

**THIRD AMENDMENT TO CITY OF SAN JOSE
WIOA YOUTH SERVICES AGREEMENT**

THIRD REVISED SUMMARY PAGE

This THIRD AMENDMENT TO CITY OF SAN JOSE WIOA YOUTH SERVICES AGREEMENT is entered into this 28th day of September, 2022, by the **CITY OF SAN JOSE**, a municipal corporation (“CITY”), and **INTERNATIONAL RESCUE COMMITTEE, INC.**, a New York nonprofit corporation authorized to do business in the State of California (“CONTRACTOR”).

Description:	CONTRACTOR will provide workforce services and job placement assistance to youth program participants eligible for the Workforce Innovation and Opportunity Act (“WIOA”) program and other board approved programs (“Program”). Youth Services include specialized pre- and post-employment services.
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COMPENSATION AMOUNT	FY 2020-2021
Funding Source:	WIOA
Amount Not to Exceed:	<u>\$255,475</u>

TOTAL:	<u>\$255,475</u>
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COMPENSATION AMOUNT	FY 2021-2022
Funding Source:	WIOA
Amount Not to Exceed:	<u>\$356,822</u>

TOTAL:	<u>\$356,822</u>
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COMPENSATION AMOUNT	FY 2022-2023
Funding Source:	WIOA
Amount Not to Exceed:	<u>\$379,895</u>

TOTAL COMPENSATION NOT TO EXCEED:	<u>\$992,192</u>
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Payment Terms	<u>See Revised Exhibit D</u>
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Agreement Term:	Start Date: <u>9/1/2020</u>	End Date: <u>6/30/2021</u>
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First Amended Agreement Term:	Start Date: <u>7/1/2021</u>	End Date: <u>6/30/2022</u>
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Second Amended Agreement Term:	Start Date: <u>7/1/2022</u>	End Date: <u>6/30/2023</u>
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Third Amended
Agreement Term

Start Date: 7/1/2022

End Date: 6/30/2023

PARTIES TO AGREEMENT:	CONTRACTOR	CITY
Name:	International Rescue Committee, Inc.	CITY OF SAN JOSE
Address for Legal Notice:	1210 South Bascom Avenue # 227 San Jose, CA 95128	Office of Economic Development, San José Silicon Valley Workforce Development Board 5730 Chambertin Drive San José, CA 95118
Attention:	Irene Leung	Monique Melchor Director
Email Address:	irene.leung@rescue.org	monique.melchor@sanjoseca.gov
Telephone No.:		408-794-1108
Contact Person: Title: Telephone No: Email:	Irene Leung Grants Manager (925) 487-1274 irene.leung@rescue.org	Dat Luu Contracts Manager 408-794-1139 dat.luu@sanjoseca.gov
Federal Taxpayer ID:	135660870	
City Business License/ Tax No.:	6363398450	
Type of Entity:	Nonprofit corporation	
State of Incorporation or Residency:	New York	

SECOND REVISED EXHIBIT LIST & SIGNATURE PAGE

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Third 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 type="checkbox"/> | <input checked="" type="checkbox"/> | 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 SECOND 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



Approved as to Form:

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov
Date: 09/28/2022 GMT

Arlene Silva

Email: arlene.silva@sanjoseca.gov
Date: 09/27/2022 GMT

SARAH ZARATE
DIRECTOR

Attorney
Arlene Silva
Senr Deputy City Atty II U
arlene.silva@sanjoseca.gov
ARLENE SILVA
Senior Deputy City Attorney

"CONTRACTOR"

INTERNATIONAL RESCUE COMMITTEE, INC., a New York nonprofit corporation authorized to do business in California

Oscar Raposo

Email: irccfo@rescue.org
Date: 09/27/2022 GMT

By _____
Oscar Raposo
Chief Financial Officer

**CONTINUATION AND THIRD AMENDMENT TO CITY OF SAN JOSE
WIOA YOUTH SERVICES AGREEMENT**

This CONTINUATION AND THIRD AMENDMENT TO CITY OF SAN JOSE WIOA YOUTH SERVICES AGREEMENT (“THIRD 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 THIRD REVISED SUMMARY PAGE at the beginning of this THIRD AMENDMENT (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, on March 4, 2021, CITY and CONTRACTOR entered into an agreement entitled “CITY OF SAN JOSE WIOA YOUTH SERVICES AGREEMENT” (“AGREEMENT”); and

WHEREAS, on March 17, 2022, CITY and CONTRACTOR entered into a first amendment to 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, on June 29, 2022, CITY and CONTRACTOR entered into a second amendment to the AGREEMENT to extend the term of the agreement through June 30, 2023 and revise the Scope of Services and Insurance; and

WHEREAS, CITY and CONTRACTOR desire to further amend the AGREEMENT to increase the total amount of compensation, and to extend the term of the agreement through June 30, 2023, and to revise the Scope of Services, Budget Summary, and Payments to Contractor and Reporting Schedule for PY 2022-2023;

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

SECTION 1. SECOND REVISED SUMMARY PAGE is amended to read as shown in THIRD REVISED SUMMARY PAGE, attached and incorporated into this THIRD 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 THIRD 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 THIRD REVISED SUMMARY PAGE and all Exhibits and Certifications attached hereto, CONTRACTOR shall reimburse CITY from sources other than those received from CITY.”

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

SECTION 4. REVISED EXHIBIT C “BUDGET SUMMARY”, is hereby 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 THIRD AMENDMENT

SECTION 6. All the terms and conditions of the original AGREEMENT not modified by this THIRD AMENDMENT shall remain in full force and effect.

THIRD REVISED EXHIBIT A

SCOPE 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 **THIRD REVISED EXHIBIT A** to WIOA-eligible youth participants from October 1, 2020 through June 30, 2023.

A. Location of Services

CONTRACTOR's services will be offered to eligible clients residing in the South County Service Area of the San José service delivery area, which consists of 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.

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

B. 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.

C. 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.

D. 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 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 3-15 which can be found at https://wdr.doleta.gov/directives/attach/TEGL/TEGL_03-15.pdf.
3. CONTRACTOR shall coordinate services with the designated AJCCs in its area.
4. 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.
5. 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.

E. Youth Services

a. Number of Participants to be served:

PY 2020-2021

Youth Program Services
South County Area 30 participants

PY 2021-2022

Youth Program Services
South County Area 40 participants

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

PY 2022-2023

Youth Program Services
South County Area 40 participants

CONTRACTOR shall serve all youth clients carried over from Program Year 2021-2022

b. Location of Services

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.

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.

F. 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.

G. 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 2021-2022.

CONTRACTOR will provide job placement and retention services to youth enrolled in the WIOA program during the 2020-2021 Program Year that are carried over to Program Year 2021-2022.

Specific WIOA services are detailed in Section J below.

H. Youth Priority Industry Sectors

CONTRACTOR shall promote Industry Sectors Labor Market Information ("LMI") and employment opportunities for the following sectors and subsectors ("Priority Industry Sectors"):

- 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.

I. Performance Operating Plan (“POP”)

CONTRACTOR’s Youth WIOA Performance Operating Plan is included as Section O 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.

J. WIOA Service Delivery System

CONTRACTOR will provide services consistent with the following service delivery system to the number of participants designated above in Section E 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 E(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. For initial and any subsequent CASAS tests, 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, 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

- a. 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.
- b. CONTRACTOR will provide staffing to meet the needs of this AGREEMENT at the at the South County 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)

- a. 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.
- b. Case managers will enter youth participant ISS into CITY's CalJOBS system.
- c. 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 J Subsection 4 c. 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”) in 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

- a. Contractor will provide placement services through June 30, 2022.
- b. 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 during Program Year 2021-2022.

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

- c. CONTRACTOR will provide outreach to employers in the Priority Industry Sectors and in 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.
- d. 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.
- e. 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.
- f. CONTRACTOR will provide placement services for all youth enrolled under this AGREEMENT and all youth enrolled during Program Year 2020-2021 and Program

year 2021-2022. CONTRACTOR will document client job search and placement activities in CITY's CalJOBS system.

- g. 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 or upon request by CITY.
- h. 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

- a. 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.
- b. 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.
- c. 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. CONTRACTOR will make a minimum of three (3) attempts at contacting the client per follow-up period.
- d. 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
- e. 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

- a. 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.
- b. 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 training will be evaluated on a case-by-case basis as all required books and materials for cohort training are included in the cohort training costs.
- c. 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.

K. 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)

L. State Performance Outcome Requirements

YOUTH	Performance Goals
Placement into Priority Sector Employment and In-Demand & Livable Wage Occupation	75%
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)	68%
Median Earnings	\$3,390
Credential Attainment within 4 quarters after exit	58%
Measurable Skills Gain	75%

If the WDB 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.

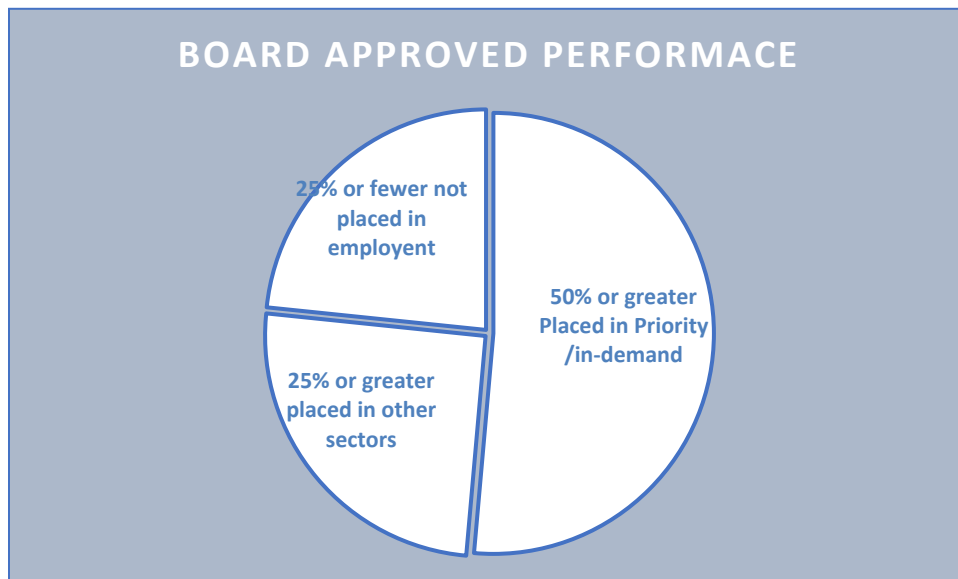
M. Measurable Skill Gain

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: 415, 416, 418, 421, 424, 429, 430, and 432.

N. work2future Board Approved Program Performance Outcomes

1. 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.
2. CONTRACTOR shall meet the goal of placing no more than 25% of enrolled clients in occupations in other sectors.
3. 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.

Example chart of Board-Approved Program Performance Outcomes



PY 2022-2023 Business Engagement POP

ITEM	LEAD/BACKUP	GOALS	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun
BUSINESSES SERVED														
	IRC	Planned	3	4	4	4	3	3	3	4	4	4	4	4

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

1. 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.
2. 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.
3. 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.

SECOND REVISED EXHIBIT C
BUDGET SUMMARY

IRC Budget - 12 months					
Base Budget	Monthly Salary	Months/# of units	FTE	Cost Reimbursement Budget	Description
Youth Connection/Career Coach	\$ 3,888.60	12	0.90	\$ 41,997	Service plan development, individual counseling and guidance follow-up services, CalJOBS documentation
Outreach and Intake Specialist	\$ 3,888.60	12	0.11	\$ 5,133	Outreach, intake, and initial assessment activities to enroll eligible customers
Employment/Business Specialist	\$ 3,888.60	12	0.90	\$ 41,997	Engaging employers for paid work experience opportunities, job placement, career exploration activities
Volunteer Coordinator	\$ 5,468.33	12	0.03	\$ 1,969	Recruit and train adult mentors; coordinate mentor services
Site Director	\$ 8,916.67	12	0.03	\$ 3,210	Strategic local partnerships, WIOA program oversight of outcomes and reporting.
Youth Programs Coordinator/WIOA supervisor	\$ 5,426.00	12	0.10	\$ 6,511	Coordinate YouthWorks curriculum student achievements, program success and supervise YouthWork employees.
Youth Workforce Program Manager	\$ 6,071.00	12	0.10	\$ 7,285	Provides staff training and supervision lead on program and partnership development, performance monitoring and continuous improvement.
Sr. Technical Advisor, Economic Empowerment	\$ 8,967.33	12	0.01	\$ 1,076	Technical assistance to program team in support of evidence-based, compliant, high-performing WIOA programming
			Salaries subtotal	\$ 109,178	
	Salaries subtotal	Fringe Rate			
Fringe Benefits	\$ 109,178	29.31%		\$ 32,000	Calculated at 29.31% of salary costs
	Base Total	NICRA Rate			
NICRA	\$ 141,178	12.51%		\$ 17,661	Negotiated Indirect Cost Rate Agreement with USAID, IRC's cognizant agency
Subtotal personnel, indirect cost				\$ 158,839	
Admin Budget	Monthly Cost/Base Total	Time period/rate	%		
Travel - Sr. Technical Advisor Site Visit	\$ 868	1	100%	\$ 868	Airfare, hotel, per diem, and ground transportation costs for one site visit from Erica Bouris, Sr. Technical Advisor, to travel round trip to IRC San Jose
CASAS Assessments	\$ 20	40	100%	\$ 800	Basic skills assessments for participants
Program Supplies	\$ 120	12	100%	\$ 1,440	outreach materials, instructional materials, classroom supplies, etc
Local Staff Mileage	\$ 0.625	1790	100%	\$ 1,119	Local mileage for staff to complete WIOA activities in South County area
office rent and utilities	\$ 12,000	12	2%	\$ 2,880	local office rent and utilities needed to perform the program
general insurance	\$ 1,800	12	2%	\$ 432	local office insurance needed to perform the program
Internet connection	\$ 400	12	2%	\$ 96	local office communications services needed to perform the program
office phone	\$ 400	12	2%	\$ 96	local office communications services needed to perform the program
copier rental	\$ 600	12	2%	\$ 144	local office copier rental needed to perform the program
postage, courier and delivery	\$ 300	12	2%	\$ 72	local office postage costs needed to perform the program
office supplies	\$ 300	12	2%	\$ 72	local general office supplies needed to perform the program
	Base Total	NICRA Rate			
NICRA	\$ 8,019	12.51%		\$ 1,003	Negotiated Indirect Cost Rate Agreement with USAID, IRC's cognizant agency
Subtotal non-personnel, admin, indirect cost				\$ 9,022	
Grand Total Personnel, non-personnel, indirect cost + Admin				\$ 167,861	
WEX operating costs	Monthly Cost/Base	Time period/rate	FTE/%		
IRC staff for WEX	\$ 4,622	12	10%	\$ 5,546	Staff time spent on WEX activities
IRC staff fringe for WEX	\$ 5,546	29.31%		\$ 1,626	Calculated at 29.31% of salary costs
Payroll Agency Sub-Contract	\$ 15,552	1	100%	\$ 15,552	3rd party payroll agency sub-contract to manage WEX wage payments and taxes/insurance for paid work experience for youth
WEX Wages	\$ 7,200	18	100%	\$ 129,600	WEX Wages for Youth participants, including taxes
Total WEX				\$ 152,324	
Supportive Services	\$ 500	40	100%	\$ 20,000	Supportive Services
Subtotal Participant Costs				\$ 172,324	
Performance Based Outcomes					
PBO category		# of clients	\$ per client	Total this category	
WEX Placements		26	\$ 765	\$ 19,890	
Enrollments		40	\$ 495.50	\$ 19,820	
	Subtotal PBOs			\$ 39,710	
Total Contract Amount				\$ 379,895	

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 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.

B. Reimbursable Expenses

1. CONTRACTOR shall submit invoices for the provision of CONTRACTOR's SERVICES described in **THIRD REVISED EXHIBIT A**, for each calendar month no later than the fifteenth (15th) day of the following month.

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.

6. 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 Outcomes Payments

1. Invoices submitted in accordance with Section B above shall include payments for performance based outcomes ("PBO"). PBO to be agreed upon CONTRACTOR and CITY'S DIRECTOR.
2. 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.

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)."

D. 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.