testing for the CREDENTIAL does not take place within forty-five (45) days of completing training, CONTRACTOR shall document testing date in client's case notes with monthly updates until testing takes place.

3. On-the-Job Training (OJT)

On-the-Job training is primarily documented automatically within the OJT approval process in CalJOBS. In addition to automatic documentation OJT training shall be documented by a case note stating the name of the OJT employer, the job title, and the dates of training. If client is retained in employment, Case Manager shall enter a second case note indicating date of permanent hire.

I. State Performance Outcome Requirements

ADULT	Performance Goals
Entered Employment Rate (2 nd quarter after exit)	62%
Entered Employment Rate (4 th quarter after exit)	61%
Median Earnings (2 nd quarter after exit)	\$6,250
Credential Attainment within 4 quarters after exit	55%
Measurable Skills Gain	45%

DISLOCATED WORKERS	
Entered Employment Rate (2 nd quarter after exit)	65%
Entered Employment Rate (4 th quarter after exit)	67%
Median Earnings (2 nd quarter after exit)	\$7,800
Credential Attainment within 4 quarters after exit	58%
Measurable Skills Gain	47%

If the WDB re-negotiates performance measures with the State, CONTRACTOR's CITY performance outcome requirements will be adjusted accordingly in writing to reflect those new measures and changes without the need for formal amendment notwithstanding any other provision contained in this AGREEMENT.

J. Measurable Skill Gain

Measurable skill gain is defined as documented academic, technical, occupational, or other forms of progress, towards a CREDENTIAL or employment. CONTRACTOR will document all measurable skill gains that clients with the following activity codes have achieved: 225, 300, 301, 302, 304, 305, 306, 320, 322, 323, 324, 328, 330, and 346.

CONTRACTOR will provide a monthly report of Measurable Skill Gain achievement in a format approved by CITY's DIRECTOR.

K. work2future Board Approved Program Performance Outcomes

- CONTRACTOR shall meet the goal of placing a minimum of 50% of enrolled clients in occupations in career pathways in Priority Industry Sectors or in-demand occupations.
- CONTRACTOR shall meet the goal of placing no more than 25% of enrolled clients in occupations in other sectors.
- The total of the number of clients placed in career pathways in Priority Industry Sectors or in-demand occupations plus the number of clients placed in other sectors must equal an amount no less than 75% of the total number of closed clients.

agreement. All materials shall acknowledge work2future and its role as the source of funding.

P. Performance Operating Plans

October 1, 2020 – June 30, 2021

Adult Worker Performance Operating Plan SJC											
Performance Operating Plan (POP) Goals											
NORTH		Goal	10/31/2020	11/30/2020	12/31/2020	1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021
			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Enrollments	Adult New	372	0	10	25	62	117	205	288	345	372
	Carry-Overs	127									
Placement into Sector Employment	Adult	50.0%	0	0	0	10	40	100	150	150	150
Placement into Non-Sector Employment	Adult	25.0%	0	0	0	10	25	40	60	75	75
Adult Employed 2nd Q After Exit (New and CO)		62.0%									
Adult Employed 4th Q After Exit (New and CO)		61.0%									
Adult Midpoint of Wages 2 nd Q After Exit (New and CO)		\$6,250									
Adult Credential Attainment within 4 quarters after exit		55.0%									
Adult Measureable Skill Gain	Adult	45%	0	0	0	1	3	8	18	25	29
Notes	Assumes 217 people exit the program and 30% of them will attend a measuarable skills program.										
Dislocated Worker Performance Operating Plan SJC											
Performance Operating Plan (POP) Goals											
NORTH		Goal	10/31/2020	11/30/2020	12/31/2020	1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021
			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Enrollments	DW New	228	0	9	18	22	59	118	173	211	228
	DW Carry-Overs	129									
Placement into Sector Employment	DW	50.0%	0	0	0	10	40	100	150	150	150
Placement into Non Sector Employment	DW	25.0%	0	0	0	10	25	40	60	75	75
DW Employed 2nd Q After Exit (New and CO)		65%									
DW Employed 4th Q After Exit (New and CO)		67%									
DW Midpoint of Wages 2 nd Q After Exit (New and CO)		\$7,800									
DW Credential Attainment within 4 quarters after exit		58%									
DW Measureable Skill Gain	DW	47%	0	0	0	1	3	8	18	25	31
	Assumes 218 enrollments exit the program and of those 218 30% of them enroll in a measuables skills gain program										

Adult Worker Performance Operating Plan											
Performance Operating Plan (POP) Goals											
SOUTH		Goal	10/31/2019	11/30/2019	12/31/2019	1/31/2020	2/28/2020	3/31/2020	4/30/2020	5/31/2020	6/30/2020
			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Enrollments	Adult New	90	0	0	1	2	8	28	50	75	90
	Carry-Overs	37									
Placement into Sector Employment	Adult	50.0%	0	0	0	2	4	12	16	20	45
Placement into Non Sector Employment	Adult	25.0%	0	0	0	1	2	8	11	12	22
Adult Employed 2nd Q After Exit (New and CO)		62.0%									
Adult Employed 4th Q After Exit (New and CO)		61.0%									
Adult Midpoint of Wages 2 nd Q After Exit (New and CO)		\$6,250									
Adult Credential Attainment within 4 quarters after exit		55.0%									
Adult Measureable Skill Gain	Adult	45%	0	0	0	0	1	3	4	6	8
Notes	Assumes 83 enrollments will exit the program and of the exiters 25 will a measurable skills gain track										

Dislocated Worker Performance Operating Plan											
Performance Operating Plan (POP) Goals											
SOUTH		Goal	10/31/2019	11/30/2019	12/31/2019	1/31/2020	2/28/2020	3/31/2020	4/30/2020	5/31/2020	6/30/2020
			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Enrollments	DW New	60	0	0	0	0	2	15	35	45	60
	Carry-Overs	32									
Placement into Sector Employment	DW	50.0%	0	0	0	2	4	12	16	20	30
Placement into Non Sector Employment	DW	25.0%	0	0	0	1	2	8	11	12	15
DW Employed 2nd Q After Exit (New and CO)		65.0%									
DW Employed 4th Q After Exit (New and CO)		67.0%									
DW Midpoint of Wages 2 nd Q After Exit (New and CO)		\$7,800									
Credential Attainment within 4 quarters after exit		58.0%									
ADULT Measureable Skill Gain	DW	47.0%	0	0	0	0	0	2	6	7	8
Notes	Assumes 29 people will exit the program and 30% of exiters will enter a measuable skills program										

**July 1, 2021 – June 30, 2022
San José Area and South County Area Combined**

Adult: Performance Operating Plan (POP) and Outcomes														
		Goal	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021	1/31/2022	2/28/2022	3/31/2022	4/30/2022	5/31/2022	6/30/2022
Enrollments	Adult New	450	40	80	120	170	220	280	340	400	450	450	450	450
	Carry-Overs	179												629
Placement into Priority Sector Employment	75% of Total Placements	254												
Total Placements	53.8% of carry-over and new enrollees	338												
Entered Employed 2nd QTR		62.0%												
Entered Employed 4th QTR		61.0%												
Median Earnings		\$6,250												
Attainment of a Credential		55.0%												
Measureable Skill Gain		74%												

Dislocated Worker: Performance Operating Plan (POP) and Outcomes														
		Goal	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021	1/31/2022	2/28/2022	3/31/2022	4/30/2022	5/31/2022	6/30/2022
Enrollments	DW / NDWG	250	30	70	110	150	190	230	250	250	250	250	250	250
	Carry Overs	63												313
Placement into Priority Sector Employment	75% of Total Placements	126												
Total Placements	53.80% of carry-over and new enrollees	168												
Entered Employed 2nd QTR		65%												
Entered Employed 4th QTR		67%												
Median Earnings		\$7,800												
Attainment of a Credential		58%												
Measureable Skill Gain		74%												

Q. National Dislocated Worker Grant (“NDWG”) Services

1. CONTRACTOR will co-enroll WIOA dislocated worker participants who have been impacted by the COVID-19 pandemic into the NDWG program.
2. CONTRACTOR will provide Basic Career Services as defined in Section 2(E)(1) above to 200 Dislocated Worker participants enrolled in the (“NDWG”) program (“NWDG Participants”) in PY 2020-2021 and 200 Dislocated Worker participants enrolled in the (“NDWG”) program (“NWDG Participants”) in PY 2021-2022. CONTRACTOR will document Basic Career Services as described in Section 2(H)(1) above.

For PY 2020-2021:

3. Of the 200 NWDG Participants, CONTRACTOR will provide 175 with Individualized Career Services as defined in Section 2 (E)(2) above. CONTRACTOR will document Individualized Career Services as described in Section 12(H)(2) above.
4. Of the 175 participants receiving Individualized Career Services, up to 50 will receive occupational skills training provided through a WIOA ETPL provider as described in Section 2(F)(5) above. Contractor will document Training as described in Section 3 above.
5. Of the 175 participants receiving Individualized Career Services, up to 30 will receive work experience as described in Section 2(B)(x) above. Contractor will document work experience as described in Section 2(H)(h) above.

For PY 2021-2022:

6. Of the 200 NWDG Participants, CONTRACTOR will provide 175 with Individualized Career Services as defined in Section 2 (E)(2) above. CONTRACTOR will document Individualized Career Services as described in Section 12(H)(2) above.
7. Of the 175 participants receiving Individualized Career Services, up to 50 will receive occupational skills training provided through a WIOA ETPL provider as described in Section 2(F)(5) above. Contractor will document Training as described in Section 3 above.
8. Of the 175 participants receiving Individualized Career Services, up to 30 will receive work experience as described in Section 2(B)(x) above. Contractor will document work experience as described in Section 2(H)(h) above.
 - a. CONTRACTOR will provide supportive services to NWDG participants using only funds from the NWDG (COVID) Supportive Services line item in the Budget in REVISED EXHIBIT C, through December 30, 2020.
 - b. After December 30, 2020 ONTRACTOR will provide supportive services to NWDG participants using the WIOA Supportive Services funds line item in the Budget in SECOND REVISED EXHIBIT C.

9. NWDG Performance Operating Plan

National Dislocated Worker Grant (NDWG)												
Performance Operating Plan (POP) Goals												
NDWG		Goal	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
		Enrollents	New	200	0	0	10	20	50	80	120	150
	Actual											
Career Services	New	175	0	0	10	15	50	78	105	130	155	175
	Actual											
Training (ITA Only)	New	85	0	0	1	2	17	27	42	57	72	85
	Actual											
WEX/OJT	New	30	0	0	1	3	8	11	16	22	26	30
	Actual											
NOTE: Goals for ITA and WEX may be interchanged with CITY approval												

SECTION 3. YOUTH PROGRAM SERVICES

A. Number of Participants to be Served:

Youth Program Services:

PY 2020-2021
San José Area 120 participants

CONTRACTOR shall provide the services described in this REVISED EXHIBIT A to 120 new WIOA-eligible youth participants enrolled in PY 2020-2021, and all youth participants carried over from PY 2019-2020 and the first quarter of PY 2020-2021.

PY 2021-2022
San José Area 160 participants

CONTRACTOR shall serve all youth clients carried over from Program Year 2020-2021.

If there are County-ordered restrictions on opening to the public, services will be provided remotely. CITY and CONTRACTOR will mutually agree upon remote service delivery provision. Current information on remote services can be found at www.work2future.org.

B. Eligible Program Participants

All youth enrolled in the WIOA Program shall meet the minimum eligibility criteria set forth in WIOA Section 129(a)(1).

CONTRACTOR shall participate in serving specific populations such as homeless individuals and specific industry sectors such as Manufacturing and High-Tech through special initiatives. Specific services to be provided will depend on the requirements of the special initiative. Key expectations

are flexibility and the ability to quickly ramp up a program when a special initiative is approved by the WDB.

C. Description of CONTRACTOR's Services

CONTRACTOR will make available to WIOA-eligible youth between the ages of 18-24 services in the areas of: outreach, recruitment, eligibility, intake, assessment, development of Individual Service Strategy ("ISS"), job sourcing, referrals, basic skills remediation, work readiness training, referrals to Career Technical Training ("CTT"), pre-vocational workshops, work experiences, and job placement and job retention services to youth enrolled in Program Year 2020-2021.

CONTRACTOR will provide job placement and retention services to youth enrolled in the WIOA program during the 2019-2020 Program Year that are carried over to Program Year 2019-2020.

Specific WIOA services are detailed in Section 3 (E) below.

D. Performance Operating Plan ("POP")

CONTRACTOR's Youth WIOA Performance Operating Plan is included as Section 3 K of this **REVISED EXHIBIT A**. The Performance Operating Plan establishes the quantifiable goals of the WIOA Program in each service delivery area and shall be used by CITY in assessing Program performance.

If actual performance does not meet the goals documented in the Performance Operating Plan CITY may, at its sole option, revise the Performance Operating Plan. If revision of the Performance Operating Plan results in fewer total participants to be served, CITY may, at its discretion, reduce the budget amount or suspend payment to CONTRACTOR.

CITY may, at its sole option, pursue a course correction process with CONTRACTOR to address issues with CONTRACTOR's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to CONTRACTOR or to terminate this AGREEMENT.

E. WIOA Service Delivery System

CONTRACTOR will provide services consistent with the following service delivery system to the number of participants designated above in Section 3 (A) of this **REVISED EXHIBIT A**.

1. Outreach, Recruitment, Eligibility, and Orientation

- a. CONTRACTOR will coordinate all outreach activities through CITY's WDB staff. CONTRACTOR's outreach will target youth within the service delivery area that meet the eligibility requirements for WIOA Out-of-School Youth in WIOA Section 129(a)(1)(B).
- b. CONTRACTOR will also coordinate with each WDB AJCC Site Manager to provide orientations describing CONTRACTOR's services to youth as requested by WDB.

- c. CONTRACTOR will perform sufficient outreach to enroll the number of eligible youth participants indicated in Section 3(a) above before April 30, of each Program Year. This enrollment timeline allows for sufficient time to deliver the full range of services to youth during the contract period. CONTRACTOR will conduct client outreach in appropriate amounts and settings to ensure that youth enrolled are interested in a career path leading to employment in the Priority Industry Sectors or in-demand occupations and are likely to succeed in the WIOA youth program.

2. Enrollment Readiness and Assessments

- a. CONTRACTOR will certify that all youth recruited for the Program will meet eligibility requirements as defined in WIOA Section 129(a)(1) pertaining to WIOA Youth Program participants ages 18-24. CONTRACTOR will collect all documentation of youth eligibility in a format approved by CITY and upload documentation into CITY's CalJOBS system.
- b. To determine grade-equivalent skill levels in language and mathematics, CONTRACTOR will assess all youth enrolled in the program, using the Comprehensive Adult Student Assessment System ("CASAS"), Tests of Basic Adult Education ("TABE") or other tool(s) as identified and provided by CITY. Program Manager written approval is required if CONTRACTOR wishes to waive the appraisal test for any reason or if CONTRACTOR wishes to use any other DOL-approved assessment tool.
- c. Initial testing will consist of a CASAS or TABE appraisal test, or other tool(s) as identified and provided by CITY. Any subsequent test must use the same testing platform as the initial test. Tests will only be administered via the computer-generated version of CASAS, TABE, or other tool(s) as identified and provided by CITY. Test form is to be signed by proctor, case manager, and youth participant. The youth participant's Adult Basic Education ("ABE") level is to be clearly identified on the form. Hand-written score sheets will not be accepted unless authorized by Program Manager as indicated by Program Manager signature on hand-written score sheet.
- d. CONTRACTOR may also utilize other tool(s) as identified and provided by CITY for those youth whose Individual Service Strategy indicates that they would benefit from an assessment of employment skills (occupational skills, prior work experience, employability, interests, and aptitudes). CONTRACTOR will record the results of all assessments in the CITY's CalJOBS system.
- e. CONTRACTOR will ensure all assessment testing is proctored. CONTRACTOR will provide all assessment instruments used. CONTRACTOR will administer the assessment tests and, within five (5) business days of test date, upload score sheets into the CITY's CalJOBS system. CONTRACTOR will record all assessment scores into CITY's CalJOBS system. All assessments will be discussed with the youth by CONTRACTOR staff qualified to interpret assessment results within one (1) week of assessment date. Discussion will include the assessment

scores and the impact of assessment results on the youth's Individual Service Strategy. CONTRACTOR will document discussion of assessment in case notes in CITY's CalJOBS system.

- f. Documentation of all assessment testing including scores, ABE level, and signatures will be uploaded into the CITY's CalJOBS system.

3. Enrollment and Service Delivery

Following initial assessment, CONTRACTOR will provide staff assistance to individuals in completing and signing an initial application for services and direct youth in next steps for enrollment. CONTRACTOR will, if appropriate, enroll youth and provide services to youth clients at an AJCC or other WDB designated location. CONTRACTOR will enter all enrolled clients' data into CITY's CalJOBS system within three (3) business days of enrollment. Any client whose data is not uploaded into CITY's CalJOBS system will not be considered as enrolled which may result in disallowed costs.

CONTRACTOR will provide staffing to meet the needs of this AGREEMENT at the San José AJCC or another location as designated by CITY. Case managers shall be available to clients Monday through Friday, except mutually agreed upon holidays, to assist them with their goals. Youth and CONTRACTOR case managers will work together to determine the appropriate services.

4. Develop the Individual Service Strategy (ISS)

CONTRACTOR will assign each youth a case manager who will work with the youth to develop an ISS that:

- Addresses needs identified in the assessments;
- Sets clear, measurable, achievable goals based upon the educational and job/career attainment goals of the youth.
- Specifies services that will be provided to the youth;
- Describes a plan for intervention services that is mutually supported and agreed upon in writing, bearing the signature of both the youth and the case manager; and
- Specifies obligations of the youth in terms of program participation, behavior, etc.

Case managers will enter youth participant ISS into CITY's CalJOBS system.

CONTRACTOR will ensure that 100% of Program participants' enrollments are entered into the CITY's CalJOBS system within three (3) business days of enrollment, showing, at minimum, the results of all assessments, and all goals and activities planned and agreed upon at the time of intake.

5. Referrals to WIOA Partners for Additional Services

WIOA requires AJCC partners to work cooperatively to achieve the policy objectives. CONTRACTOR will refer individuals to other AJCC Partners whenever

appropriate during provision of the individual's services. CONTRACTOR will use referral process described in the CITY's One-Stop Partners Sharepoint site: <https://sanjoseca.sharepoint.com/sites/Work2Future>.

6. Skills Attainment

CONTRACTOR will conduct a CASAS, TABE test, or other tool(s) as identified and provided by CITY, to determine the youth's basic skills level. If test indicates basic skills deficiency, CONTRACTOR will conduct a second test of the same type after tutoring or other skills attainment services have been provided. CONTRACTOR will record the results into CITY's CalJOBS system as described in Section 3 (D) (2) (f) above.

7. Work Readiness Training

CONTRACTOR will provide short- term work-readiness workshops offered by CONTRACTOR's staff or third-party CITY-contracted Youth Workshops providers. CONTRACTOR will coordinate with CITY-contracted Youth Workshops providers to provide a client's training if deemed appropriate for the client by client and case manager. CONTRACTOR will enter appropriate activity code and document referrals to work readiness training in case notes in CITY's CalJOBS system within three (3) business days of training.

8. Referrals to Career Technical Training

CONTRACTOR will provide referral to long-term Career Technical Training (CTT) for youth clients if deemed appropriate for the client by client and case manager. CONTRACTOR will coordinate with CITY-contracted WDB Youth CTT providers. Clients may not begin training until after all approvals have been recorded on the Youth Training Agreement ("YTA") and uploaded to CITY's CalJOBS system. CONTRACTOR will enter appropriate activity code and document referrals to CTT in case notes in CITY's CalJOBS system within three (3) business days of training.

9. Job Sourcing and Placement

Contractor will provide placement services through June 30, of each PY.

CONTRACTOR will utilize employer linkages and partnerships to identify internship and work experience opportunities ('WEX') in the following WDB Priority Industry Sectors or in-demand occupations. Youth must be placed in WEX experiences in the following percentages.

a.	Manufacturing	At least	20%
b.	Finance, ICT, Construction or Healthcare	At least	40%
c.	In-Demand Occupations	At least	15%
d.	Other	Not to exceed	25%

CONTRACTOR will provide outreach to employers in the Priority Industry Sectors and in-demand occupations. CONTRACTOR will enter into Work Experience ("WEX") Agreements with employers that will provide WEX. WEX Agreement

template must be approved by CITY prior to use. Prior to entering into WEX Agreements, CONTRACTOR will perform adequate due diligence of potential WEX employers and determine whether WEX employers meet eligibility criteria in compliance with WIOA laws and regulations. Due diligence will include, but is not limited to, verification of Priority Industry Sector or in-demand occupation status. CONTRACTOR will submit potential WEX employer names via email to CITY's DIRECTOR or designee. CITY's DIRECTOR or designee will respond within one (1) week indicating whether the WEX employer is in a Priority Industry Sector.

Prior to placement in a WEX occupation with an employer that is not in a Priority Industry Sector, CONTRACTOR will submit potential WEX occupations via email to CITY's DIRECTOR or designee. CITY's DIRECTOR or designee will respond within one (1) week indicating whether occupation is an in-demand occupation. CITY's DIRECTOR or designee verification of an employer or occupation does not indicate approval of any individual client placement into a WEX with employer without the client, employer, and occupation meeting all other requirements and compliance with applicable laws, regulations, contract provisions, and policies.

CONTRACTOR will provide outreach to clients, refer clients to WEX employers, develop employer and client training plan, enter into agreements with WEX employers ("WEX Agreements"), and monitor client progress. Client eligibility determination and referrals to WEX shall be made by following established WDB procedures and using the CalJOBS system.

- a. Prior to entering into Work Experience Agreements, CONTRACTOR will perform adequate due diligence of potential Work Experience employers and determine whether Work Experience employers meet eligibility criteria in compliance with WIOA laws and regulations. CONTRACTOR will submit potential Work Experience employer names and job title(s) via email to CITY's DIRECTOR or designee prior to execution of Work Experience Agreement with employer. CITY's DIRECTOR or designee will indicate if Work Experience employer is approved via return email. CONTRACTOR will collect performance information from Work Experience employers and determine whether Work Experience employers meet State-required performance criteria, and provide this information to WDB upon request by CITY's DIRECTOR.
- b. CONTRACTOR will provide CITY's WDB ETPL staff the following information via email a minimum of two (2) weeks prior to the trainee's start date:
 1. Employer Name
 2. Employer FEIN
 3. Training name (what job is the training for)
 4. Training Description (what will they learn)
 5. Total Wage per hour (must be one wage, not a range)
 6. # of training hours per week
 7. Total number of hours for the whole training
 8. Any requirement such as a health physical, age, math or reading level, etc.

9. A copy of the email from CITY's DIRECTOR or designee approving the Work Experience.

CONTRACTOR will provide placement services for all youth enrolled during Program Year 2021-2022 and all youth enrolled during Program Year 2020-2021 that are carried over to Program Year 2021-2022. CONTRACTOR will document client job search and placement activities in CITY's CalJOBS system.

CONTRACTOR will provide proof of placement by submitting either (1) a copy of client's paycheck stub or (2) an Employment/Information Verification Sheet completed and signed by employer. CONTRACTOR will enter proof of placement documentation into CITY's CalJOBS system.

CONTRACTOR will perform a site visit monitoring at a minimum of once per WEX training period to ensure that WEX provider is in compliance with all Federal, State, and local laws, rules, regulations, and policies.

10. Exit and Closure

CITY's CalJOBS system automatically documents exit. CONTRACTOR will conduct a closure interview with each client when all services have been completed. CONTRACTOR will ensure that client is aware of available follow-up services and that all of client's data is entered in CITY's CalJOBS system. All clients shall be made aware that they are required to continue to maintain contact with their case managers for one year after closure and must inform their case manager of any contact information changes.

11. Documented Follow Up Services

Follow-up is divided into two (2) stages: Follow-up Contact and Follow-up Services. CONTRACTOR will provide Follow-up Contact to all youth clients. Follow-up Contact is described as follows: A face-to-face meeting, a telephone call or an e-mail message or text message from the case manager that has been reciprocated by the client. CONTRACTOR shall contact each client who has exited from the Program 30 days following program exit, 60 days following program exit, 90 days after program exit and at subsequent 90-day intervals for the twelve months following program exit. These intervals are a minimum requirement. CONTRACTOR will initiate additional contact as needed to ensure client's success and document performance outcomes.

To comply with WIOA Section 116(b)(2)(A)(ii)(I) and Section 116(b)(2)(A)(ii)(II), CONTRACTOR shall collect data during follow up for the following WIOA youth performance measures: 1) Participants who are in education or training activities, or in unsubsidized employment during the second quarter after exit from the program, and 2) Participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after exit from the Program. CONTRACTOR shall maintain sufficient contact with youth participants to collect this data. All follow-up information obtained shall be documented in CITY's CalJOBS system.

If the case manager is not able to make contact during a given follow up period, the case manager will document attempts to contact client in client's case notes and in CalJOBS. CONTRACTOR will make a minimum of three (3) attempts at contacting the client per follow-up period.

CONTRACTOR will provide follow-up services to all exited youth clients. Case manager will identify issues requiring additional assistance to youth during Exit Interview, and may identify issues requiring additional assistance during follow-up contact. Based upon these issues, follow-up services may include:

- Referral to Community Resources
- Referral to Medical Services
- Tracking Progress on the Job
- Work Related Peer Support Group
- Assistance securing better paying job
- Career development and further education planning
- Assistance with Job/Work Related Problems
- Adult Mentoring
- Tutoring
- Leadership Development
- Other Follow-Up Service, as approved by CITY

CONTRACTOR will provide follow-up supportive services in accordance with the WDB Youth Supportive Service and Incentive Policy 17-18 or CITY-approved successor document. Follow-up supportive services may include but are not limited to:

- Transportation
- Purchase work related uniforms/attire
- Purchase work related tools
- Housing Assistance
- Utilities
- Dependent Care
- Medical
- Incentives/Bonus

12. Supportive Services and Emergency Supportive Services

CONTRACTOR will provide oversight and submission of supportive services payment requests and supportive services vouchers in the CalJOBS system. CONTRACTOR will ensure that the correct activity code for the type of supportive services is entered into the participant's record in the CalJOBS system and electronic signature process for participants. Activity code and supporting case notes shall be entered into CalJOBS within three (3) business days of provision of supportive service.

CONTRACTOR will follow CITY's supportive services policy, including approval and documentation requirements for supportive services payments to clients. CITY will provide written supportive services requirements to CONTRACTOR prior to

July 1 of each program year and at least thirty (30) days prior to implementation of any change in requirements. Supportive Services requests for books and materials related to training will be evaluated on a case-by-case basis as all required books and materials for training are included in the training costs.

All CITY funded Supportive Services payments must be received by the participant or returned to CITY within forty-five (45) days of CONTRACTOR receiving the supportive service payment from WDB.

F. Department of Labor WIOA Performance Outcome

CONTRACTOR will follow and comply with DOL Training and Employment Guidance Letter (“TEGL”) No. 28-04 or its successor document in meeting and reporting achievement of performance outcomes. If the performance outcome measures reporting requirements are revised by the state or federal government during the term of the AGREEMENT, CITY will notify CONTRACTOR in writing reflecting those changes without the need for formal amendment notwithstanding any other provision contained in this AGREEMENT.

Performance Outcome	
Outcome	Definition
Youth Placement Rate Q2	Number of youth entered employment, in education or in occupational skills training during 2 nd quarter after exit DIVIDED BY Number of youth exited
Youth Placement Rate Q4	Number of youth entered employment, in education or in occupational skills training during 4 th quarter after exit DIVIDED BY Number of youth exited
Median Earnings	The midpoint of wages earned during the 2 nd quarter after exit for all exits with wages in the 2 nd quarter after exit
Credential Rate	(Number of exits that were in postsecondary education or training program and obtained a postsecondary credential during or within one year after exit PLUS exits that were in a secondary education program and obtained a secondary school diploma or equivalent during or within one year after exit AND were also employed or enrolled in education/training leading to credential within one year of exit) DIVIDED BY (Number of youth who exited, that were in a postsecondary education or training program, PLUS youth who exited and were in a secondary education program (at or above 9th grade level) without a high school diploma or equivalent).
Measurable Skill Gains	(Number of in-program participants in an education or training program that leads to a postsecondary credential or employment and are achieving skill gains in one of the following: 1. Educational Achievement 2. HS Diploma or equivalent 3. Secondary/post-secondary transcript/report card 4. Training milestone 5. Skills progression) DIVIDED BY (Number of in-program participants during the program year that are in education or training program that leads to a postsecondary credential or employment)

G. State Performance Outcome Requirements

YOUTH	Performance Goals
In Education, Training, or Entered Employment Rate (2 nd quarter after exit)	71%
In Education, Training, or Entered Employment Rate (4 th quarter after exit)	67.5%
Median Earnings	\$3,390
Credential Attainment within 4 quarters after exit	57.5%
Measurable Skills Gain	49.7%

If the WDB re-negotiates performance measures with the State, CONTRACTOR’s State performance outcome requirements will be adjusted accordingly in writing to reflect those new measures and changes without the need for formal amendment notwithstanding any other provision contained in this AGREEMENT.

H. Measurable Skill Gain

Measurable skill gain is defined as documented academic, technical, occupational, or other forms of progress, towards a CREDENTIAL or employment. CONTRACTOR will document all measurable skill gains that clients with the following activity codes: 415, 416, 418, 421, 424, 429, 430, and 432.

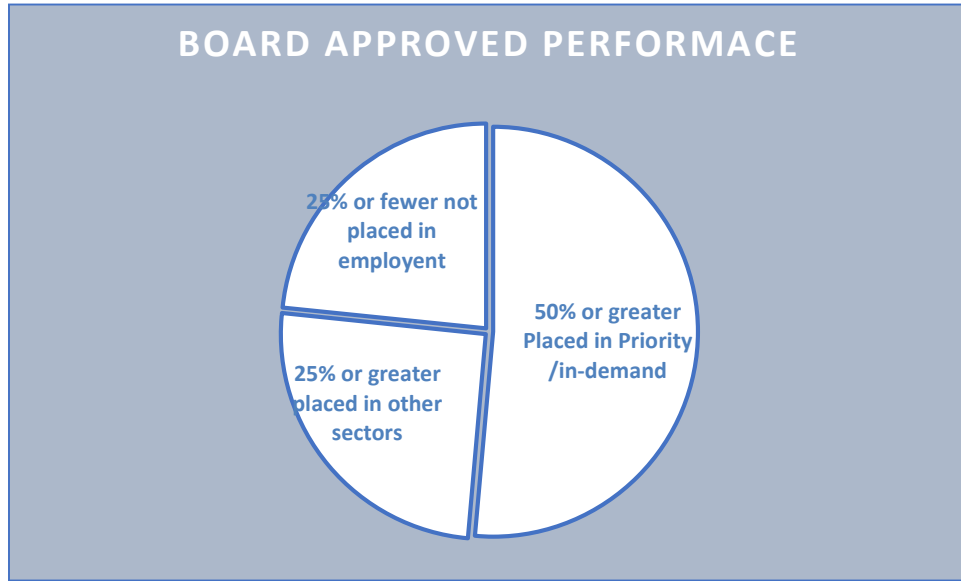
I. work2future Board Approved Program Performance Outcomes

CONTRACTOR shall meet the goal of placing a minimum of 50% of enrolled clients in active participation or at closure in occupations in career pathways in Priority Industry Sectors or in-demand occupations or in post-secondary education or training.

CONTRACTOR shall meet the goal of placing no more than 25% of enrolled clients in active participation or at closure in occupations in other sectors or in post-secondary education or training.

The total of the number of clients at closure placed in career pathways in Priority Industry Sectors or in-demand occupations, or in post-secondary education or training, plus the number of clients placed in other sectors must equal an amount no less than 75% of the total number of closed clients.

Example chart of Board-Approved Program Performance Outcomes



J. Performance Operating Plan

PY 2020-2021

Performance Operating Plan (POP Youth Goals) October 1, 2020 - June 30, 2021											
YOUTH	Goal	10/31/2020	11/30/2020	12/31/2020	1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021	
		Enrollments	New 120	0	2	12	25	50	80	120	120
	Carry- Overs 287										
Youth Work Experience Placements	50										
In Manufacturing	20%	0	0	0	2	4	6	7	9	10	
Finance, ICT, Construction or Healthcare	40%	0	0	0	4	6	10	15	18	20	
In-Demand Occupations	15%	0	0	0	1	3	4	5	6	7	
Other	25%	0	0	0	2	4	6	8	10	13	
Placement to Employment											
Placement into Sector Employment	50%	0	0	4	15	25	45	65	85	104	
Placement into Non-Sector Employment	25%	0	0	1	7	13	19	26	36	56	
Youth common measures											
Employed 2nd Q After Exit (New and CO)	71.0%										
Employed 4th Q After Exit (New and CO)	67.5%										
Credential Attainment within 4 quarters after exit	57.5%										
Midpoint of Wages 2 nd Q After Exit (New and CO)	\$3,390										
Measureable Skill Gain	49.7%	0	0	0	0	5	10	15	20	31	
Remarks	Base number for Youth exiting the program is 208 out of both new enrollments and Carry overs. Approximately 30% of exiters attain some sort of training 50 Youths in WEX based on total allotted budget divided by \$15.25 minimum wage and 300 hours per participant										

PY 2021-2022

Equus-Youth: Performance Operating Plan (POP) and Outcomes														
		Goal	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021	1/31/2022	2/28/2022	3/31/2022	4/30/2022	5/31/2022	6/30/2022
Enrollments	Youth	160	10	20	40	60	80	100	120	140	160	160	160	160
	Carry Overs	35												195
SB734-ETPL		19	2	5	8	11	13	15	17	18	19	19	19	19
WEX		81	7	14	21	28	35	56	63	70	81	81	81	81
Placement into Priority Sector Employment and In-Demand or Enrollment in Postsecondary in Training for Priority Sector Occupation	75% of carry-over and new enrollees	146												
Placement in Employment or Education 2nd QTR		71%												
Entered Employment 4th QTR		68%												
Median Earnings		\$3,390												
Attainment of a Degree or Credential		58%												
Measureable Skill Gain		75%												

K. Documentation of Service Delivery and Protection of Personally Identifiable Information (PII)

CONTRACTOR will document all interactions with enrolled youth by entering the correct activity code and in case notes in the CITY’s CalJOBS system within three (3) days of the activity. Case notes will include details of services delivered during interaction with youth.

Back-up to documentation shall be uploaded into the client’s documents repository in CalJOBS, with the exception of any documentation that includes Personally Identifiable Information (“PII”) including but not limited to documentation of a disability.

PII data must be stored in an area physically safe from access by unauthorized persons at all times. Accessing, processing and storing of ETA grant PII data on personally owned equipment at off-site locations is prohibited. Data may not be obtained or used for any purpose other than those required by the programs.

FY 2021-2022

	ADW - San Jose	AD - San Jose	DW - San Jose	YTH - San Jose	Admin	NDWG	Combined
Personnel Costs		64%	36%				
Budget Item	Budget Amount	Budget Amount	Budget Amount	Budget Amount	Budget Amount	Budget Amount	Budget Amount
Salaries	704,550	442,576	261,974	420,261	29,120	92,457	1,246,388
Fringe Benefits	159,228	100,022	59,206	94,979	6,581	20,895	281,683
Subtotal	863,778	542,598	321,180	515,240	35,701	113,352	1,528,071
Non-Personnel Costs							
Travel	9,300	5,952	3,348	5,680		2,500	17,480
General Liability Insurance	7,827	5,009	2,818	4,000			11,827
Telephone	10,187	6,520	3,667	4,500			14,687
Office Supplies	7,500	4,800	2,700	5,600		1,774	14,874
Audit - Admin					4,565		4,565
ADP Payroll Processing - Admin	4,000	2,560	1,440	5,600	3,288		12,888
Systems/Applications	2,323	1,487	836	3,000			5,323
Background Checks	1,290	826	464	550			1,840
Postage Fees/Business License	2,613	1,672	941	950			3,563
Other/Contracted IT Support	5,735	3,670	2,065	5,126			10,861
Subtotal	50,775	32,496	18,279	35,006	7,853	4,274	97,908
Indirect Costs							
Indirect Costs (9.77%)	89,352	56,187	33,165	53,759	4,255		147,366
Subtotal	89,352	56,187	33,165	53,759	4,255		147,366
TOTALS	1,003,905	631,281	372,624	604,005	47,809	117,626	1,773,345
Participant Costs							
Training/OJT	250,000	160,000	90,000				250,000
Supportive Services	75,000	48,000	27,000	80,000			155,000
Other (Work Experience)	359,628	287,702	71,926	484,515		96,759	940,902
Subtotal	684,628	495,702	188,926	564,515		96,759	1,345,902
Performance Based Outcomes							
Priority and In-Demand Sector Placement	133,000	88,900	44,100	82,500			215,500
General Placement	25,326	16,884	8,442	21,600			46,926
Measurable Skills Gain During Programming	20,815	13,394	7,421	7,950			28,765
Attainment of Credential	20,815	13,394	7,421	7,950			28,765
Enrollments Incentives	100,000	65,000	35,000	65,000			165,000
Subtotal	299,956	197,572	102,384	185,000			484,956
TOTALS	1,988,489	1,324,555	663,934	1,353,520	47,809	214,385	3,604,203

Budget Modification.

If CONTRACTOR requests, in writing, a change in the Budget Summary, the CITY's DIRECTOR or his or her designee, may authorize, in writing, adjustments of the dollar amount to cost categories or any line item, so long as the total amount of compensation under this AGREEMENT remains unchanged. A written request for a budget modification will not be required as long as CONTRACTOR is within a maximum of 10% of the line item. Budget modifications or transfer of funds affecting the performance benchmarks is prohibited.

SECOND REVISED EXHIBIT D
PAYMENTS TO CONTRACTOR AND REPORTING SCHEDULE

Payment shall be made as stated in the following schedule, subject to CONTRACTOR's satisfactory performance of this AGREEMENT as approved by CITY.

A. Maximum Amount of Compensation

CITY agrees to pay CONTRACTOR the COMPENSATION AMOUNT on the SECOND REVISED SUMMARY PAGE at the beginning of this AGREEMENT subject to the terms and conditions of this AGREEMENT. This AGREEMENT is a combination reimbursement and fee for services agreement. Compensation shall be apportioned as follows.

No Payments will be made for the period of September 1, 2020 through September 30, 2020 for expenses allocable to client services.

This AGREEMENT is a combination of reimbursable expenses and payments based on CONTRACTOR attaining performance outcomes. In PY 2021-2022 a portion of the total compensation will be held back until the final invoice for the PY as an enrollment incentive. Schedule of enrollment incentive amounts is detailed in Section D below.

B. Reimbursable Expenses

1. a. CONTRACTOR shall submit invoices for the provision of CONTRACTOR's SERVICES described in **REVISED EXHIBIT A**, for each calendar month no later than the fifteenth (15th) working day of the following month.
 - b. Invoices must be on the form approved by CITY, and accompanied by Billing Detail, both available on www.onestoppartners.org. Cost Principles for WIOA expenditures are defined in 2 CFR Part 225, which can be found at https://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf.
2. Allowable WIOA expenditures are defined in 29 C.F.R. Part 97, which can be found at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr97_main_02.tpl.
3. CITY shall reimburse CONTRACTOR for allowable expenditures claimed, within forty-five (45) days after timely receipt of CONTRACTOR's properly completed and documented request, or as soon thereafter as is reasonable, provided CONTRACTOR is in compliance with the terms and conditions of this AGREEMENT.
4. Supportive services approvals for training books and tools will be evaluated on a case-by-case basis for approval.
5. Reimbursement by CITY shall not mean or imply that CITY has made a final determination that any expenditure(s) by CONTRACTOR is allowable; nor shall any such reimbursement waive or otherwise limit the rights of Federal, State or CITY representatives to review CONTRACTOR'S records and recover from CONTRACTOR payments which are not allowable.

- CITY shall not be obligated to reimburse CONTRACTOR for any expenditure not reported to CITY within sixty (60) calendar days after the end of the last month of the AGREEMENT'S term.

C. Performance Based Payments

- Invoices submitted in accordance with Section B above shall include payments for performance based outcomes ("PBO") as detailed in the charts below:

PY 2020-2021

EQUUS WORKFORCE SOLUTIONS ADW PY 2020-21 PBO											
	# A/DW North	# A/DW South	#Youth	# Total	PBO Fee - A/DW North	PBO Fee - A/DW South	PBO Fee - Youth	PBO Fee - A/DW North Total \$	PBO Fee - A/DW South Total \$	PBO Fee - Youth Total \$	Total
a. New enrollments	600	150	120	870	\$75.75	\$57.28	\$207.92	\$45,450	\$8,592	\$24,950	\$78,992
b. Placed in employment in WDB priority industry sectors	300	55		355	\$65.48	\$52.41		\$19,644	\$2,883	\$0	\$22,527
c. Placed in employment not in the WDB priority industry sectors	150	27		177	\$109.07	\$77.28		\$16,361	\$2,087	\$0	\$18,448
d. Youth placed in WEX in WDB priority industry sectors.			50	50	\$0.00	\$0.00	\$514.39	\$0	\$0	\$25,720	\$25,720
e. Placed in On-the-Job Training	16	5		21	\$424.70	\$304.59		\$6,795	\$1,523	\$0	\$8,318
f. Completion of occupational skills training in WDB priority industry sectors with credential or certificate	60	16	31	76	\$206.15	\$165.47	\$383.00	\$12,369	\$2,647	\$11,873	\$26,889
Total											
Total Performance-Based Compensation Available (including carryover)								\$100,619	\$17,732	\$62,543	\$180,894

PY 2021-2022

PBO Category	# of Participants			Cost per Participant			Amount per Participant Category			Total
	Adult	DW	Youth	Adult	DW	Youth	Adult	DW	Youth	
Priority and In-Demand Sector Placement	338	228	120	\$280.00	\$280.00	\$450.00	\$ 94,640.00	\$63,840.00	\$54,000.00	
Measurable Skills Gain During Programming	74	41	15	\$181.00	\$181.00	\$366.00	\$ 13,394.00	\$ 7,421.00	\$ 5,490.00	
Attainment of Credential	74	41	15	\$180.00	\$180.00	\$367.00	\$ 13,320.00	\$ 7,380.00	\$ 5,505.00	
Total							\$121,354.00	\$78,641.00	\$64,995.00	\$264,990.00

- Invoices shall include the Performance Outcome, the number of participants that achieved the outcome during the invoice month, the amount due for each outcome, and the total of the performance based payments for the month.

D. Enrollment Incentive

- The final invoice for PY 2021-2022 submitted in accordance with Section B above shall include payments for enrollment incentives as detailed in the chart below. Documentation to be submitted with the invoice for enrollment incentive payment shall be the "Enrolled Individual" report from the CalJOBSSM system.

ADULT		DISLOCATED WORKER		Youth	
New Enrollments	Incentive Amount	New Enrollments	Incentive Amount	New Enrollments	Incentive Amount
75	\$10,000	50	\$ 5,000	25	\$ 15,000
150	\$20,000	100	\$ 10,000	50	\$ 25,000
250	\$35,000	150	\$ 15,000	80	\$ 35,000
350	\$50,000	200	\$ 25,000	120	\$ 50,000
450	\$65,000	250	\$ 35,000	160	\$ 65,000

Certification Required for Fiscal Reports or Invoices. Pursuant to 2 C.F.R. § 200.415, annual and final fiscal reports or vouchers requesting payment under this AGREEMENT must include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

E. Assignment of Costs or Fees

CONTRACTOR may not assign any additional costs or fees to the client(s) or other funding sources outside those identified within this AGREEMENT.

REVISED EXHIBIT H
RETROACTIVE SERVICES

The term of this SECOND AMENDMENT shall be retroactive from July 1, 2021 and shall continue through June 30, 2022. It is understood and agreed that CONTRACTOR has commenced work and incurred costs prior to execution of this SECOND AMENDMENT in anticipation of its execution.

CITY agrees to reimburse CONTRACTOR for those costs in accordance with the terms of the AMENDED AGREEMENT. However, in no event shall CONTRACTOR be reimbursed for costs incurred prior to July 1, 2021.