

Training Program Contract

Contract #: 126-16

San Diego Workforce Partnership, Inc.
 3910 University Ave., Suite 400
 San Diego, CA 92105

San Diego Second Chance
 6145 Imperial Avenue
 San Diego, CA 92114

Program Specialist: Willie Wallace
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Subrecipient Contact: Gina Dauzat
 Subrecipient Title: Program Manager
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General Contract Information

Type of Training Program	Period of Performance	Payment System
Youth <input type="checkbox"/> In-School <input checked="" type="checkbox"/> Out-of-School	July 1, 2018- June 30, 2019	Pay for Performance
Region(s) Served <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> Metro <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South	Reimbursable Costs \$413,020	Support Amount \$7,723
		Work Experience Amount \$130,689
		Non-Work Experience Amount \$274,608

Procurement Information

Type	Agenda Item Title	Policy Board Approval Date
Funding Recommendation	Contract Renewals-WIOA Youth Service Provider	June 22, 2018

Contract Summary Narrative

This contract allocates funding for Program Year 2017-2018 to serve participants for the region listed above as specifically developed in response to requirements within the Local Workforce Board.

Subrecipient will be reporting on work experience activities based on the contract amount on the invoices(s) in order to be reimbursed for allowable, allocable and reasonable expenses. Subrecipient must spend at least 25% of actual expenditures on work experience expenses in order to be reimbursed and SDWP will not reimburse more than 75% on non-work experience expenses.

The specific details of this contract, described within the following pages, are mutually agreed upon and binding. All other terms and conditions of this Contract Agreement, including any unchanged attachments, will remain in effect. In witness, thereof, this contract is executed by the San Diego Workforce Partnership, Inc. and Subrecipient hereby assents to the terms and conditions contained herein.

San Diego Workforce Partnership, Inc.

San Diego Second Chance

Peter Callstrom
 Peter Callstrom
 President & CEO

8/23/18
 Date

Robert Coleman
 Robert Coleman
 President & CEO

8.23.18
 Date

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Contract Number

Amended and Restated WIOA Youth Workforce Development Program Agreement

Contract Number 126-16

This Amended and Restated Workforce Innovation Opportunity Act Youth Workforce Development Program Agreement (“**Agreement**”) is made by and between San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“**SDWP**”), and San Diego Second Chance (“**Subrecipient**”), a Non-Profit Organization, as of July 1, 2018 (“**Effective Date**”) funded under the Department of Labor (DOL) WIOA Title I Youth Funds, Catalog of Federal Domestic Assistance (“**CFDA**”) #17.259. SDWP and Subrecipient are sometimes collectively referred to herein as “**Parties**,” or individually, as a “**Party**.”

Recitals

- A. WHEREAS, SDWP oversees the operation of Workforce Innovation and Opportunity Act (“**WIOA**”) youth workforce development programs (each referred to as a “**WIOA Youth Program**”) located throughout San Diego County (collectively referred to as the “**WIOA Youth Service Provider Network**”);
- B. WHEREAS, on November 12, 2015 the Workforce Investment Board (“**WIB**”) and on November 20, 2015 San Diego Consortium Policy Board (“**Policy Board**”) approved the competitive procurement framework to secure Subrecipients for the operation of the WIOA Youth Program(s);
- C. WHEREAS, based upon the approved competitive procurement framework, on December 3, 2015 SDWP issued a Request for Proposals (“**RFP**”) seeking Subrecipients for the operation of the WIOA Youth Program(s) for a term of one-year (1), with the option to extend the contract term for up to four (4) additional one-year periods based on need, performance, and availability of funds;
- D. WHEREAS, Subrecipient submitted a proposal in response to the RFP;
- E. WHEREAS, SDWP oversaw the proposal evaluation process consisting of both a written evaluation of Subrecipient’s Original Proposal and an oral interview of Subrecipient representatives;
- F. WHEREAS, SDWP’s evaluation panel recommended to the Workforce Development Board (“**WDB**”), formerly known as WIB, that Subrecipient be awarded the contract for operation of the Out-of-School WIOA Youth Program and the WDB accepted that recommendation;
- G. WHEREAS, on April 29, 2016 the Policy Board agreed with the evaluation panel and the WDB and recommended that Subrecipient be awarded the contract for the operation of the Out-of-

School WIOA Youth Program for a term of one-year (1) and directed SDWP staff to negotiate and award the contract;

- H. WHEREAS, on June 23, 2017 the Policy Board agreed with the WDB and recommended that Subrecipient be awarded the first option to extend the Initial Term of the Original Agreement for an additional one-year (1) and directed SDWP staff to negotiate and award the contract;
- I. Whereas the Original Agreement was a cost reimbursement-based contract and covered service provision by Subrecipient from July 1, 2017 to December 31, 2017;
- J. WHEREAS, between June 7, 2016 and December 31, 2017 SDWP completed a feasibility analysis to drive better outcomes for justice-involved young adults in San Diego County by combining the flexible WIOA P4P funding, independent validation, and performance-driven service provision (the "**Feasibility Assessment**");
- K. WHEREAS, Pay for Performance ("**P4P**") is an innovative contracting model that drives government resources toward high-performing programs, and P4P contracts track the effectiveness of programs over time to ensure funding is directed toward programs that succeed in measurably improving the lives of people in most need;
- L. WHEREAS, WIOA establishes P4P as an eligible use in all three of its funding streams (adult, youth, and dislocated workers), authorizing SDWP to devote up to 10% of total WIOA formula funds toward P4P programming;
- M. WHEREAS, as part of the Feasibility Assessment, and in accordance with 20 CFR § 683.500, SDWP: (1) has confirmed that the young adults involved in the justice system have historically been underserved and are in need of improved education, employment and recidivism outcomes, (2) has identified appropriate performance outcomes that will measure and demonstrate the effectiveness of an intervention for the target population, (3) has designed a payment structure that specifies a fixed amount that will be paid to Subrecipient based on the achievement of specified levels of performance on outputs and outcomes, (4) has designed a plan for independently validating the performance outcomes achieved under this Agreement prior to making payment of the P4P-related bonus payments, and (5) has created a plan to reallocate funds set aside for the P4P bonus payments to another P4P strategy in the event Subrecipient does not achieve all the performance benchmarks set forth in this Agreement.
- N. WHEREAS, following completion of the Feasibility Assessment, SDWP wishes to amend and restate the Original Agreement, effective January 1, 2018, to, among other things, revise the Original Agreement from cost reimbursement payment method to performance-based payment method, including (1) a fixed-rate performance payment portion for outputs and shorter-term outcomes, and (2) in accordance with 20 CFR § 683.500, a P4P bonus payments portion for long term outcomes, each as further described in the amended and restated Agreement below;

- O. WHEREAS, on June 22, 2018 the Policy Board agreed with the WDB and recommended that Subrecipient be awarded the second option to extend the Initial Term of the Contract for an additional one-year (1) and directed SDWP staff to negotiate and award the contract; and
- P. WHEREAS, SDWP and Subrecipient desire to enter into this amended and restated Agreement as of the Effective Date set forth above, subject to and in accordance with the terms and conditions of this Agreement.

Agreement

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

1. Recitals - Part of Agreement; Defined Terms

Recitals A through P above, are true and correct and are incorporated into this Agreement by this reference as though fully set forth at this place in the Agreement.

All defined terms applicable to this Agreement are summarized in Section 14 of this Agreement for reference.

2. Fixed-Rate Performance Contract and Pay for Performance Contract

The Parties have agreed to revise the Original Agreement from cost reimbursement payment method to performance-based payment method, including (a) a fixed-rate performance payment portion for outputs and shorter-term outcomes, and (b) in accordance with 20 CFR § 683.500, a P4P bonus payments portion for long term outcomes. All payments under this Agreement shall be made based on Subrecipient's performance against agreed-upon performance targets, as further described throughout this Agreement.

2.1. Fixed-Rate Performance Contract

A portion of this Agreement, equal in the amount to Subrecipient's projected reasonable and allowable cost for the duration of this Agreement based on Subrecipient's approved budget, shall be a fixed-rate performance contract, where SDWP agrees to pay Subrecipient fixed unit payments for each positive output or outcome achieved by participants in Subrecipient's WIOA Youth Program, as further described in [Attachment B](#) – Payment Provisions and Success Targets. Throughout this Agreement, this portion of the Agreement shall be referred to as the "**Fixed-Rate Performance Contract**".

2.2. P4P Contract

A portion of this Agreement includes P4P bonus payments allocated in accordance with 20 CFR § 683.500, where SDWP agrees to pay Subrecipient additional bonus amounts for achievement of certain positive long-term outcomes, as described in [Attachment B](#) – Payment Provisions and Success Targets. Throughout this Agreement, this portion shall be referred to as the "**P4P Contract**". In accordance with

20 CFR § 683.500, payments made pursuant to the P4P Contract portion of this Agreement shall be independently validated by an Independent Validator, as described in Section 12 below and in [Attachment C](#) – Validation Plan.

3. Purpose and Program Goal

SDWP and Subrecipient have entered into this Agreement for the operation of the WIOA Youth Program. Subrecipient acknowledges and agrees that the operation of the WIOA Youth Program is part of an overall initiative of the Department of Labor (“**DOL**”) to provide all youth in all the Youth Target Populations educational services, career pathways, work readiness training, work experience opportunities and youth development services. Subrecipient shall operate the WIOA Youth Program in a manner consistent with the overall concept of WIOA Youth Programs as described in this Agreement, generally, and with SDWP’s vision for WIOA Youth Programs in San Diego County in accordance with all the terms and conditions of this Agreement.

4. Location

Subrecipient’s WIOA Youth Program will be operated at 6145 Imperial Avenue, San Diego, CA 92114, and will serve youth County wide.

With respect to program participants who are also enrolled in Subrecipient’s YORP program, Subrecipient’s WIOA Youth Program may also serve youth outside of the location(s) set forth above so long as such program participants can easily access Subrecipient’s services via public transportation.

5. Incorporated Documents

The documents referred to in subparagraphs 5.1-5.12, below, (“**Incorporated Documents**”), are incorporated into this Agreement by this reference as though fully set forth at this place in the Agreement, provided, however, that in the event there is a conflict or inconsistency between this Agreement and any of the Incorporated Documents, the terms of this Agreement shall prevail. By their signatures on the title page, SDWP and Subrecipient certify that they have carefully read and understand all such Incorporated Documents and agree that they shall adhere to, follow, and operate, as applicable and subject to the preceding sentence, in accordance with each non-conflicting provision of such Incorporated Documents. SDWP reserves the right to revise Attachment A, Attachments D-F and Attachments I- J, as needed. Attachments B, C, G and H can only be modified with the approval of both Parties.

- 5.1. All local, state, and federal, ordinances, statutes, rules, regulations, Office of Budget Management Circulars, and interpretive materials including California State Employment Development Department (“**EDD**”) and DOL rules, regulations, and policies.
- 5.2. The San Diego Workforce Partnership Operations Manual and subsequent issuances and revisions located on-line at <http://workforce.org/operations-manual> (“**SDWP Operations Manual**”);
- 5.3. [Attachment A](#) – The San Diego Workforce Partnership Contract General Provisions (“General Provisions”);
- 5.4. [Attachment B](#) – (“Payment Provisions and Success Targets”)

- 5.5. *Attachment C* – (“Validation Plan”)
- 5.6. *Attachment D* – (“Youth Program Performance Measures”);
- 5.7. *Attachment E* – (“Budgets for Administrative Costs and Program Costs”);
- 5.8. *Attachment F* – (“Program Design Summary”);
- 5.9. *Attachment G* – (“Incentive & Stipend Policy”); and
- 5.10. *Attachment H* – (“Monthly Report”).

6. Term and Termination

6.1. Term of Agreement

Subject to Section 6.2 below, the term of this Agreement shall commence on the Effective Date and shall end on the date when all Payments due from SDWP to Subrecipient are paid in accordance with Section 10 and *Attachment B* – Payment Provisions and Success Targets.

6.2. Service Provision and Follow-Up Periods

Subrecipient’s obligation to provide workforce services pursuant to this Agreement commences on the Effective Date and ends on June 30, 2019. Thereafter, this Agreement will automatically renew annually, subject to Policy Board approval, for additional three 1-year terms (collectively, the “**Service Provision Period**”). Following completion of the Service Provision Period, the Agreement will continue in effect for the purpose of (a) completing the 12 months of follow-up services for program participants who have exited the program during the Service Provision Period, as required by WIOA (the “**Follow-Up Period**”), (b) tracking outcomes of program participants who received services during the Service Provision Period, and (c) payment by SDWP of any payments earned by Subrecipient with respect to successful outcomes achieved. The Follow-Up Period will last no longer than 12 months.

6.3. Termination

This Agreement may be terminated at any time in accordance with the General Provisions attached hereto as Attachment A. In the event this Agreement, in SDWP’s sole discretion, is deemed to be in violation of WIOA or any related enabling federal or State legislation or guidelines, SDWP also reserves the right to either amend this Agreement to bring it into compliance, or, if such amendment is not possible, terminate this Agreement.

In addition, SDWP may elect not to renew this Agreement for one of the following reasons:

- a) If SDWP faces a suspension of, or a significant reduction in WIOA youth funds; or
- b) If Subrecipient exhibits a sustained and substantial under-performance of the WIOA performance measures and performance outcomes (other than item 4 – Expenditures), as detailed in *Attachment D* – Youth Program Performance Measures; or
- c) If Subrecipient elects not to renew this Agreement and provides SDWP at least 90 days prior written notice.

6.4. Effect of Termination

The parties acknowledge and agree that on the last day of the Service Provision Period, any rights and obligations of (a) SDWP with respect to overseeing and providing technical assistance to Subrecipient with respect to service provision, and (b) Subrecipient with respect to youth workforce service provision other than any remaining follow up services, shall terminate. The parties further acknowledge and agree that any termination of the Service Provision Period shall not preclude the payment by SDWP of any Bonus Payments earned by Subrecipient prior to such termination or earned as part of any remaining follow up services conducted by Subrecipient.

Upon the expiration or any termination of this Agreement for any reason, Subrecipient will not be entitled to invoice for or receive any further payments for activities that occur after the termination date.

7. Compliance with Law & Legislation

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

7.1. Changes to Law & Legislation

The terms and conditions of this Agreement are subject to change, and may change, based upon (i) such legislation, (ii) additions, modifications, or revisions to federal and/or state laws, regulations, requirements, procedures, or interpretive materials which may affect the workforce development system, (iii) DOL regulations and procedures, (iv) EDD regulations and procedures, (v) the adoption by SDWP's governing board of local direction and procedures, and (vi) WIOA P4P regulations, or any future WIOA P4P regulations or guidelines that may come into existence. Subrecipient agrees to remain informed of the WIOA and its regulations and requirements, including any current or future WIOA P4P regulations and requirements.

8. Subrecipient Roles and Responsibilities

Subrecipient shall develop and maintain administrative and management staff and systems necessary and appropriate for the management and operation of its WIOA Youth Program. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies that are necessary to effectively operate the program in order to achieve the agreed-upon Success Targets (as defined below). These administrative and management systems, policies and/or controls must, in SDWP's sole discretion, meet SDWP standards. Subrecipient shall advise SDWP of any changes to the administrative and management systems, policies and/or controls that may affect the program services, operation and/or performance of the program against agreed-upon Success Targets.

8.1. Staffing

Subrecipient shall provide sufficient staff to carry out the purposes of this Agreement. Subrecipient shall ensure staff positions funded by this Agreement are reasonable and support the delivery of program services and achievement of the Success Targets described in this Agreement.

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

8.2. Outcome Measures & Success Targets

During the Feasibility Assessment (as described in Recital K above), the Parties have determined and agreed upon a set of outcome measures and related success targets that will result in better outcomes for justice-involved young adults in San Diego County. The final agreed-upon outcome measures and related success targets for Subrecipient's program and its participants during the term of this Agreement (including the Fixed-Rate Performance Contract and the P4P Contract) are detailed in [Attachment B – Payment Provisions and Success Targets](#) (collectively, "**Outcome Measures**" and "**Success Targets**"). Some Success Targets are based on performance by each individual participant in Subrecipient's program, while other Success Targets are based on the performance of a group of Subrecipient's WIOA Youth Program participants who *exit* in a particular program year during the Service Provision Period, as further detailed in [Attachment B](#).

Subrecipient agrees to use its best efforts to achieve the agreed-upon Success Targets in each Outcome Measure. Each time an Outcome Measure is achieved, as specified in [Attachment B – Payment Provisions and Success Targets](#), Subrecipient shall be entitled to a payment (each, a "**Payment Milestone**"), as further described in Section 10 below and in [Attachment B](#).

8.3. WIOA Performance Measures and Standards

In addition to using its best efforts to meet or exceed all Success Targets, Subrecipient must adhere to and meet the required performance measures and performance outcomes as detailed in [Attachment D-Youth Program Performance Measures](#). Subrecipient acknowledges that SDWP will be using the DOL Common Measures as the performance accountability system for services provided with WIOA Title I Youth funds. These standards are determined by the DOL, along with the State of California, and based upon local negotiations with SDWP, which are provided in [Attachment D - Youth Program Performance Measures](#). Failure to meet the required performance measures detailed in [Attachment D - Youth Program Performance Measures](#) may subject Subrecipient to possible corrective action, as specified in [Attachment D](#).

8.4. Reporting

Subrecipient shall prepare, provide, and submit to SDWP a monthly report, substantially in the form attached hereto as [Attachment H – Monthly Report](#), or as such form may be revised by SDWP from time to time. Failure to submit accurate and timely monthly reports to SDWP shall result in any payments attached to report submissions being withheld by SDWP until such reports are submitted and accepted by SDWP. In addition, Subrecipient shall prepare, provide and submit to SDWP any additional documentation required by SDWP, as is necessary for SDWP to comply with any applicable

laws, including, but not limited to existing WIOA P4P regulations, or any future WIOA P4P regulations or guidelines that may come into existence.

8.5. Contract Monitoring

Contract monitoring is a regular, systematic review of programmatic and fiscal activities, administrative systems, and management practices to determine if they are appropriate, effective and in compliance with the terms of this Agreement, WIOA rules and regulations, DOL and EDD directives, and SDWP policies and procedures. Monitors identify and analyze problems found through compliance review and performance review, provide technical assistance during their on-site monitoring visit, issue recommendations for corrective action in their monitoring report and follow-up on the recommendations to ensure that corrective action occurs. Subrecipient shall adhere to and follow monitoring parameters as identified by SDWP, EDD and DOL in connection with this Agreement.

8.6. Partnerships & Collaboration

Subrecipient shall operate the program in a manner that ensures that services are coordinated within the region(s) where other WIOA Youth Service Providers may operate and shall share information regarding services including, but not limited to, making referrals in order to build upon the WIOA Youth Service Provider Network.

8.6.1. America's Job Center of California (AJCC)

Subrecipient shall work in partnership with the WIOA Youth Programs so as to provide a continuum of services that transitions youth into the adult service delivery system, a local implementation plan that is skill based and moves the AJCC client through a common set of value added services designed to increase employability and the chances of retaining jobs and advancing in those jobs. For a listing of AJCC locations and contact information on the following link: <http://workforce.org/ajcc>.

8.6.2. Meetings

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

8.7. Participant Tracking

Entry of individual participant data, such as eligibility determination, demographics, activities, case notes, and outcomes data is required. Timely data collection is required and must be entered into the CalJOBS data system within five (5) days after the date of any individual activity. SDWP will conduct ongoing monitoring to evaluate Subrecipients use of CalJOBS. Subrecipient must adhere to the SDWP's and California State provisions and guidelines with respect to the CalJOBS forms and procedures.

8.8. Informed Consent

The Parties understand that in order to be able to track performance of eligible youth enrolled in Subrecipient's WIOA Youth Program and validate achievement of Outcome Measures and Payment Milestones for the duration of the Agreement, each such eligible youth enrolled must sign an informed consent at the time of enrollment. Subrecipient will be responsible for ensuring that informed consent is signed by each of the eligible youths enrolled in the WIOA Youth Program.

9. SDWP Roles and Responsibilities

SDWP agrees to:

- 9.1. Oversee and evaluate the management and operations of Subrecipient's WIOA Youth Program;
- 9.2. Allocate WIOA and/or other workforce funds to Subrecipient's WIOA Youth Programs;
- 9.3. Monitor Subrecipient's performance, quality of service, and progress against agreed-upon Success Targets;
- 9.4. Develop and provide technical assistance to Subrecipient's staff;
- 9.5. Inform Subrecipient of federal and state policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed for the implementation of such policies, procedures, and rules;
- 9.6. Oversee and enforce Subrecipient's compliance with all rules, regulations, and procedures issued by all funding sources;
- 9.7. Provide a common logo for all WIOA Youth Programs and guidance for its use as outlined in [Attachment A](#) - General Provisions;
- 9.8. Establish and facilitate regularly scheduled meetings with the WIOA Youth Program Subrecipients; and
- 9.9. Procure and enter into a contract with the Independent Validator (as defined in Section 12 below) for the validation of the achievement of Success Targets and Bonus Payments under the P4P Contract portion of this Agreement.

10. Financial Provisions

Subrecipient agrees that payments for both the Performance Fixed Rate-Based Contract portion and the P4P Contract portion of this Agreement shall be made based on Subrecipient's performance against agreed-upon Outcome Measures and achievement of Success Targets and shall be made in accordance with [Attachment B](#) – Payment Provisions and Success Targets as set forth therein.

Subrecipient further agrees that [Attachment E](#) – Budgets for Administrative Costs and Program Costs, attached hereto and incorporated by reference as if fully set forth herein, validates that Subrecipient has projected costs that are reasonable, allowable, allocable and are in accordance with cost principles set forth in 2 CFR Part 200, Subpart E. Such [Attachment E](#) – Budgets for Administrative Costs and Program Costs shall be updated annually, with mutual approval of the Parties, at the beginning of each program year during the Service Provision Period, and Subrecipient shall not be required to provide budget updates to SDWP outside of the annual approval cycle.

Subrecipient shall incur costs and expend funds earned under this Agreement in accordance with [Attachment E](#) – Budgets for Administrative Costs and Program Costs. Subrecipient acknowledges and understands that SDWP's approval of its annual budget, Subrecipient's execution of this Agreement and receipt of funds for the WIOA Youth Program, does not render the SDWP liable for payment or reimbursement of costs incurred by Subrecipient for budgeted line items under this Agreement.

10.1. Fixed-Rate Performance Contract Payments

Subrecipient shall be entitled to receive performance-based fixed-rate payments for meeting Outcome Measures and reaching applicable Fixed-Rate Performance Contract Payment Milestones (each, a “**Fixed-Rate Payment**”), as further described in [Attachment B](#) – Payment Provisions and Success Targets.

Subject to the availability of funds to SDWP, the maximum amount payable for Success Targets achieved under the Fixed-Rate Performance Contract portion of this Agreement shall not exceed the maximum program year allocations set forth in [Attachment B](#) – Payment Provisions and Success Targets. In addition, in no event shall the total amount of Fixed Rate Payments for each Outcome Measure or group of Measures exceed the payment pool amounts for that program year set forth in [Attachment B](#) – Payment Provisions and Success Targets.

Subrecipient agrees that payment shall be made only for Outcome Measures achieved by Subrecipient and verified by SDWP in compliance with the Validation Plan in [Attachment C](#). The Parties further acknowledge and agree that the annual maximum program year allocations may be subject to change in the event the overall annual WIOA Title I Youth budget received by SDWP from the California Workforce Board and the U.S. Department of Labor during the term of this Agreement is significantly reduced in any program year as compared to the previous year.

10.2. Pay for Performance Contract Payments

10.2.1 WIOA Funds Allocation

SDWP agrees to set aside a portion of its WIOA Youth allocation in the amount of \$200,000.00 in P4P Contract funds during the Service Provision Period (collectively, the “**Max Bonus Amount**”). The Parties further acknowledge and agree that the Max Bonus Amount may be subject to change in the event the overall annual WIOA Title I Youth budget received by SDWP from the California Workforce Board and the U.S. Department of Labor during the term of this Agreement is reduced by 30% or more in any program year as compared to the previous year. The Max Bonus Amount shall also be reduced by \$50,000 for each annual term that the Agreement is not automatically renewed, as set forth in Section 6 above.

10.2.2 Bonus Payments

In addition to the payments described in Section 10.1 above, and as part of the P4P Contract portion of this Agreement, Subrecipient shall be entitled to receive additional incentive payments for meeting longer-term Outcome Measures and reaching applicable P4P Contract Payment Milestones (each, a “**Bonus Payment**”). In order to be eligible for cohort-level Bonus Payments in each program year, a minimum number of eligible youth must be enrolled in Subrecipient’s WIOA Youth Program for such program year. Such minimum enrollment number is detailed in [Attachment B](#) – Payment Provisions and Success Targets.

For each Validation Period (as described in Section 12 below), the Bonus Payment amount shall be calculated in accordance with the Validation Plan based on the number of P4P Contract Outcome Measures achieved. Reference is made to [Attachment C – Validation Plan](#) for a detailed description of the validation process and performance measurement criteria. Subject to (a) attainment of required minimum enrollment of eligible participants, and (b) receipt of an Independent Validation Report (as defined in Section 12 below) confirming P4P Contract Outcome Measure achievement, SDWP will pay Subrecipient the corresponding Bonus Payment. The total amount of Bonus Payments earned by and paid to Subrecipient during the term of this Agreement shall be referred to as the “**Earned Bonus.**” In no event shall the Earned Bonus paid under this Agreement exceed the Max Bonus Amount. In addition, in no event shall the total amount of Bonus Payments for each annual P4P Contract exceed the maximum bonus pool, as set forth in [Attachment C – Validation Plan](#).

10.2.3 Use of Bonus Payments

The parties acknowledge and agree that Bonus Payments may only be used to expand the capacity of Subrecipient to provide workforce services.

10.2.4 Reallocation of P4P Funds

In compliance with 20 CFR § 683.500, in the event the Max Bonus Amount is not earned by and paid out to Subrecipient during the term of this Agreement, the amount equal to the Max Bonus Amount less the Earned Bonus (the “**Unspent Funds**”) shall be reallocated to (a) a new P4P strategy, as evidenced by a new P4P agreement, or (b) a feasibility study dedicated to assessing a different P4P strategy. In the event the Unspent Funds are not reallocated as specified above, the funds shall be returned to the CA Workforce Board.

10.3. Invoicing

Subrecipient shall invoice SDWP on a monthly basis, using the form of invoice provided to Subrecipient by SDWP. SDWP reserves the right to question (a) any Fixed-Rate Payment request submitted on an invoice in the event it differs from data in the CalJOBS system, monthly reports from Subrecipient and is not verified by SDWP, and (b) any Bonus Payment request submitted on an invoice in the event it differs from the Independent Validation Report.

The parties acknowledge and agree that payment of invoices for any Fixed-Rate Payments pursuant to the Fixed-Rate Performance Contract portion of this Agreement may not occur until SDWP is able to verify achievement of Success Targets listed on such invoice, as further set forth in the Validation Plan in Attachment C.

The parties further acknowledge and agree that invoicing for and payment of any Bonus Payments pursuant to the P4P Contract portion of this Agreement may not occur until receipt of the Independent Validation Report for a particular quarterly Validation Period (each as defined in Section 12 below), and Subrecipient may invoice only for those Bonus Payments set forth in the Independent Validation Report, as further set forth in the Validation Plan in Attachment C.

SDWP will pay the full undisputed amount of each such invoice within 30 days following receipt thereof.

10.4. Subcontracts

All subcontracts shall adhere to guidelines under [Attachment A](#) - General Provisions.

10.5. Accounting and Record-Keeping Requirements

Subrecipient shall comply with all accounting and record keeping requirements as applicable to use of federal funds, including as required by WIOA.

10.6. Program Income

Subrecipient shall comply with the stipulation referenced in the Employment Development Department Directive Number WSD15-25 regarding WIOA program income, its reporting and use. [SDWP OPERATIONS MANUAL, CHAPTER 6](#) - Financial Management section with respect to program income shall not apply to this Agreement.

10.7. Contract Modifications

If determined necessary by SDWP, or requested by Subrecipient and approved by SDWP, any contract modification shall be executed in accordance with [SDWP OPERATIONS MANUAL, CHAPTER 2](#) – Contract Administration, as may be revised from time to time. Notwithstanding the foregoing, any modifications to Outcome Measures, Success Targets, agreed-upon Fixed-Rate Payment and Bonus Payment amounts, Payment Milestones, or the Max Bonus Amount, shall be made only with mutual written consent of both Parties.

10.8. Records Keeping

Subrecipient shall adhere to record retention requirements as specified in 2 CFR 200.

11. Program Scope of Work

Subrecipient shall adhere to the program scope of work as provided in this section. If reductions and/or changes in project services and/or scale are required due to funds actually allocated, refer to this section and [Attachment F](#) - Program Design Summary.

11.1. Eligibility Criteria

Subrecipient shall conduct outreach and recruitment efforts and serve the eligible target population. In order to be eligible for Subrecipient's program, the young adults enrolled in the program must be:

- Eligible for WIOA Youth Program under the terms of WIOA, as confirmed with required supporting documentation;
- Between the ages of 16 and 24 at the time of enrollment;
- Not attending school; and
- Involved in the justice system in San Diego County at some point prior to enrollment in Subrecipient's program (i.e. be defined as "offender" under WIOA), which includes:
 - Those who are currently on probation; or
 - Those who are currently in the detention centers and about to exit; or
 - Those who are not currently on probation but have been at some point in the past.

As used herein, the term “school” refers to secondary, post-secondary or alternative school, in each case as defined by applicable state law. High school equivalency programs, dropout engagement, adult education, YouthBuild and Job Corps are not considered schools in determining school status.

11.2. WIOA Program Requirements

As part of its best efforts to achieve agreed-upon Success Targets, Subrecipient shall ensure that it will provide all the core program requirements that are specified by WIOA, including, but not limited to outreach and recruitment, eligibility determination, objective assessment, individual service strategy, case management, access to a range of services, incorporation of youth development activities into program design, and a minimum of 12 months of follow-up services.

In addition, Subrecipient acknowledges and agrees that a minimum of twenty-five percent (25%) of Fixed-Rate Performance Contract funding needs to be spent on work experience. Paid and unpaid work experience must include academic and occupational education and may include the following types of work experiences:

- Summer employment opportunities and other employment opportunities available throughout the school year;
- Pre-apprenticeship programs;
- Internships and job shadowing; and
- On-the-job training opportunities.

Allowable work experience expenditures include:

- Wages/stipends paid for participation in a work experience;
- Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;
- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of work experience; and
- Employability skills/job readiness training to prepare youth for a work experience.

Subrecipient is responsible for accurately documenting work experience activities. SDWP will monitor Subrecipient’s work experience expenditures via the monthly reports. SDWP reserves the right to place Subrecipient on corrective action in the event Subrecipient fails to spend at least 25% of its Fixed Rate Payments each program year on work experience.

12. Independent Validation

12.1. Validator

In compliance with 20 CFR § 683.500, SDWP will enter into a separate validation contract with a third party to serve as the Independent Validator (the “**Independent Validator**”) for the P4P portion of this Agreement. The Independent Validator will be responsible for performing the functions specified in the Validation Plan attached hereto as [Attachment C – Validation Plan](#). The Independent Validator will validate achievement of P4P Contract Payment Milestones on a quarterly basis (each, a “**Validation Period**”), as further described in the Validation Plan.

12.2. Independent Validation Reports

Upon completion of data review for each Validation Period, the Independent Validator will issue a report (each, an “Independent **Validation Report**”), which will include (a) all P4P Contract Outcome Measures and Payment Milestones achieved during the Validation Period, and (b) the total Bonus Payment amount due and payable to Subrecipient for the Validation Period.

13. Cooperation

SDWP and Subrecipient agree to provide any required information to each other and the Independent Validator, as necessary for each of SDWP, Subrecipient, and the Independent Validator to carry out its responsibilities arising from WIOA regulations and requirements (both current and future), this Agreement or the Independent Validator’s contract with SDWP, as applicable.

14. Glossary of Defined Terms

Agreement shall mean this Amended and Restated Workforce Innovation Opportunity Act Youth Workforce Development Program Agreement;

Bonus Payments shall mean bonus incentive payments for meeting long-term outcomes designated as part of the P4P Contract, as further described in [Attachment B – Payment Provisions and Success Targets](#);

DOL shall mean the United States Department of Labor;

Earned Bonus shall mean the total amount of Bonus Payments earned by and paid to Subrecipient during the term of this Agreement;

EDD shall mean the California State Employment Development Department;

Feasibility Assessment shall mean the feasibility analysis completed by SDWP between June 7, 2016 and December 31, 2017 SDWP to drive better outcomes for justice-involved young adults in San Diego County by combining the flexible WIOA P4P funding, independent validation and performance-driven service provision;

Fixed-Rate Payments shall mean performance-based fixed-rate payments for meeting outputs and positive short-term outcomes designated as part of the Performance Fixed-Rate Contract, as further described in [Attachment B – Payment Provisions and Success Targets](#);

Fixed-Rate Performance Contract shall mean the portion of this Agreement equal in the amount to Subrecipient's projected reasonable and allowable cost for the duration of this Agreement;

Follow-Up Period shall mean the period immediately after the completion of the Service Provision Period dedicated to completing the 12 months of follow-up services for program participants who have exited the program during the Service Provision Period, as required by WIOA;

Incorporated Documents shall mean all the documents referenced in this Agreement and listed in Section 5 of this Agreement, including all the Attachments;

Independent Validation Report shall mean a report issued by the Independent Validator, on a quarterly basis, following completion of its validation, and detailing which P4P Contract Payment Milestones have been achieved during the applicable Validation Period;

Independent Validator shall mean an independent third party, procured by SDWP, that serves as a validator for achievement of long-term outcomes as part of the P4P Contract;

Max Bonus Amount shall mean the total of \$200,000.00 in P4P Contract funds allocated by SDWP towards Bonus Payments (as may be revised per the terms of the Agreement in case of a significant reduction of Title I WIOA Youth Funds received by SDWP);

Original Agreement shall mean the Workforce Innovation Opportunity Act Youth Workforce Development Program Agreement entered into by and between SDWP and Subrecipient on July 1, 2017;

Outcome Measures shall mean a set of outcome measures that the Parties mutually determined and agreed upon during the Feasibility Assessment, that will result in better outcomes for justice-involved young adults in San Diego County, as further detailed in [Attachment B – Payment Provisions and Success Targets](#);

P4P shall mean Pay for Performance, an innovative contracting model that drives government resources toward high-performing programs, and P4P contracts track the effectiveness of programs over time to ensure funding is directed toward programs that succeed in measurably improving the lives of people in most need;

P4P Contract shall mean the portion of this Agreement that includes incentive payments in the form of P4P bonus payments allocated in accordance with 20 CFR § 683.500;

Payment Milestone shall mean each time Subrecipient achieves an Outcome Measure, as specified in [Attachment B – Payment Provisions and Success Targets](#);

Policy Board shall mean the San Diego Consortium Policy Board;

RFP shall mean Request for Proposals issued by SDWP on December 3, 2015;

SDWP shall mean San Diego Workforce Partnership, Inc.;

SDWP Operations Manual shall mean the San Diego Workforce Partnership Operations Manual Service Provision Period;

Service Provision Period shall mean the period during which Subrecipient will provide workforce services pursuant to the Agreement. Service Provision Period commences on the Effective Date and ends on June 30, 2018. Thereafter, it will automatically renew annually, subject to Policy Board approval, for additional three 1-year terms;

Subrecipient shall mean San Diego Second Chance;

Success Targets shall mean final agreed-upon outcome measures and related success targets for Subrecipient's WIOA Youth Program and its participants during the term of this Agreement (including the Fixed-Rate Performance Contract and the P4P Contract), as further detailed in [Attachment B – Payment Provisions and Success Targets](#);

Unspent Funds shall mean the amount equal to Max Bonus Amount less the Earned Bonus;

Validation Period shall mean each quarter during the term of this Agreement for which the Independent Validator assesses data sources and validates achievement of P4P Contract Payment Milestones;

WDB shall mean the Workforce Development Board;

WIB shall mean the Workforce Investment Board;

WIOA shall mean Workforce Innovation and Opportunity Act;

WIOA Youth Program shall mean WIOA youth workforce development program;

WIOA Youth Service Provider Network shall mean the network of all the WIOA youth workforce development programs located throughout San Diego County.

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

CONTRACT GENERAL PROVISIONS BETWEEN

SAN DIEGO WORKFORCE PARTNERSHIP
AND

WORKFORCE INNOVATION AND OPPORTUNITY ACT GRANT SUBRECIPIENT

Federal Assurances and Certifications

Except as otherwise indicated, Subrecipient, as a Workforce Innovation and Opportunity Act (“WIOA”) grant subrecipient, shall adhere to all the following certifications and assurances. To facilitate evaluation of Subrecipient’s operation and assure compliance with WIOA and other applicable federal, state, or local regulations, subrecipient shall adhere to SDWP Operations Manual.

1. Compliance

In performance of this agreement, Subrecipient will fully comply with:

- a) The provisions of the WIOA, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and Chapter II, Part 200, et al (here after referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (here after referred to as DOL Exceptions 2 CFR Part 2900) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b) All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
- c) The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- d) Subrecipient will ensure diligence in managing programs under this agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subrecipient agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II, and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the SDWP and the Subrecipient.

Subrecipient represents and warrants it is free to enter into and fully perform this agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications and provisions apply to all Subrecipients.

- a) Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of State of California.
- b) The Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq).
- c) Sectarian Activities: The Subrecipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d) National Labor Relations Board: The Subrecipient (if not a public entity), by signing this contract, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court, which orders the Subrecipient to comply with an order of the National Labor Relations Board (PCC10296).
- e) Prior Findings: Subrecipient, by signing this contract, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f) Drug-Free Workplace Certification: By signing this agreement the Subrecipient hereby certifies under penalty of perjury, under the laws of the State of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program as required to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;

- (c) any available counseling, rehabilitation and employee assistance programs; and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works on this agreement will:
- (a) receive a copy of the company's drug-free policy statement; and,
 - (b) agree to abide by the terms of the company's statement as a condition of employment on the contract; and
 - (c) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
- (4) Notify the SDWP within 10 days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of a conviction.
- (5) Impose a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 8104 of this title.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation the above subparagraphs.
- g) **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, the Subrecipient recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h) **Debarment and Suspension Certification:** By signing this agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

- (2) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4) (4) Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- i) Lobbying Restrictions: By signing this contract the Subrecipient hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900.
- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (3) The undersigned shall require that the language of the lobbying restrictions be included in the award documents for agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j) Priority Hiring Considerations:

If this agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code § 10353.

k) Sweatfree Code of Conduct:

(1) All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

(2) The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipients' records, documents, agents or employees, or premises if reasonably required by authorized officials of the SDWP, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipients' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

l) Unenforceable Provision:

In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.

m) Nondiscrimination Clause:

(1) The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, California's Fair Employment and Housing Act (FEHA), and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188.

(a) As a condition to the award of financial assistance from the Department

of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency [LEP]); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only on the basis of either citizenship status or participation in a WIOA Title I – financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- FEHA, California Government Code, section 12900, et seq.; and

(b) The grant applicant also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

(c) This Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

(d) This Subrecipient agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements as referenced in WIOA Sec. 188, and California nondiscrimination laws and regulations.

n) Indemnification:

(1) The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, Subrecipient agrees to indemnify and hold SDWP harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the Subrecipient.

(2) The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and save harmless the SDWP, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Subrecipients, Subrecipient subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this agreement. Failure to comply with all requirements of the certifications in this agreement, including but not limited to those in this Section 2, may result in suspension of payment under this agreement or termination of this agreement or both, and the Subrecipient may be ineligible for award of future state agreements/contracts if the SDWP determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o) Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149 . This limitation shall not apply to vendors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p) Federal Funding Accountability and Transparency Act (FFATA): As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this agreement, the Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

q) AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Subrecipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air

Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

r) Solid Waste Disposal Act: Subrecipients must comply with Section 6002 of the *Solid Waste Act* and 40 CFR Part 247 for items in excess of \$10,000.

s) Subrecipients must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and U.S.C. 3141-3148) for prime construction contracts in excess of \$2,000.

t) Subrecipients must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of \$100,000 that involve employment of mechanics or laborers.

3. Standards of Conduct

The following standards apply to all Subrecipients:

a) General Assurance: Every reasonable course of action will be taken by the Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Subrecipient agrees to conform to the nondiscrimination requirements as referenced in WIOA, Section 188, and those outlined in section 2., m., of this agreement.

b) Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area, or a member of the Consortium Policy Board and the Workforce Development Board that provides oversight and funding direction to SDWP, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or SDWP: Supplies, materials, equipment or services purchased with agreement funds will be used solely for purposes allowed under this agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subrecipient will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIOA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subrecipient will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.

5. Subcontracting

- a) Any of the work or services specified in this agreement that will be performed other than by the Subrecipient will be evidenced by a written agreement (“Subcontract”) specifying the terms and conditions of such performance and will require approval of SDWP prior to execution, and prior to any work or services being performed.
- b) The Subrecipient must ensure that Subcontractors comply with the same standards that they are held to in this agreement and other contractual requirements.
- c) The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of Subcontracts, to ensure they contain acceptable standards for insuring accountability.
- d) The Subrecipient’s system for awarding contracts will contain safeguards to ensure that the Subrecipient does not subcontract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Funding

It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, this is for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement was executed after that determination was made.

This agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this agreement for the purposes of this program. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this agreement in any manner.

- a) At the expiration of the term of this agreement or upon termination prior to the expiration of this agreement as provided in section 19 of this Agreement, funds not obligated for the purpose of this agreement will be immediately remitted to the SDWP, and no longer available to the Subrecipient.
- b) SDWP retains the right at its sole discretion to suspend financial assistance, in whole or in part; to protect the integrity of the funds, to ensure proper operation of the program, or for any other reason SDWP deems appropriate, provided that the Subrecipient is given prompt notice and the opportunity for an informal review of SDWP's decision. The Director or designee will perform this informal review and will issue the final administrative decision within 60 Days of receiving the written request for review. Failure on the part of Subrecipient or a Subrecipient’s Subcontractor to comply with the provisions of this agreement, or with the WIOA

or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

7. Payment

a) It is expressly understood by the parties to this contract that the total compensation to be paid to Subrecipient shall not in any event exceed the amount indicated on the Contract Title Page. No expenditure of contract funds shall be made or obligation incurred in excess of the amount authorized by any budget account title except as provided in this contract.

b) Payments to Subrecipients will be made in the form of reimbursements of Subrecipient's costs incurred during the preceding month.

c) Subrecipient shall be reimbursed for administrative costs in proportion to program expenditure and any significant deviation from the operating budget may subject the Subrecipient to possible suspension of funding. SDWP may elect not to honor a particular payment request under this contract if:

(1) Subrecipient, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to SDWP.

(2) Litigation is pending with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect the understanding of or the carrying out of this project, including any court action or proceeding involving the Federal Bankruptcy Code (U.S.C. Title 11).

(3) Subrecipient is in default under this contract, or if Subrecipient has failed to materially comply with any provision.

(4) Subrecipient shall not have submitted the required statement and reports on the dates prescribed by SDWP.

8. Suspension of Funding

a) Funds may be suspended in whole or in part for cause prior to or in lieu of contract termination.

Cause shall include, but is not limited to, the following:

(1) Failure to comply in any respect with any of the terms or conditions of this contract.

(2) Any violation of applicable state, local, or federal regulations or SDWP guidelines.

(3) Submittal of reports to SDWP that are incorrect in any substantial and material respect.

- (4) The grant to SDWP for this program is terminated or suspended.
- (5) The Subrecipient is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulations, or by other policy announced by the grantor or SDWP.

b) Upon suspension of contract funding, Subrecipient agrees not to expend any funds related to or connected with the area of conflict from which SDWP has determined that suspension of contract funding is necessary.

c) It is understood and agreed that subrecipient shall submit to SDWP a contract closeout package in accordance with the procedures delineated in the Chapter VI, Financial Management, of the Operations Manual. Failure to submit said package shall result in the withholding of any final payment due under this contract and/or payments or advances requested under other SDWP-funded contracts until such time as SDWP receives Subrecipient's closeout package for this contract.

9. Accounting and Cash Management

a) Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this agreement.

b) Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the SDWP. Subrecipient will account for any such generated income separately.

c) Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The SDWP will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This agreement may be unilaterally modified by the SDWP under the following circumstances:

- a) There is an increase or decrease in federal or state funding levels.
- b) A modification to the agreement is required in order to implement an adjustment to a Subrecipient's plan.
- c) Funds awarded to the Subrecipient have not been expended in accordance with the

schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the SDWP has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the SDWP.

- d) There is a change in local, state, or federal law or regulation requiring a change in the provisions of this agreement.
- e) An amendment is required to change the Subrecipients' name as listed on this agreement. Upon receipt of legal documentation of the name change SDWP will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this agreement may be amended only in writing by the mutual agreement of both parties.

11. Records

- a) If participants are served under this agreement, the Subrecipient will establish a participant data system as prescribed by the SDWP.
- b) Subrecipient will retain all records pertinent to this agreement for a period of three years from the date of final payment of this agreement. If, at the end of three years, there is anticipated litigation, active litigation, an administrative proceeding, an investigation, or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation, proceeding, investigation, or audit. Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.
- c) The SDWP and/or the DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions, and activities related to programs funded by this agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the agreement. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the SDWP of the adequacy of the services performed, timeliness of response, and a general impression of the competency of the Subrecipient and its staff.

12. Audits

- a) The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements

(single audit or program-specific audit requirement) of Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

b) The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the SDWP any incidents of fraud, abuse, or other criminal activity in relation to this agreement, the WIOA, or its regulations.

13. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay, to the SDWP, any amounts expended under this agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

14. Conflict Resolution

a) Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.

b) In the event of a dispute between the SDWP and the Subrecipient over any part of this agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the SDWP and the Subrecipient. The fee for the non-binding arbitration will be allocated to the parties equally. An election for non-binding arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

15. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with SDWP Operations Manual Chapter 9 that follows the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state and local statutes, regulations and policy.

16. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subrecipient under this agreement, will be disposed of in accordance with the direction of the SDWP. In addition, any tools and/or equipment furnished to the Subrecipient by the SDWP and/or purchased by the Subrecipient with funds pursuant to this agreement will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government, State of California and/or the SDWP. Upon termination of this agreement, Subrecipient will immediately return such tools and/or equipment to the SDWP or dispose of them in accordance with the direction of the SDWP.

17. Intellectual Property Provisions

a) Federal Funding

In any agreement funded in whole or in part by the federal government, SDWP may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the agreement, except as provided in 37 CFR Part 401.14. However, pursuant to 37 CFR Part 401.14(b), Uniform Guidance 2 CFR Part 200, and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b) **Defined Terms.** For purposes of these Intellectual Property provisions, the following definitions apply:

(1) “Intellectual Property” means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subrecipient or SDWP, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(2) “Works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

c) **Ownership**

(1) Except where SDWP has agreed in a signed writing to accept a license, SDWP shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or SDWP and which resulted directly or indirectly from this agreement.

(2) In the performance of this agreement, Subrecipient may exercise and utilize its

Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Subrecipient may access and utilize certain of SDWP's intellectual property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Subrecipient shall not use any of SDWP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of SDWP. Except as otherwise set forth herein, neither the Subrecipient nor SDWP shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this agreement, Subrecipient accesses any third-party Intellectual Property that is licensed to SDWP, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to SDWP in the third-party's license agreement.

(3) Subrecipient agrees to cooperate with SDWP in establishing or maintaining SDWP's exclusive rights in the Intellectual Property, and in assuring SDWP's sole rights against third parties with respect to the Intellectual Property. If the Subrecipient enters into any agreements or Subcontracts with other parties in order to perform this agreement, Subrecipient shall require the terms of such agreement(s) to include all Intellectual Property provisions contained in paragraphs seventeen a) through seventeen j). Such terms must include, but are not limited to, the Subrecipient assigning and agreeing to assign to SDWP all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Subrecipient, and any subcontractor to the Subrecipient or SDWP and which result directly or indirectly from this agreement or any subcontract.

(4) Pursuant to paragraph seventeen (c) (3) of these Intellectual Property Provisions, the requirement for the Subrecipient to include all Intellectual Property Provisions of paragraph seventeen a) through seventeen j) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663 .700-730.

(5) Subrecipient further agrees to assist and cooperate with SDWP in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce SDWP's Intellectual Property rights and interests.

d) Retained Rights/License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or SDWP and which result directly or indirectly from this agreement, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement.

(2) Subrecipient hereby grants to SDWP, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual,

non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Subrecipient assigns all rights, title and interest in the Intellectual Property to SDWP as set forth herein.

(3) Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Subrecipient's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of SDWP or third party, or result in a breach or default of any provisions of paragraph seventeen a) through seventeen j) or result in a breach of any provisions of law relating to confidentiality.

e) Copyright

(1) Subrecipient agrees that for purposes of copyright law, all Works as defined in paragraph seventeen (b) (2) of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into an agreement with Subrecipient to perform the work for pay or as a volunteer. Subrecipient shall enter into a written agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to SDWP to any work product made, conceived, derived from or reduced to practice by Subrecipient or SDWP and which result directly or indirectly from this agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or SDWP and which result directly or indirectly from this agreement may not be reproduced or disseminated without prior written permission from SDWP.

f) Patent Rights

With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, made by Subrecipient in the performance of this agreement, which did not result from research and development specifically included in the scope of work, Subrecipient hereby grants to SDWP a license as described under paragraph seventeen d) for devices or material incorporating, or made through the use of such inventions. If such inventions resulted from research and development work specifically included within the agreement's scope of work, then Subrecipient agrees to assign to SDWP, without addition

compensation, all its right, title, and interest in and to such invention(s) and to assist SDWP in securing United States and foreign patents with respect thereto.

g) Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining SDWP's prior written approval; and (ii) granting to or obtaining for SDWP's, without additional compensation, a license, as described in paragraph seventeen d), for any of Subrecipients or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and SDWP determines that the Intellectual Property should be included in or is required for Subrecipients performance of this agreement, Subrecipient shall obtain a license under terms acceptable to SDWP.

h) Warranties

(1) Subrecipient represents and warrants that:

(a) It has secured and will secure all rights and licenses necessary for its performance of this agreement.

(b) Neither Subrecipient's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or SDWP and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subrecipient.

(c) Neither Subrecipients performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.

(e) It has secured and will secure all rights and licenses necessary for music or performances used, and talent (radio, television and motion picture talent),

owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to SDWP in this agreement.

(g) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipients performance of this agreement.

(2) SDWP MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.

i) Intellectual Property Indemnity

(1) Subrecipient shall indemnify, defend and hold harmless SDWP and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of SDWP's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or SDWP and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that was issued after the effective date of this agreement. SDWP reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against SDWP.

(2) Should any Intellectual Property licensed by the Subrecipient to SDWP under this

agreement become the subject of an Intellectual Property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve SDWP's right to use the licensed Intellectual Property in accordance with this agreement at no expense to SDWP. SDWP shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient must obtain, or reasonably attempt to retain, the right for SDWP to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, SDWP may be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Subrecipient agrees that damages alone would be inadequate to compensate SDWP for breach of any term of these Intellectual Property provisions of paragraph seventeen a) through seventeen j) by Subrecipient. Subrecipient acknowledges SDWP would suffer irreparable harm in the event of such breach and agrees SDWP shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

j) Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

18. Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The SDWP and Subrecipient agree that:

- a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b) Each party shall provide security sufficient to ensure protection of confidential

information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

c) The Subrecipient agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.

(1) **Aggregate Summaries:** All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

(2) **Publication:** Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

(3) **Minimum Data Cell Size:** The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

d) Subrecipients that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

e) The Subrecipient shall notify SDWP of any actual or attempted information security incidents, within 24 hours of initial detection. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

f) The Subrecipient shall cooperate with the SDWP in any investigation of security incidents. The system, application, or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this agreement, then the Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.

g) The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention,

detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

h) At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

i) Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.

j) Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k) Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l) If the SDWP or Subrecipient enters into an agreement with a third party to provide WIOA services, the SDWP or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, Subrecipient(s), service providers, or employees.

m) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

19. Termination

a) Termination for Default. If either party defaults in the performance of this contract, the non-defaulting party may terminate this contract if such default is not cured by the defaulting party within ten (10) business days after receipt of written notice specifying the default.

b) Termination on Occurrence of Stated Events. This contract will terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of either party;
- (2) Sale of Subrecipient's business;
- (3) Death of Subrecipient if Subrecipient is an individual.

c) Termination Due to Unavailability of Funds. When funds are not appropriated or otherwise made available by SDWP to support continuation of this contract, this contract shall be cancelled as of the effective date set forth in the termination notice and Subrecipient shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this contract.

d) Termination for Convenience. SDWP, by thirty (30) day written notice, may terminate this contract, in whole or in part, when it is in the best interests of SDWP as determined in SDWP's sole discretion. If the contract is for supplies and is so terminated, Subrecipient shall be compensated in accordance with its auditable costs to point of notification of termination. To the extent that the contract is for services and is so terminated, SDWP shall be liable only for payment in accordance with the payment provisions of the contract for the actual services rendered to the effective date of the termination.

20. Indemnification

Performance of this contract and all work or obligations covered by and arising out of this contract shall be at the risk of Subrecipient exclusively. To the fullest extent permitted by law, Subrecipient shall, with respect to all work or obligations covered by or arising out of this contract, or the performance thereof, indemnify, hold harmless and defend SDWP, Policy Board, the Workforce Development Board, the City of San Diego, and the County of San Diego, and each of its officers, partners, joint venture partners, representatives and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys' fees), arising directly or indirectly from this contract, or the performance thereof, except to the extent that the matter in question has been caused by SDWP's sole gross negligence or sole willful misconduct.

21. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

PAYMENT PROVISIONS AND SUCCESS TARGETS

Outcome Measures, related Success Targets, and Fixed-Rate and Bonus Payments that the parties have mutually determined and agreed upon are set forth below.

While Tables in this Attachment list Success Targets, Outcome Measures and related Fixed-Rate and Bonus Payment amounts for three and half program years (PYs) starting from the Effective Date, the Parties understand that the Agreement remains subject to annual renewals, as specified in the Agreement. The Parties may adjust or revise Outcome Measures and Success Targets set forth below only with mutual consent. Parties may adjust the Fixed-Rate Payments or Bonus Payments in the event of occurrence of specified conditions, each as listed below.

FIXED-RATE PERFORMANCE CONTRACT

Outcome Measures in the **Fixed-Rate Performance Contract** are all individual-level measures, which means that success is tied to each eligible program participant's individual achievement of each of the Outcome Measures listed below. Fixed-Rate Performance Contract Outcome Measures and related Success Targets are detailed in Table 1 below.

Table 1: Fixed-Rate Performance Contract Success Targets

Outcome Measures	Success Targets			
	PY 2017-2018	PY 2018-2019	PY 2019-2020	PY 2020-2021
Number of new eligible youth enrolled into the WIOA Youth Program during Service Provision Period*	28	80	86	86
Monthly Reporting (earned monthly, upon submission and acceptance of the report)	6 monthly reports	12 monthly reports	12 monthly reports	12 monthly reports
Percent of low-risk eligible youth enrolled who achieve measurable skill gains**	46%	46%	46%	46%
Percent of medium-risk eligible youth enrolled who achieve measurable skill gains**	30%	30%	30%	30%
Percent of high-risk eligible youth enrolled who achieve measurable skill gains**	15%	15%	15%	15%
Percent of eligible youth enrolled who are in education or training activities, or in unsubsidized employment, during the first quarter after exit from the WIOA Youth Program	80%	80%	80%	80%
Percent of eligible youth enrolled who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the WIOA Youth Program	72%	72%	72%	72%

- * Success Target of youth enrolled in PY 2017-2018 is significantly lower based on the start of project in Q3 of such PY and the eligible carry-over youth brought into the program on the Effective Date. In the event the annual program year budget for PYs 2018-2021 is reduced, Success Targets for the number of youth enrolled may be appropriately revised
- ** Only the first documented measurable skills gain achieved by an eligible youth will count towards the Success Target. Any subsequent achievements of measurable skills gain will not be counted.

As set forth in the Agreement, upon achievement of a Fixed-Rate Performance Contract Payment Milestone in connection with an Outcome Measure, Subrecipient shall be entitled to a success payment as laid out in the Agreement and the Validation Plan.

Fixed-Rate Performance Contract Payment Milestones and related Fixed-Rate Payments are detailed in Table 2 below. These are all individual participant Payment Milestones.

As these Payment Milestones are part of the Fixed-Rate Performance Contract, each Payment Milestone must be achieved within 2 years from the date of participant’s enrollment into Subrecipient’s program.

Payment of Fixed-Rate Payments by SDWP to Subrecipient remains subject to verification of achievement of each Payment Milestone by SDWP, as described in [Attachment C](#) – Validation Plan.

Table 2: Fixed-Rate Performance Contract Success Payments

Payment Milestones	Fixed-Rate Payments*			
	PY 2017-2018	PY 2018-2019	PY 2019-2020	PY 2020-2021
Each new eligible youth enrolled into the WIOA Youth Program during Service Provision Period	\$2,500	\$2,375	\$2,500	\$2,500
Each monthly report submitted by Subrecipient and accepted by SDWP	\$10,000	\$9,000	\$8,000	\$7,000
Each low-risk eligible youth enrolled who achieves measurable skill gains**	\$854.94	\$595.23	\$721.49	\$859.78
Each medium-risk eligible youth enrolled who achieves measurable skill gains**	\$1,019.60	\$709.87	\$860.45	\$1,025.37
Each high-risk eligible youth enrolled who achieves measurable skill gains**	\$1,165.26	\$811.28	\$983.37	\$1,171.85
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the first quarter after exit from the WIOA Youth Program	\$819.32	\$484.00	\$499.37	\$507.05
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the second quarter after exit from the WIOA Youth Program	\$910.36	\$537.78	\$554.85	\$563.39

- * In the event of a revision to any of the Success Targets, the Fixed-Rate Payments may need to be adjusted, subject to mutual agreement of both Parties. Similarly, in the event the annual program year budget for PYs 2018-2021 is reduced, Fixed-Rate Payments may be proportionally revised
- ** Only the first documented measurable skill gain achieved by an eligible youth will result in a Fixed-Rate Payment. Any subsequent achievements of measurable skill gains will not be eligible for Fixed-Rate Payments.

P4P CONTRACT

Outcome Measures in the **P4P Contract** include both individual level measures, as well as cohort-level measures. In cohort-level Outcome Measures success is tied to the achievement of positive long-term outcomes by a group of participants. P4P Contract Outcome Measures and related Success Targets are detailed in Table 3 below.

Table 3: P4P Contract Success Targets

Outcome Measures	Baseline*	Success Targets			
		PY 2017-2018	PY 2018-2019	PY 2019-2020	PY 2020-2021
Percent of eligible youth enrolled who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the WIOA Youth Program	N/A	72%	72%	72%	72%
Median quarterly earnings of PY cohort participants who are in unsubsidized employment are at least \$1 higher than the State of California minimum wage during 8 th quarter after the end of the applicable PY **	\$4,410	\$4,830	\$4,830	\$4,830	\$4,830
Percentage of PY cohort participants who recidivated during the 8 quarters after the end of the applicable PY is lower than baseline by 10 percentage points	29%	19%	19%	19%	19%
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 8th quarter after end of the applicable PY	72%	72%	72%	72%	72%
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 12th quarter after end of the applicable PY	72%	72%	72%	72%	72%

* Baseline for PYs 2018-2021 may be adjusted, as needed based on the learnings of both Parties and with mutual agreement of both Parties, as well as in the event of a change in California minimum wage, increase in minimum requirements by the EDD, or substantial changes in San Diego County’s recidivism rates.

** Median quarterly earnings are calculated based on a 3-months quarter, 4-week month and a 35-hour week.

As set forth in the Agreement, upon achievement of a P4P Contract Payment Milestone in connection with an Outcome Measure, Subrecipient shall be entitled to a success payment as laid out in the Agreement and the Validation Plan.

P4P Contract Payment Milestones and related Bonus Payments are detailed in Table 4 below. The first Payment Milestone in Table 4 is an individual participant Payment Milestones. The remaining Payment Milestones in Table 4 are cohort-level Payment Milestones.

Payment of Bonus Payments by SDWP to Subrecipient remains subject to verification of achievement of each Payment Milestone by Independent Validator, as described in *Attachment C – Validation Plan*. In addition, in order to be eligible to receive cohort-level Bonus Payments, Subrecipient must achieve minimum enrollment of eligible youth in the program year to which the Bonus Payment applies.

Table 4: P4P Contract Success Payments

Payment Milestones	Minimum Enrollment Requirement*	Bonus Payments**			
		PY 2017-2018	PY 2018-2019	PY 2019-2020	PY 2020-2021
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the WIOA Youth Program	N/A	\$496.52	\$391.24**	\$391.24**	\$391.24**
Median quarterly earnings of PY cohort participants who are in unsubsidized employment are at least \$1 higher than the State of California minimum wage during 8 th quarter after the end of the applicable PY ***	60	****	\$14,000	\$7,000	\$7,000
Percentage of PY cohort participants who recidivated during the 8 quarters after the end of the applicable PY is lower than baseline by 10 percentage points	60	****	\$14,000	\$7,000	\$7,000
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 8th quarter after the end of the applicable PY	60	****	\$14,000	\$7,000	\$7,000
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 12th quarter after the end of the applicable PY	60	****	\$14,000	\$7,000	\$7,000

* Requirement of minimum enrollment of eligible youth does not apply to PY 2017-2018. In the event the annual program year budget for PYs 2018-2021 is reduced, minimum enrollment requirements for bonus eligibility may be appropriately revised.

** In the event of a revision to the Success Targets for the individual-level Outcome Measure, the Bonus Payments may need to be adjusted, subject to mutual agreement of both Parties. Similarly, in the event the overall annual WIOA Title I

Youth budget received by SDWP during the term of the Agreement is reduced by 30% or more in any program year and the Max Bonus Amount is reduced, Bonus Payments may be proportionally revised.

*** Median quarterly earnings are calculated based on a 3-months quarter, 4-week month and a 35-hour week.

**** PY 2018-2019 Cohort will include participants who exit in either PY 2017-2018 or PY 2018-2019, and the bonus payment amount upon reaching success target will be combined for the two years.

MAXIMUM PROGRAM YEAR ALLOCATIONS AND MAXIMUM PAYMENT POOLS FOR OUTCOME MEASURES

Table 5 below contains:

- maximum amount of Fixed-Rate Payments and Bonus Payments that Subrecipient can earn for each Outcome Measure or a set of Outcome Measures in a given program year (each a “**Maximum Payment Pool**”); and
- maximum total amount of Fixed-Rate Payments or Bonus Payments, as applicable that Subrecipient can earn for participants enrolled during a given program year (each, a “**Maximum Program Year Allocation**”).

The Parties understand that the Budget for Administrative Costs and Program Costs attached to the Agreement as [Attachment E](#) shall be updated annually, with mutual approval of the Parties, at the beginning of each program year during the Service Provision Period.

- Any changes to such budget that revises the Maximum Program Year Allocation for the Fixed-Rate Performance Contract will result in necessary revisions to the Fixed-Rate Payments in Table 2 above, and Maximum Payment Pools for Fixed-Rate Payments in Table 5 below.
- Similarly, in the event the overall annual WIOA Title I Youth budget received by SDWP from the California Workforce Board and the U.S. Department of Labor during the term of this Agreement is reduced by 30% or more in any program year as compared to the previous year, resulting in a reduced Max Bonus Amount and reduced Maximum Program Year Allocation for the P4P Contract, Bonus Payments in Table 4 above, and related Maximum Payment Pools for Bonus Payments in table 5 below shall be amended.

Table 5: Maximum Outcome Measure Payment Pools*

Fixed-Rate Performance Contract Outcome Measures	Maximum Payment Pools			
	PY 2017-2018	PY 2018-2019	PY 2019-2020	PY 2020-2021
Each new eligible youth enrolled into the WIOA Youth Program during Service Provision Period	\$75,000	\$190,020	\$225,000	\$225,000
Each monthly report submitted by Subrecipient and accepted by SDWP	\$60,000	\$108,000	\$96,000	\$84,000
Each low-risk eligible youth enrolled who achieves measurable skill gains	\$57,000	\$50,000	\$60,000	\$70,000
Each medium-risk eligible youth enrolled who achieves measurable skill gains				

Each high-risk eligible youth enrolled who achieves measurable skill gains				
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the first quarter after exit from the WIOA Youth Program	\$72,653	\$65,000	\$67,000	\$68,000***
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the second quarter after exit from the WIOA Youth Program				
Maximum Program Year Allocation for Fixed-Rate Performance Contract**	\$432,000	\$413,020	\$432,000	\$432,000
P4P Contract Outcome Measures	Maximum Payment Pools			
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the WIOA Youth Program	\$22,000	\$22,000	\$22,000	\$22,000
Median quarterly earnings of PY cohort participants who are in unsubsidized employment are at least \$1 higher than the State of California minimum wage during the 8th quarter after the end of the applicable PY	****	\$14,000	\$7,000	\$7,000
Percentage of PY cohort participants who recidivated during the 8 quarters after the end of the applicable PY is lower than baseline by 10 percentage points	****	\$14,000	\$7,000	\$7,000
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 8th quarter after the end of the applicable PY	****	\$14,000	\$7,000	\$7,000
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 12th quarter after the end of the applicable PY	****	\$14,000	\$7,000	\$7,000
Maximum Program Year Allocation for P4P Contract	\$22,000.00	\$78,000.00	\$50,000.00	\$50,000.00

- * Nothing in Table 5 above changes the fact that (i) the Agreement is subject to annual renewals, as approved by the Policy Board, and (ii) the annual program year budget is similarly subject to annual approvals by both parties. In addition, the WIOA funds in the funding pools above are allocated by SDWP for participants in the program years listed, but it is understood that some of the payments will not occur until later in time when the Outcome Measures are achieved and validated.
- ** In no event will the total amount of Fixed-Rate Payments exceed the Maximum Program Year Allocation for each program year. If Subrecipient earns the maximum amount for a number of Outcome Measures, the remaining Outcome Measures will be appropriately reduced so that no payments will be made after Subrecipient has received the Maximum Fixed-Rate Payment Allocation, as may be amended for each PY. Maximum Program Year Allocation for Fixed-Rate Performance Contract in PY 2017-2018 includes the \$167,346.24 in cost reimbursement invoiced and received by Subrecipient for services completed between July 1, 2017 and December 31, 2017.

- *** Some or all of the Fixed-Rate Payments from the Maximum Payment Pool for the education or employment Outcome Measures during 1st and 2nd quarter follow-up of PY 2020-2021 may be earned during the Follow-Up Period. The maximum amount of Fixed-Rate Payments during the Follow-Up period shall not exceed this number.
- **** PY 2018-2019 Cohort will include participants who exit in either PY 2017-2018 or 2018-2019, and the bonus payment amount upon reaching success target will be combined for the two years.

Subject to continued annual renewals of the Service Provision Period, the project will run for up to eight years, with PYs 2017-2021 dedicated to enrolling and serving eligible justice involved youth. Following the end of the Service Provision Period and the Follow-Up Period, the remaining term of the Agreement will focus on tracking program participants' Outcome Measures after program exit and the end of follow-up services.

RELEVANT DEFINITIONS FOR ATTACHMENT B

Bonus Payments shall mean bonus incentive payments for meeting long-term outcomes designated as part of the P4P Contract, as further described in [Attachment B](#) – Payment Provisions and Success Targets;

Cohort shall mean a group of Subrecipient's WIOA Youth Program participants who *exit* in a particular program year during the term of this Service Provision Period;

Earned Bonus shall mean the total amount of Bonus Payments earned by and paid to Subrecipient during the term of this Agreement;

Eligible youth shall mean a young adult who is:

- Eligible for WIOA Youth Program under the terms of WIOA, as confirmed with required supporting documentation;
- Between the ages of 16 and 24 at the time of enrollment;
- Not attending school; and
- Involved in the justice system in San Diego County at some point prior to enrollment in Subrecipient's program (i.e. be defined as "offender" under WIOA), which includes:
 - Those who are currently on probation; or
 - Those who are currently in the detention centers and about to exit; or
 - Those who are not currently on probation but have been at some point in the past;

Employment shall mean having wages recorded in the quarter, as defined by WIOA;

Enrollment in education shall mean being enrolled in any postsecondary or vocational training program during the quarter, as defined by WIOA;

Exit shall mean the *last date of service* of each individual WIOA Youth Program participant, where "last date of service" shall mean the individual has not received any services other than follow-up services for 90 days and there are no future services planned;

Feasibility Assessment shall mean the feasibility analysis completed by SDWP between June 7, 2016 and December 31, 2017 SDWP to drive better outcomes for justice-involved young adults in San Diego

County by combining the flexible WIOA P4P funding, independent validation and performance-driven service provision;

Fixed-Rate Payments shall mean performance-based fixed-rate payments for meeting outputs and positive short-term outcomes designated as part of the Performance Fixed-Rate Contract, as further described in [Attachment B](#) – Payment Provisions and Success Targets;

Fixed-Rate Performance Contract shall mean the portion of this Agreement equal in the amount to Subrecipient’s projected reasonable and allowable cost for the duration of this Agreement;

Follow-Up Period shall mean the period immediately after the completion of the Service Provision Period dedicated to completing the 12 months of follow-up services for program participants who have exited the program during the Service Provision Period, as required by WIOA;

Independent Validation Report shall mean a report issued by the Independent Validator, on a quarterly basis, following completion of its validation, and detailing which P4P Contract Payment Milestones have been achieved during the applicable Validation Period;

Independent Validator shall mean an independent third party, procured by SDWP, that serves as a validator for achievement of long-term outcomes as part of the P4P Contract;

Max Bonus Amount shall mean the total of \$200,000.00 in P4P Contract funds allocated by SDWP towards Bonus Payments (as may be revised per the terms of the Agreement in case of a significant reduction of Title I WIOA Youth Funds received by SDWP);

Maximum Payment Pool shall mean the maximum amount of Fixed-Rate Payments and Bonus Payments that Subrecipient can earn for each Outcome Measure or a set of Outcome Measures in a given program year;

Maximum Program Year Allocation shall mean the maximum total amount of Fixed-Rate Payments, or Bonus Payments, as applicable, that Subrecipient can earn for eligible participants enrolled or exited, as applicable, during a given program year;

Measurable Skill Gains shall mean a documented academic, technical, occupational, or other forms of progress toward a credential or employment, as defined in WIOA and by EDD, and as may be amended by WIOA or EDD from time to time during the Service Provision Period. Measurable skills must be one of either:

- Educational Functional Level (EFL) of a participant who is receiving instructions below postsecondary education level OR
- Documented attainment of a secondary school diploma or its recognized equivalent (must be attained before program exit) OR
- Secondary or postsecondary transcript/report card for sufficient # of credit hours that shows a participant is meeting the State unit’s academic standards OR
- Satisfactory or better progress report, towards established milestones, such as completion of OJT or 1 year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training OR

- Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge based exams;

Outcome Measures shall mean a set of outcome measures that the Parties mutually determined and agreed upon during the Feasibility Assessment, that will result in better outcomes for justice-involved young adults in San Diego County, as further detailed in [Attachment B – Payment Provisions and Success Targets](#);

P4P Contract shall mean the portion of this Agreement that includes incentive payments in the form of P4P bonus payments allocated in accordance with 20 CFR § 683.500;

Payment Milestone shall mean each time Subrecipient achieves an Outcome Measure, as specified in [Attachment B – Payment Provisions and Success Targets](#);

PY shall mean program year;

Recidivism shall mean a new conviction or true finding at any time during the time between exit and two years after the end of the PY in which eligible youth exited;

Service Provision Period shall mean the period during which Subrecipient will provide workforce services pursuant to the Agreement. Service Provision Period commences on the Effective Date and ends on June 30, 2018. Thereafter, it will automatically renew annually, subject to Policy Board approval, for additional three 1-year terms;

Success Targets shall mean final agreed-upon outcome measures and related success targets for Subrecipient's WIOA Youth Program and its participants during the term of this Agreement (including the Fixed-Rate Performance Contract and the P4P Contract), as further detailed in [Attachment B – Payment Provisions and Success Targets](#);

Validation Period shall mean each quarter during the term of this Agreement for which the Independent Validator assesses data sources and validates achievement of P4P Contract Payment Milestones; and

WIOA Youth Program shall mean WIOA youth workforce development program.

VALIDATION PLAN

This document describes a process for validation of achievement of Outcome Measures by Subrecipient's WIOA Youth Program under this Agreement. The purpose of this validation plan is twofold:

- (1) provide guidelines to validate the Payment Milestones for Subrecipient's achievement of agreed upon Outcome Measures, and
- (2) determine success payments to be paid by SDWP to Subrecipient upon achievement of these metrics.

Attachment B – Payment Provisions and Success Targets is incorporated into this Validation Plan by reference.

SDWP's Agreement with Second Chance for the Subrecipient's WIOA Youth Program is comprised of a fixed and tiered payment structure, measuring outputs and outcomes, and tying payments to two sections of the contract: 1) Fixed-Price Performance Contract, and 2) P4P Contract.

The Fixed-Price Performance Contract portion of the Agreement will measure and tie payments to short-term Outcome Measures and Payment Milestones, each as described in *Attachment B* – Payment Provisions and Success Targets.

The P4P Contract portion of the Agreement will measure and tie payments to long-term Outcome Measures and Payment Milestones, each as described in *Attachment B* – Payment Provisions and Success Targets.

For the Fixed-Price Performance Contract:

- output payments are guaranteed funding released to provider upon a) enrollment of eligible youth and b) submission of monthly performance progress reports; and
- short-term outcome payments are funds released as individual program participants meet defined employment and education success metrics.

The final Fixed-Rate Payment for each individual eligible program participant will be measured, validated by SDWP, and eligible for payment after completion of the follow-up services for the second quarter after exit from Subrecipient's training services. Achievement of output and short-term Outcome Measures and Payment Milestones under the Fixed-Price Performance Contract portion of the Agreement **will not** require independent validation, and will be validated solely by SDWP prior to payment.

For the P4P Contract, bonus payments are tied to:

- each time an individual program participant meets a defined longer-term employment and education success metric; and
- a total cohort's achievement of long term outcomes including a) median quarterly wages, b) lower recidivism rate, and c) long-term employment or educational enrollment.

For the cohort-level Outcome Measures and Payment Milestones, funds are released based on the annual performance of each cohort compared to an agreed upon baseline. These Bonus Payments will be paid out 2 and 3 years after the end of each program year. The final long-term Bonus Payment will be measured, independently validated, and eligible for payment 3 years after the end of the Service

Provision Period. **P4P Contract payments are contingent on the successful achievement of Outcome Measures and Payment Milestones as assessed and confirmed by an independent validator.**

SUMMARY OF VALIDATION METHODOLOGY AND PROCESS

This Agreement is subject to *validation*, where performance of eligible participants in Subrecipient’s WIOA Youth Program will be measured against targets that were based on national and historical data, as opposed to an *evaluation*, where a treatment group is compared to a control or comparison group with similar features.

Under the proposed *validation* methodology, the validator will collect performance data for each Outcome Measure and Payment Milestone and will use such data to judge the performance of Subrecipient.

The validator for the Fixed-Price Performance Contract Outcome Measures, Payment Milestones, and related Fixed-Rate Payments shall be SDWP.

The validator for the P4P Contract Outcome Measures, Payment Milestones, and related Bonus Payments shall be the Independent Validator.

Figure 1 below presents an overview of the Outcome Measures and Payment Milestones, including outputs, short- and long-term outcomes, to be validated. This table is broken down by contract type, validation process, Outcome Measures and timeline for measurement:

Figure 1: Outcome Measures and Payment Milestones, by Contract Type

		Outcome Measures and Payment Milestones		
		Timeline for Measurement		
FIXED-RATE PERFORMANCE CONTRACT	Validated by SDWP	Output	Each new eligible youth enrolled into the WIOA Youth Program	At enrollment
		Output	Monthly performance progress report	Monthly
		Existing WIOA Measure	Each low-, medium and high-risk eligible youth enrolled who achieves measurable skill gains	At documented measurable skills gain
		Existing WIOA Measure	Each eligible youth who is in education or training activities, or in unsubsidized employment	During the 1st and 2nd quarters after exit
PAY FOR PERFORMANCE CONTRACT	Independent Validation	Existing WIOA Measure	Each eligible youth who is in education or training activities, or in unsubsidized employment	During the 4th quarter after exit
		P4P Measure	Median quarterly earnings of PY cohort participants who are in unsubsidized employment are \$1 above California minimum wage	During 8th quarter after end of applicable program year
		P4P Measure	Percentage of PY cohort participants who recidivated is lower than baseline by 10 percentage points	During the 8 quarters after the end of applicable PY
		P4P Measure	Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment	During 8th quarter after end of applicable program year
		P4P Measure	Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment	During 12th quarter after end of applicable program year

Figure 2 below presents a high-level summary of the validation process for each of the two Agreement portions – the Fixed-Rate Performance Contract and the P4P Contract

Figure 2: Overview of Validation Process

FIXED-RATE PERFORMANCE CONTRACT	Validated by SDWP	Data Access	<ul style="list-style-type: none"> Subrecipient enters participant data into <u>CalJOBS</u>
		Invoicing & Review	<ul style="list-style-type: none"> Subrecipient invoices SDWP monthly for any Payment Milestones achieved SDWP validates achievement of Payment Milestones via CalJOBS & Subrecipient’s monthly reports
		Payment	<ul style="list-style-type: none"> SDWP issues Fixed-Rate Payments on invoice for all validated Outcome Measures met
PAY FOR PERFORMANCE CONTRACT	Independent Validation	Data Access	<ul style="list-style-type: none"> Independent Validator receives data through the various sources necessary for verifying achievement of Payment Milestones in a Validation Period, and validates achievement of P4P Contract Outcome Measures <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px 5px;">CalJOBS</div> <div style="border: 1px solid black; padding: 2px 5px;">EDD</div> <div style="border: 1px solid black; padding: 2px 5px;">Probation</div> <div style="border: 1px solid black; padding: 2px 5px;">MAI</div> <div style="border: 1px solid black; padding: 2px 5px;">NSCH</div> </div>
		Validation & Reporting	<ul style="list-style-type: none"> Independent Validator reviews relevant data sets, performs data linking, and issues an Independent Validation Report to SDWP & Subrecipient showing (in aggregate form / no PII) all Outcome Measures achieved for the Validation Period reviewed
		Payment	<ul style="list-style-type: none"> Subrecipient invoices SDWP for all Payment Milestones achieved and Bonus Payments earned, and SDWP issues payment upon receipt of independent validation report and invoice
		Payment	

- Subrecipient’s WIOA Youth Program aims to enroll and serve about 325 youth during the Service Provision Period and Follow-Up Period, subject to annual renewals.
- Each youth in Subrecipient’s WIOA Youth Program will receive WIOA youth services for approximately 2 quarters and will receive follow up services for 4 quarters after program exit. Program participants will be evaluated based the Outcome Measures Specified above and in more detail in [Attachment B](#) – Payment Provisions and Success Targets.
- The total duration of observation and validation of Outcome Measures for all eligible youth enrolled in Subrecipient’s WIOA Youth Program is expected to last approximately 8 years (subject to annual renewals of the Agreement). No additional eligible youth will be enrolled after the completion of the Service Provision Period.

REQUIREMENT OF INFORMED CONSENT

The Parties understand that in order to be able to track performance of eligible youth and validate achievement of Outcome Measures and Payment Milestones for the duration of the Agreement, each eligible youth enrolled in the WIOA Youth Program by Subrecipient must sign an informed consent.

Subrecipient will be responsible for ensuring that informed consent is signed by each of the eligible youths enrolled in the WIOA Youth Program.

VALIDATION OF OUTCOME MEASURES UNDER THE FIXED-RATE PERFORMANCE CONTRACT

Validation of Outcome Measures achieved under the Fixed-Rate Performance Contract shall be conducted by SDWP.

Validation of the Fixed-Rate Performance Contract will be made using the following data sources:

- CalJOBS database;
- monthly reports submitted by Subrecipient to SDWP for the duration of the Service Provision Period.

**Figure 3: Fixed-Rate Performance Contract
Indicators of Outcome Measures Achieved and Related Data Sources**

Indicator of Outcome Measure and Payment Milestone Achieved	Data Source			
Each new eligible youth enrolled into the WIOA Youth Program during Service Provision Period	CalJOBS	Monthly Report from Subrecipient	Participant Case File	
Each monthly report submitted by Subrecipient and accepted by SDWP	CalJOBS	Monthly Report from Subrecipient	Participant Case File	
Each low-risk eligible youth enrolled who achieves measurable skill gains*	CalJOBS	Monthly Report from Subrecipient	Participant Case File	Probation
Each medium-risk eligible youth enrolled who achieves measurable skill gains*	CalJOBS	Monthly Report from Subrecipient	Participant Case File	Probation
Each high-risk eligible youth enrolled who achieves measurable skill gains*	CalJOBS	Monthly Report from Subrecipient	Participant Case File	Probation
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the first quarter after exit from the WIOA Youth Program	CalJOBS**	Monthly Report from Subrecipient	Participant Case File	
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the first quarter after exit from the WIOA Youth Program	CalJOBS**	Monthly Report from Subrecipient	Participant Case File	

* Risk level of each eligible program participant enrolled in Subrecipient’s WIOA Youth Program shall be obtained by Subrecipient from the San Diego Probation department, and included (i) as attachment to individual’s case management file, and/or (ii) in the monthly report from Subrecipient to SDWP, in summary form (no PII). Only the first documented measurable skill gain achieved by an eligible youth will result in a Fixed-Rate Payment. Any subsequent achievements of measurable skill gains will not be eligible for Fixed-Rate Payments.

** To expedite validation and payment of Fixed-Rate Payments, SDWP will validate achievement of Fixed-Rate Performance Contract Payment Milestones via CalJOBS and related documentation in the participant case file and monthly report.

Thereafter, following receipt of wage data from EDD, SDWP reserves the right to re-verify achievement of employment outcomes. In the event EDD data does not match CalJOBS data, Subrecipient may owe a refund to SDWP for the un-verified Payment Milestones.

Validation Steps:

1. Subrecipient case management and tracking
 - a. Subrecipient will track the performance of each eligible youth enrolled in Subrecipient's WIOA Youth Program
 - b. Subrecipient shall input all the required data in the CalJOBS data system and the monthly reports to SDWP, as appropriate, including all data related to the Fixed-Rate Performance Contract Outcome Measures and all documentation required by WIOA (activity codes, case notes, follow-up forms, etc.). The data tracked and collected by Subrecipient shall be enough to allow SDWP to verify:
 - i. Number of eligible youth enrolled into the WIOA Youth Program each month during Service Provision Period
 - ii. Risk level of each eligible youth enrolled, as provided by San Diego Probation dept
 - iii. Each time an eligible youth achieves measurable skill gains
 1. Measurable skills gain should be tracked in CalJOBS using distinct and appropriate youth activity codes defined by EDD
 - iv. Each time an eligible youth exits
 - v. Whether an eligible youth is in education or training activities, or in unsubsidized employment, during the first quarter after exit from the WIOA Youth Program (including completed follow-up form)
 - vi. Whether an eligible youth is in education or training activities, or in unsubsidized employment, during the second quarter after exit from the WIOA Youth Program (including completed follow-up form)
2. Monthly Invoices
 - a. Each month, Subrecipient shall invoice SDWP for all Payment Milestones reached and Outcome Measures achieved under the Fixed-Rate Performance Contract in the prior month of the Service Provision Period or the Follow-Up Period, as applicable
 - i. Total amount of Fixed-Rate Payments invoiced shall not exceed the Maximum Payment Pools for applicable Outcome Measure(s) in a given program year, or the annual Maximum Program Year Allocations, as further detailed in [Attachment B – Payment Provisions and Success Targets](#)
3. Verification of achievement of Payment Milestones
 - a. Upon receipt of the invoice, SDWP shall review participant eligibility and performance data via CalJOBS data system, the monthly reports submitted by Subrecipient, and participant case files, if necessary, and cross-reference such data with the Payment Milestones listed in the invoice
4. Payment of Fixed-Rate Payments
 - a. Following completion of this verification process, SDWP shall issue payment to Subrecipient for all confirmed/validated Payment Milestones reached and Fixed-Rate Payments earned
 - b. The Fixed-Rate Payments for each of the Outcome Measures shall not exceed the payment pool amount for each of the Outcome Measures, as specified in Exhibit B – Payment Provisions and Success Targets

5. Upon receipt of EDD wage data files (which arrives with a 6-month delay), SDWP may re-verify employment Outcome Measures using EDD wage data file. In the event EDD data for a program participant does not match CalJOBS data, Subrecipient may owe a refund to SDWP for the Payment Milestones received for such program participant.

INDEPENDENT VALIDATION OF OUTCOME MEASURES UNDER THE P4P CONTRACT

Validation of the P4P Contract will be made using the following data source:

- CalJOBS database;
- monthly reports submitted by Subrecipient to SDWP for the duration of the Service Provision Period;
- EDD tax data;
- Probation conviction/true finding data;
- Multi-Agency Interface conviction/true finding data; and
- National Student Clearing House (NSCH) enrollment in post-secondary education data.

Validation of Outcome Measures achieved under the P4P Contract shall be conducted by the Independent Validator.

Data sets from the databases listed above shall be requested and received by the Independent Validator for each Validation Period.

The Independent Validator will be responsible for complying with all security and privacy laws, rules and restrictions associated with each dataset. In cases where a data use agreement (DUA) governs access, the Independent Validator will be responsible for compliance. In cases where there is no DUA or clear restrictions associated with the data, the Independent Validator will need to comply with all its internal policies to ensure that sensitive data are kept secure and private.

Frequency of Independent Validation Periods:

- The first Validation Period shall be for the period between January 1, 2019 and March 31, 2019.
- The last Validation Period shall be for the period between April 1, 2024 and June 30, 2024.
- Validation Periods shall be quarterly between January 1, 2019 and June 30, 2022.
- Thereafter, Validation Periods shall be biannual.

Figure 4: P4P Contract Indicators of Outcome Measures Achieved and Related Data Sources

Indicator of Outcome Measure Achieved	Baseline*	Minimum Enrollment Reqs**	Data Source		
Each eligible youth who is in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the WIOA Youth Program****	N/A	N/A	CalJOBS	Monthly Report from Subrecipient	Participant Case File
Median quarterly earnings of PY cohort participants who are in unsubsidized employment are at least \$1 higher than the	\$4,410	60	EDD		

State of California minimum wage during 8th quarter after the end of the applicable PY ***					
Percentage of PY cohort participants who recidivated during the 8 quarters after the end of the applicable PY is lower than baseline by 10 percentage points***	29%	60	Probation	MAI	
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 8th quarter after the end of the applicable PY***	72%	60	EDD	NSCH	
Percentage of PY cohort participants who are in education or training activities, or in unsubsidized employment, during the 8th quarter after the end of the applicable PY***	72%	60	EDD	NSCH	

- * . Baseline is set for PY 2017-2018. Baseline for PYs 2018-2021 may be adjusted, as needed, based on the learnings of both Parties and with mutual agreement of both Parties, as well as in the event of a change in California minimum wage, increase in minimum requirements by the EDD, or substantial changes in San Diego County’s recidivism rates.
- ** Requirement of minimum enrollment of eligible youth does not apply to PY 2017-2018. In the event the annual program year budget for PYs 2018-2021 is reduced, minimum enrollment requirements for bonus eligibility may be appropriately revised.
- *** Median quarterly earnings are calculated based on a 3-months quarter, 4-week month and a 35-hour week. Calculation of achievement of PY 2018-2019 Cohort-level Outcome Measures will include participants who exit in either PY 2017-2018 or PY 2018-2019. No cohort-level tracking will be conducted for participants who exit in PY 2017-2018.
- **** To expedite validation and payment of Bonus Payments for individual level Outcome Measures, Independent Validator will validate achievement of such Payment Milestones via CalJOBS. Thereafter, following receipt of wage data from EDD by SDWP, SDWP reserves the right to re-verify achievement of employment outcomes. In the event EDD data does not match CalJOBS data, Subrecipient shall owe a refund to SDWP for the un-verified Payment Milestones.

Validation Steps:

1. Data Access

- a. Following the completion of each Validation Period, as well as the passage of necessary time to compile the data by the data source agencies, Independent Validator shall request data from the applicable data sources listed above, for all program participants who have exited from services
- b. For Validation Periods between January 1, 2019, and March 31, 2021, Independent Validator shall request only the CalJOBS data set to review the individual-level Outcome Measure achievement by program participants
- c. Starting with the Validation Period for the time between April 1 and June 30, 2021 and all Validation Periods thereafter, Independent Validator shall request the following data:
 - i. For the individual level Outcome Measure under the P4P contract, Independent Validator shall request CalJOBS data for each quarterly Validation Period
 - ii. For all the cohort-level Outcome Measures under the P4P contract, Independent Validator shall request data from the following sources for each Validation Period ending on June 30th or December 31st:
 - 1. Probation
 - 2. MAI
 - 3. EDD
 - 4. NSCH

- d. The Parties understand that the data access for the cohort-level Outcome Measures will be available with a minimum of a 6-months delay.
2. Data Analysis
- a. Upon receipt of data, Independent Validator shall review participant data, whether on an individual or cohort basis, and confirm which of the Payment Milestones have been reached and Outcome Measures achieved in the corresponding Validation Period.
 - b. For individual-level Outcome Measure, Independent Validator shall confirm the number of eligible participants who met the employment/education Outcome Measure and calculate the number of Payment Milestones reached.
 - c. For cohort-level Outcome Measures, Independent Validator shall first confirm whether applicable minimum enrollment requirement has been met for the particular program year, and then calculate the percent or median rates for the cohort, as applicable, and determine whether a Payment Milestone was reached for such cohort.
 - i. Minimum enrollment requirement calculation shall only be confirmed for Validation Periods ending on June 30th.
3. Data Linking
- a. For Outcome Measures focused on the percentage of cohort participants who are in education or training activities, or in unsubsidized employment, Independent Validator shall link relevant data sets from EDD and NSCH for program participants in the cohort
4. Independent Validation Report
- a. Upon completion of data access and analysis, Independent Validator shall issue an Independent Validation Report to SDWP and Subrecipient, which shall include aggregate level participant data (no Personally Identifiable Information, or PII) and, among other things, shall specify:
 - i. For the individual level Outcome Measure, how many program participants successfully achieved such Outcome Measure and the total amount in Bonus Payments earned in connection with such achievement
 - ii. For cohort-level Outcome Measures, the percent or median rates, as applicable, reached by the cohort, and whether a Bonus Payment was earned for each Outcome Measure
5. Invoice
- a. Upon receipt of Independent Validation Report, Subrecipient shall invoice SDWP for all Payment Milestones reached Bonus Payments earned for such Validation Period
6. Payment of Bonus Payments
- a. Upon receipt of the invoice, SDWP shall confirm that the invoice matches the Independent Validation Report and shall issue payment to Subrecipient for all confirmed/independently validated Payment Milestones reached and Bonus Payments earned
 - b. The Bonus Payments for each of the Outcome Measures shall not exceed the payment pool amount for each of the P4P Contract Outcome Measures, as specified in Exhibit B – Payment Provisions and Success Targets
 - c. The Earned Bonus shall not exceed the Max Bonus Amount

RELEVANT DEFINITIONS FOR THE VALIDATION PLAN

Bonus Payments shall mean bonus incentive payments for meeting long-term outcomes designated as part of the P4P Contract, as further described in [Attachment B – Payment Provisions and Success Targets](#);

Cohort shall mean a group of Subrecipient’s WIOA Youth Program participants who *exit* in a particular program year during the term of this Agreement

Earned Bonus shall mean the total amount of Bonus Payments earned by and paid to Subrecipient during the term of this Agreement;

Eligible youth shall mean a young adult who is:

- Eligible for WIOA Youth Program under the terms of WIOA, as confirmed with required supporting documentation;
- Between the ages of 16 and 24 at the time of enrollment;
- Not attending school; and
- Involved in the justice system in San Diego County at some point prior to enrollment in Subrecipient’s program (i.e. be defined as “offender” under WIOA), which includes:
 - Those who are currently on probation; or
 - Those who are currently in the detention centers and about to exit; or
 - Those who are not currently on probation but have been at some point in the past.

Employment shall mean having wages recorded in the quarter, as defined by WIOA;

Enrollment in education shall mean being enrolled in any postsecondary or vocational training program during the quarter, as defined by WIOA;

Exit shall mean the *last date of service* of each individual WIOA Youth Program participant, where “last date of service” shall mean the individual has not received any services other than follow-up services for 90 days and there are no future services planned;

Feasibility Assessment shall mean the feasibility analysis completed by SDWP between June 7, 2016 and December 31, 2017 SDWP to drive better outcomes for justice-involved young adults in San Diego County by combining the flexible WIOA P4P funding, independent validation and performance-driven service provision;

Fixed-Rate Payments shall mean performance-based fixed-rate payments for meeting outputs and positive short-term outcomes designated as part of the Performance Fixed-Rate Contract, as further described in [Attachment B – Payment Provisions and Success Targets](#);

Fixed-Rate Performance Contract shall mean the portion of this Agreement equal in the amount to Subrecipient's projected reasonable and allowable cost for the duration of this Agreement;

Follow-Up Period shall mean the period immediately after the completion of the Service Provision Period dedicated to completing the 12 months of follow-up services for program participants who have exited the program during the Service Provision Period, as required by WIOA;

Independent Validation Report shall mean a report issued by the Independent Validator, on a quarterly basis, following completion of its validation, and detailing which P4P Contract Payment Milestones have been achieved during the applicable Validation Period;

Independent Validator shall mean an independent third party, procured by SDWP, that serves as a validator for achievement of long-term outcomes as part of the P4P Contract;

Max Bonus Amount shall mean the total of \$200,000.00 in P4P Contract funds allocated by SDWP towards Bonus Payments (as may be revised per the terms of the Agreement in case of a significant reduction of Title I WIOA Youth Funds received by SDWP);

Maximum Payment Pool shall mean the maximum amount of Fixed-Rate Payments and Bonus Payments that Subrecipient can earn for each Outcome Measure or a set of Outcome Measures in a given program year;

Maximum Program Year Allocation shall mean the maximum total amount of Fixed-Rate Payments, or Bonus Payments, as applicable, that Subrecipient can earn for eligible participants enrolled or exited, as applicable, during a given program year;

Measurable Skills Gain shall mean a documented academic, technical, occupational, or other forms of progress toward a credential or employment, as defined in WIOA and by EDD, and as may be amended by WIOA or EDD from time to time during the Service Provision Period. Measurable skills must be one of either:

- Educational Functional Level (EFL) of a participant who is receiving instructions below postsecondary education level OR
- Documented attainment of a secondary school diploma or its recognized equivalent (must be attained before program exit) OR
- Secondary or postsecondary transcript/report card for sufficient # of credit hours that shows a participant is meeting the State unit's academic standards OR
- Satisfactory or better progress report, towards established milestones, such as completion of OJT or 1 year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training OR
- Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge based exams;

Outcome Measures shall mean a set of outcome measures that the Parties mutually determined and agreed upon during the Feasibility Study, that will result in better outcomes for justice-involved young

adults in San Diego County, as further detailed in [Attachment B – Payment Provisions and Success Targets](#);

P4P Contract shall mean the portion of this Agreement that includes incentive payments in the form of P4P bonus payments allocated in accordance with 20 CFR § 683.500;

Payment Milestone shall mean each time Subrecipient achieves an Outcome Measure, as specified in [Attachment B – Payment Provisions and Success Targets](#);

PY shall mean program year;

Recidivism shall mean a new conviction or true finding at any time during the time between exit and two years after the end of the PY in which eligible youth exited;

Service Provision Period shall mean the period during which Subrecipient will provide workforce services pursuant to the Agreement. Service Provision Period commences on the Effective Date and ends on June 30, 2018. Thereafter, it will automatically renew annually, subject to Policy Board approval, for additional three 1-year terms;

Success Targets shall mean final agreed-upon outcome measures and related success targets for Subrecipient's WIOA Youth Program and its participants during the term of this Agreement (including the Fixed-Rate Performance Contract and the P4P Contract), as further detailed in [Attachment B – Payment Provisions and Success Targets](#);

Validation Period shall mean each quarter during the term of this Agreement for which the Independent Validator assesses data sources and validates achievement of P4P Contract Payment Milestones;

WIOA Youth Program shall mean WIOA youth workforce development program.

**WIOA YOUTH NETWORK
PROGRAM PERFORMANCE MEASURES**

The Workforce Innovation and Opportunity Act (WIOA) requires a comprehensive accountability system to determine the effectiveness of services provided through the Youth Service Provider (YSP) Network. The YSP will work closely with the San Diego Workforce Partnership (SDWP) in implementing state and local performance and attaining the prescribed standards for the delivery of services.

1) Enrollment Plan

YSPs are accountable for the total actual number of participants enrolled in the program year compared to the total planned number of participants enrolled, as stated in their Program Operating Plan (POP). YSPs will be held accountable to cumulative quarterly plans, and will be determined at Corrective Action Level if enrollments fall below 80% of their cumulative quarterly enrollment plan, but must be at 100% of enrollment goal by the end of the program year. Only 25% of the Subrecipient carry-ins will count toward total enrollment for the program year.

Measure	Corrective Action Level (Q1, Q2, Q3)	Corrective Action Level (Q4-Cumulative)
Total Enrollments - # of Youth	80% of Plan	100% of Plan

2) Common Measures

YSPs are accountable for the following outcomes on a quarterly basis and will be placed on corrective action if they fail to meet these goals. This will be determined by their cumulative performance achieved by the end of each follow-up quarter. (1st Quarter, 2nd Quarter, 3rd Quarter, and 4th Quarter).

Contract Accountability Measures	Timing	Performance Target	Corrective Action Level
Measurable Skills Gain	During Program Year	55%	50%
Credential Attainment	4 th Quarter Follow-Up	65%	60%
Placement in Education, Training or Employment	1 st Quarter Follow-Up	Tracking*	Tracking*
Placement in Education, Training or Employment	2 nd Quarter Follow-Up	75%	70%
Median Earnings	2 nd Quarter Follow-Up	Baseline**	Baseline**
Placement in Education, Training, or Employment	4 th Quarter Follow-Up	75%	70%

*Tracking Measure

Data will be tracked by SDWP and will provide key indicator in the area of placement.

**Baseline

A baseline creates a starting point used for comparisons for new performance measures. SDWP will track the performance of each YSP for measurable skills gain and median earnings.

3) Data Entry Process Measures

YSPs are accountable for the following process measures and standards to ensure data is entered in a timely manner and youth are actively engaged in services. Timely data entry must be entered within five (5) business days after the date of any individual activity. YSPs will be held accountable for these measures on a quarterly basis.

Measure	Definition	Corrective Action Level
Late Data Entry	CalJOBS data entry that is entered later than five (5) working days and is based on the total number of CalJOBS data entered.	No more than 5%
90 Days No Service	Of the total number of youth participants exited from CalJOBS, the number of youth participants with a Closure Form automatically generated by the system due to no services being entered for at least 90 days.	No more than 5%

4) Expenditures

YSPs will be held accountable for their actual expenditure amount per month, as stated in their Expenditure Plan. YSPs may be placed on Corrective Action if expenditures fall below 80% by the end of the program year and funds may be reduced to match actual expenditures from previous program year.

5) Warning and Corrective Action

SDWP will monitor the performance of the YSP throughout the program year using 1) data reporting from the program’s system of record, 2) monitoring reports, 3) financial reports from SDWP’s finance team and 4) other program reporting requirements as specified in contract and/or requested by SDWP. Refer to SDWP organizational Corrective Action Policy, per the Operations Manual and current Operations Issuances.

If at any time the Subrecipient is performing below the performance target but above the corrective action level, the Program Specialist will issue a warning letter. Your program performance will be tracked and assessed during the next quarter to determine if the deficiency continues. If the deficiency continues compliance with performance accountability measures will be used to determine whether a corrective action plan is required for that quarter. Compliance with performance tracking measures will be monitored and reviewed but are not subject to a corrective action. Subrecipient(s) performance trends and completion of corrective action plans will be a critical input to all contract renewal decisions.

Failure to comply with the required use of the data management system, and/or falling below or at corrective action performance levels may result in the Subrecipient(s) being subject to revocation of the Contract by the Workforce Development Board (WDB) and/or Policy Board.

6) Definitions

Exclusionary Exit

Participants can be excluded from the Performance Measures, at the time of closure, for any of the following Global Exclusions that precludes the participant from entering into employment or participating in services:

- **Institutionalized:** The participant exits the program because he or she has become incarcerated in a correctional institution or has become a resident of an institution or facility providing 24-hour support such as a hospital or treatment center during receiving services as a participant.
- **Health/Medical:** The participant exits the program because of a medical treatment and that treatment is expected to last longer than 90 days and precludes entry into unsubsidized employment or continued participation in the program.
- **Deceased:** The participant is deceased.
- **Reservist called to Active Duty:** The participant exits the program because the participant is a member of the National Guard or other reserve military unit of the armed forces and is called to active duty for at least 90 days.

Program Performance Measures - Youth

- **Relocated to a Mandated Program:** The participant is in the foster care system as defined in 45 CFR 1355.20(a), and exits the program because the participant has moved from the local workforce area as part of such a program or system.

Common Measures

- A. Credential Attainment: The percentage of those participants enrolled in education or training program (excluding those in OJT and Customized Training) who attained (a) a recognized postsecondary credential OR (b) secondary school diploma, or its recognized equivalent, during participation through 4th quarter follow-up.

If option b, the participant must also be: employed, or enrolled in an education, or training program leading to a recognized postsecondary credential.

- B. Placement: The percentage of program participants who are in education or training activities, or in unsubsidized employment, who completed a 1st, 2nd, and 4th quarter follow-up during the reporting period. (Each quarter is tracked separately)
- C. Measurable Skills Gain: The percentage of program participants who, during a program year, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. MSG should be based on the participants Individual Service Plan.

Five Ways to meet MSG Measure:

- Documented achievement of at least 1 Educational Functional Level (EFL) of a participant who is receiving instructions below postsecondary education level OR
- Documented attainment of a secondary school diploma or its recognized equivalent (must be attained before program exit) OR
- Secondary or postsecondary transcript/report card for sufficient # of credit hours that shows a participant is meeting the State unit's academic standards OR
- Satisfactory or better progress report, towards established milestones, such as completion of OJT or 1 year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training OR
- Successful passage of an exam that is required for an occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge based exams.

- D. Median Earning Gain: The median earning of participants who are in unsubsidized employment during 2nd quarter follow-up.

7) Follow-up Services

YSPs must provide follow-up services for at least 12 months for all participants, regardless of intensity of services, after youth exit the program. These services may include, but are not limited to: technical skills training, peer counseling, adult mentoring, crisis intervention, life skills, emergency support, incentives, and supportive services. These services will help participants ensure that they meet and maintain their career goals and job retention. Documentation of activities must be recorded in the local data system.

Subrecipient	San Diego Second Chance
CFDA #	17.259
Contract #	126-16
Work Experience %	25%
Funding Stream	Out-of-School

Cost Allocation Plan Attached Indirect Cost Agreement Attached (If applicable)

Category: Personnel Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation(s) for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Director of Youth Programs	Provides direct supervision of the program design and implementation of the design. Responsible for training, quality assurance, fidelity, and adherence to the contract agreements.	
Program Coordinator	Manages project activities and supervises direct program staff. Will be responsible for the day to day management of the program including but not limited to: project outcomes management, coordinating program activities, and project reporting.	
Case Manager (2)	Conducts outreach, develops individual service strategies, administers supportive services and assists youth in navigating resources in order to achieve success. Also provides career counseling, facilitates workshops and provides follow up services. Assists youth in management and maintenance of work experience.	
Youth Development and Outreach Specialist	Responsible for facilitating youth development activities such as field trips, life skills groups and youth engagement activities. This position will also focus largely on recruitment and building rapport with potential youth participants.	
Youth Business Services Representative	Conducts individualized employer outreach based on labor market data, career pathways tracks, and interests of youth participants. Is the lead on developing paid work experience opportunities, facilitates work readiness workshops, prepares youth	

Category: Personnel Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation(s) for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
	for interviews, and provides job placements services to all enrolled youth participants.	
Senior Staffing Accountant	Prepares program invoices, processes youth stipend payments, incentives, and provides fiscal reporting for the program.	
Fringe Benefits:	Includes federal and state statutory taxes, medical, life insurance, and workers' compensation insurance. Fringe costs is calculated @ 19% of salaries cost	Includes employer taxes which averages approximately 9.0%. These include FICA at 6.2% the first \$128,700 of salary; Medicare of 1.45% of total salary; California Unemployment tax of 6.2% up to the first \$7,000 of salary. Employer paid health insurance cost is based on age but the average is approximately 11.0%. These benefits combined and averaged for the organization approximates 19%. Actual costs will be included on all reimbursement invoices.

Category:	Participant Costs	
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation(s) for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Assessments	TABE –Assessments that measure basic academic skills level	Approx. \$10.00 x 100 tests = Total \$1000.00
Participant Wages	Subsidized wages for youth participating in paid work experiences such as an internship or On the Job Training placements. Calculation includes taxes and insurance \$11.50/hour + \$6.05 Fringe/Tax = \$17.55/hour	Approx. 15 youth x \$17.55/hour x 100 hours Total = \$26,325.00 (Work Experience)
Supportive Services	Provides youth supportive services such as clothing, work uniform/tools, clothes and shoes, supplies, short term childcare, emergency housing, etc. (not including buss passes- separate line item)	Approx. 35 youth x \$100 Total= \$3,500.00
Incentives	Payments made to youth in the form of a check or gift cards for participation in program activities. Incentive amounts will vary depending on program achievements, attendance and participation. Incentives are used to reward participants and encourage continued participation. See Incentive Policy.	Approx. 30 youth x \$100 = \$3,000.00 (Work Experience) Approx. 30 youth x \$100 = \$3,000.00 (non-work Experience) Total= \$6,000.00
Stipends	A stipend is a payment made to an individual participating in a training activity (education, occupational, or job readiness) at Second Chance. Stipends amounts are based on participation, attendance, behavior etc. See Stipend Policy. Examples: Future Leaders Workshop (Job Readiness Training) = 4 weeks HBI PACT (OST) = 6 weeks	Approx. 20 youth x (\$75.00 x 2) = \$3000.00 Approx. 20 youth x (\$75.00 x 6) = \$9000.00 Total = \$12,000.00 (Work Experience)

Category: Participant Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation(s) for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Bus Passes	Bus passes provided to youth participants for transportation to and from program related activities such as school, field trips, job interviews etc. Bus passes are distributed based on identified need in the Individual Service Strategy. Adult pass: \$74.00 ea Daily passes \$6.00 ea	Approx. (30 x daily passes \$6) x 12 months Total Daily Passes= \$2,160.00 Approx. (12 x monthly passes \$74) x 12 months Total Monthly Passes= \$10,656.00 Total= \$12,816.00
Participant Training Supplies	Training related supplies such as tools, equipment, uniforms, workbooks, school supplies, etc. needed during Job Readiness Trainings, OST, or other related training courses/classes.	Approx. 30 youth x \$50.00 Total= \$1500.00
Certification/ Credential Fees	The Fees and costs associated with a participant registering for and completing a certification program that is necessary to complete to achieve program objectives.	Approx. \$225.00 x 40 youth = Total: \$9,000.00 (Work Experience)
Tuition and School Fees	Tuition and fees related to youth attendance in community college, bridge programming, vocational training, or other post-secondary institution.	Approx. \$200.00 x 5 youth = Total = \$1000.00
HBI PACT License	Agreement between Second Chance and Home Builders Institute (HBI) for the use of the PACT Plumbing Curriculum for one year to provide instruction to the youth.	Total = \$2000.00

Category: Furniture & Equipment Purchase Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Small Purchases Unit Cost \$1,000 - \$5,000	Training materials for Future Leaders Workshops (FLW) and training materials needed for HBI PACT curriculum (ex: composition notebooks, tools, lumber, piping, cement etc) -As needed: printers and office furniture	Approx. \$1000.00
Equipment Purchase Over \$5,001	N/A	
Lease	N/A	
Software	N/A	

Category: Facilities & Infrastructure Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Rent	The cost associated with maintaining the building at 6145 Imperial Ave, San Diego CA 92114 are pooled and allocated among agency programs on a monthly basis. These occupancy costs include space cost, utilities, repairs/maintenance and IT support. These costs are allocated among programs on an full time equivalency (FTE) basis. That is, total monthly occupancy costs are divided by total agency FTEs and allocated among programs by the program's FTE as a percentage of total FTEs. Total number for FTE's allocated to this contract is 4.0 FTEs	\$2000.00/mo (4.0 FTEs) x 12 mo. = Total = \$24,000.00

Category: Facilities & Infrastructure Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Utilities	The cost associated with utilities for 4.0 FTEs	\$450.00/mo. X 12 mo = Total = \$5400.00
Equipment Repair & Maintenance	The costs associated with IT support for 4.0 FTEs	\$150.00/mo x 12 mo = Total = \$1,800.00
Communications	Reimbursement for business use of personal cell phones for program staff. Calculated at approximately \$40/month x 3 staff x 12 months.	\$40.00/mo. X 3.0FTEs x 12 mo = Total = \$1440.00
Database	The cost associated with the organization maintaining an internal database to monitor program outcomes.	Total= \$4000.00

Category: Programmatic Subcontract Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Pre Apprenticeship Mentorship Coordinator	This is a shared position between Bill Howe Plumbing and Second Chance. This position will coordinate pre-apprenticeship training; industry recognized certifications for youth, mentor matching with industry professionals and on the job training opportunities at building trades companies. This position is no more than 1000 hours per year, 50% of which is allocated to the WIOA contract.	(\$30.00/hr + \$9.89 Fringe and tax) x 1000 hours per year x 50% Total= \$19,945.00
Pre Apprenticeship Instructor	Provides instruction to youth interested in careers in the building trades. The position will facilitate the HBI Pre-Apprenticeship Certificate Training (PACT). This position is no more than 600 hours per year, 50% of which is allocated to the WIOA contract.	(\$30.00/hr + \$9.89 Fringe and Tax) x 600 hours per year x 50% Total= \$11,967.00

Category: Supplies Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Office Supplies	Supplies used in the delivery of services by staff including: postage, and other consumables.	Approx. \$166.66/mo x 12 months = Total = \$2,000.00
Postage/Delivery	N/A	
Printing/Copying	Copying materials for delivery of services by staff as well as copies made for PR and advertising for recruitment purposes.	Approx. \$47.92/mo x 12 mo = Total = \$575.00

Category: Staff Training & Travel Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Professional Development	Program related training and conferences such as California Workforce Association, case management training, motivational interviewing training, positive youth development, and trauma informed care training.	Approx. \$2416.00
Conference Registration	Included in above cost	

Category: Staff Training & Travel Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Local Mileage	In town mileage reimbursement for program related travel.	Approx. \$.50/mile x 41.67miles/mo x 12 mo. X 4.0 FTEs = Approx. Total = \$1000.00
Travel Costs	N/A	

Category: Other Costs		
Line Item(s)	Justification	Calculation
<i>Must Match Name Listed on Project Budget Detail</i>	<i>Describe the costs related to the line item in detail. Include any applicable work experience justification and in-kind as listed on the budget shell.</i>	<i>Provide the cost calculation for non-personnel. Approximations must be +/- \$10 and up to two decimal points</i>
Audit Costs	Additional cost of compliance audit by outside CPA firm which is required under the U.S. Office of Management and Budget Circular A-133	Total = \$1,000.00
Insurance Costs	Portion of agency insurance costs necessary for program activities.	Total = \$1,000.00
Outreach & Recruitment Costs	Costs related to outreach and recruitment	Total = \$450.00
Indirect Cost Agreement (If applicable)	A 10% indirect cost rate has been applied.	

Personnel Detail

Subrecipient:	San Diego Second Chance
CFDA #	17.259
Contract #	126-16
Work Experience %	32%
Period of Performance	7/1/2018 to 6/30/2019

1. Enter Subrecipient information in column C.
 2. Select funding stream in row 8. If there are two or

PERSONNEL COSTS	Annualized	Out of School						Total	
		Metro							
		Support		Program					
				Work Experience		Non Work Experience			
Position	Salary	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount
Director of Youth Programs	70,000	0.00%		0.00%		43.00%	30,100	43.00%	30,100
Program Coordinator	47,500	0.00%		20.00%	9,500	30.00%	14,250	50.00%	23,750
Case Manager #1	41,600	0.00%		20.00%	8,320	80.00%	33,280	100.00%	41,600
Case Manager #2	41,600	0.00%		20.00%	8,320	80.00%	33,280	100.00%	41,600
Youth Business Services Representative	41,600	0.00%		55.50%	23,088	0.00%		55.50%	23,088
Youth Development and Outreach Specialist	41,600	0.00%		20.00%	8,320	30.00%	12,480	50.00%	20,800
Senior Staffing Accountant	59,000	10.00%	5,900	0.00%		0.00%		10.00%	5,900
Staff Position #8		0.00%		0.00%		0.00%		0.00%	0
Staff Position #9		0.00%		0.00%		0.00%		0.00%	0
Staff Position #10		0.00%		0.00%		0.00%		0.00%	0
Staff Position #11		0.00%		0.00%		0.00%		0.00%	0
Staff Position #12		0.00%		0.00%		0.00%		0.00%	0
Staff Position #13		0.00%		0.00%		0.00%		0.00%	0
Staff Position #14		0.00%		0.00%		0.00%		0.00%	0
Staff Position #15		0.00%		0.00%		0.00%		0.00%	0
Staff Position #16		0.00%		0.00%		0.00%		0.00%	0
Staff Position #17		0.00%		0.00%		0.00%		0.00%	0
Staff Position #18		0.00%		0.00%		0.00%		0.00%	0
Staff Position #19		0.00%		0.00%		0.00%		0.00%	0
Staff Position #20		0.00%		0.00%		0.00%		0.00%	0
Staff Position #21		0.00%		0.00%		0.00%		0.00%	0
Staff Position #22		0.00%		0.00%		0.00%		0.00%	0
Staff Position #23		0.00%		0.00%		0.00%		0.00%	0
Staff Position #24		0.00%		0.00%		0.00%		0.00%	0
Staff Position #25		0.00%		0.00%		0.00%		0.00%	0
Staff Position #26		0.00%		0.00%		0.00%		0.00%	0
Staff Position #27		0.00%		0.00%		0.00%		0.00%	0
Staff Position #28		0.00%		0.00%		0.00%		0.00%	0
Staff Position #29		0.00%		0.00%		0.00%		0.00%	0
Staff Position #30		0.00%		0.00%		0.00%		0.00%	0
Total Salaries	342,900.00		5,900.00		57,548.00		123,390.00		186,838.00
Fringe Benefits Cost			1,121.00		10,935.00		23,445.00		35,500.00
Fringe Benefit Rate (input two decimal only)	19.00%								
Total FTEs Budgeted		0.1		1.4		2.6		4.1	
TOTAL PERSONNEL COSTS			7,021.00		68,483.00		146,835.00		222,338.00

Personnel Detail In-Kind Match

Instructions: Enter Data Into Blue Cells Only. Remaining Cells Will Self-Populate

Subrecipient:	San Diego Second Chance
CFDA #	17.259
Contract #	126-16
Period of Performance	07/01/2018-06/30/2019

PERSONNEL COSTS	Annualized	In Kind/ Cash Match					
		Support		Program		Total	
Salaries	Salary	Percent	Amount	Percent	Amount	Percent	Amount
Director of Youth Programs	70,000	0.00%		0.00%		0.00%	0
Program Coordinator	47,500	0.00%		0.00%		0.00%	0
Case Manager #1	41,600	0.00%		0.00%		0.00%	0
Case Manager #2	41,600	0.00%		0.00%		0.00%	0
Youth Business Services Rep	41,600	0.00%		0.00%		0.00%	0
Youth Development and Ou	41,600	0.00%		0.00%		0.00%	0
Senior Staffing Accountant	59,000	0.00%		0.00%		0.00%	0
Staff Position #8	0	0.00%		0.00%		0.00%	0
Staff Position #9	0	0.00%		0.00%		0.00%	0
Staff Position #10	0	0.00%		0.00%		0.00%	0
Staff Position #11	0	0.00%		0.00%		0.00%	0
Staff Position #12	0	0.00%		0.00%		0.00%	0
Staff Position #13	0	0.00%		0.00%		0.00%	0
Staff Position #14	0	0.00%		0.00%		0.00%	0
Staff Position #15	0	0.00%		0.00%		0.00%	0
Staff Position #16	0	0.00%		0.00%		0.00%	0
Staff Position #17	0	0.00%		0.00%		0.00%	0
Staff Position #18	0	0.00%		0.00%		0.00%	0
Staff Position #19	0	0.00%		0.00%		0.00%	0
Staff Position #20	0	0.00%		0.00%		0.00%	0
Staff Position #21	0	0.00%		0.00%		0.00%	0
Staff Position #22	0	0.00%		0.00%		0.00%	0
Staff Position #23	0	0.00%		0.00%		0.00%	0
Staff Position #24	0	0.00%		0.00%		0.00%	0
Staff Position #25	0	0.00%		0.00%		0.00%	0
Staff Position #26	0	0.00%		0.00%		0.00%	0
Staff Position #27	0	0.00%		0.00%		0.00%	0
Staff Position #28	0	0.00%		0.00%		0.00%	0
Staff Position #29	0	0.00%		0.00%		0.00%	0
Staff Position #30	0	0.00%		0.00%		0.00%	0
Total Salaries	342,900		0		0		0
Fringe Benefits Cost			0		0		0
Fringe Benefit Rate (two decimal only)	19.00%						
Total FTEs Budgeted		-				-	
TOTAL PERSONNEL COSTS			0		0		0

Project Budget Detail

Subrecipient:	San Diego Second Chance
CFDA #	17.259
Contract #	126-16
Period of Performance	07/01/2018-06/30/2019

Instructions: Enter Data Into Blue Cells Only. Remaining Cells Will Self-Populate

FUNDING STREAM REGION	Cost Reimbursement Section								In Kind/ Cash Match Section		
	Out of School Metro				Total Budget Totals				Source:		
	Support	Program		Total	Support	Program		Total	Support	Program	Total
LINE ITEM		Work Experience	Non Work Experience			Work Experience	Non Work Experience				
PERSONNEL COSTS											
Salaries											
Director of Youth Programs	0	0	30,100	30,100	0	0	30,100	30,100	0	0	0
Program Coordinator	0	9,500	14,250	23,750	0	9,500	14,250	23,750	0	0	0
Case Manager #1	0	8,320	33,280	41,600	0	8,320	33,280	41,600	0	0	0
Case Manager #2	0	8,320	33,280	41,600	0	8,320	33,280	41,600	0	0	0
Youth Business Services Representative	0	23,088	0	23,088	0	23,088	0	23,088	0	0	0
Youth Development and Outreach Specialist	0	8,320	12,480	20,800	0	8,320	12,480	20,800	0	0	0
Senior Staffing Accountant	5,900	0	0	5,900	5,900	0	0	5,900	0	0	0
Staff Position #8	0	0	0	0	0	0	0	0	0	0	0
Staff Position #9	0	0	0	0	0	0	0	0	0	0	0
Staff Position #10	0	0	0	0	0	0	0	0	0	0	0
Total Salaries	5,900	57,548	123,390	186,838	5,900	57,548	123,390	186,838	0	0	0
Fringe Benefits Costs	1,121	10,935	23,445	35,501	1,121	10,935	23,445	35,501	0	0	0
Fringe Benefit Rate	19.00%	19.00%	19.00%	19.00%	19.00%	19.00%	19.00%	19.00%	19.00%	19.00%	19.00%
TOTAL PERSONNEL COSTS	7,021	68,483	146,835	222,339	7,021	68,483	146,835	222,339	0	0	0
PARTICIPANT COSTS											
Assessments			1,000	1,000	0	0	1,000	1,000	0	0	0
Participant Wages		26,325		26,325	0	26,325	0	26,325	0	0	0
Supportive Services			3,500	3,500	0	0	3,500	3,500	0	0	0
Incentives		3,000	3,000	6,000	0	3,000	3,000	6,000	0	0	0
Stipends		12,000		12,000	0	12,000	0	12,000	0	0	0
Bus Passes			12,816	12,816	0	0	12,816	12,816	0	0	0
Participant Training Supplies			1,500	1,500	0	0	1,500	1,500	0	0	0
Certification/ Credential Fees		9,000		9,000	0	9,000	0	9,000	0	0	0
Tuition and School Fees			1,000	1,000	0	0	1,000	1,000	0	0	0
HBI PACT License			2,000	2,000	0	0	2,000	2,000	0	0	0
TOTAL PARTICIPANT COSTS	0	50,325	24,816	75,141	0	50,325	24,816	75,141	0	0	0
FURNITURE & EQUIPMENT PURCHASE COSTS											
Small Purchases (Unit Cost Between \$1,000 & \$5,000)			1,000	1,000	0	0	1,000	1,000	0	0	0
Equipment Purchase Over \$5,001				0	0	0	0	0	0	0	0
Lease				0	0	0	0	0	0	0	0
Software				0	0	0	0	0	0	0	0
XXXXX				0	0	0	0	0	0	0	0
TOTAL FURNITURE & EQUIPMENT PURCHASE COSTS	0	0	1,000	1,000	0	0	1,000	1,000	0	0	0
FACILITIES/ INFRASTRUCTURE COSTS											
Rent			24,000	24,000	0	0	24,000	24,000	0	0	0
Utilities			5,400	5,400	0	0	5,400	5,400	0	0	0
Equipment Repair, & Maintenance			1,800	1,800	0	0	1,800	1,800	0	0	0
Communications			1,440	1,440	0	0	1,440	1,440	0	0	0
Database			4,000	4,000	0	0	4,000	4,000	0	0	0
XXXXX				0	0	0	0	0	0	0	0
TOTAL FACILITIES/INFRASTRUCTURE COSTS	0	0	36,640	36,640	0	0	36,640	36,640	0	0	0

Project Budget Detail

Subrecipient: San Diego Second Chance
 CFDA # 17.259
 Contract # 126-16
 Period of Performance 07/01/2018-06/30/2019

Instructions: Enter Data Into Blue Cells Only. Remaining Cells Will Self-Populate

FUNDING STREAM REGION	Cost Reimbursement Section							In Kind/ Cash Match Section			
	Out of School Metro			Total Budget Totals				Source:			
	Support	Program	Total	Support	Program	Total	Support	Program	Total		
PROGRAMMATIC SUBCONTRACT COSTS											
Pre Apprenticeship Mentorship Coordinator			19,945	19,945	0	0	19,945	19,945			0
Pre Apprenticeship Instructor			11,967	11,967	0	0	11,967	11,967			0
Subcontractor #3			0	0	0	0	0	0			0
Subcontractor #4			0	0	0	0	0	0			0
Subcontractor #5			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
TOTAL PROGRAMMATIC SUBCONTRACT COSTS	0	0	31,912	31,912	0	0	31,912	31,912	0	0	0
SUPPLIES COSTS											
Office Supplies			2,000	2,000	0	0	2,000	2,000			0
Postage/Delivery			0	0	0	0	0	0			0
Printing/Copying			575	575	0	0	575	575			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
TOTAL OFFICE SUPPLIES COSTS	0	0	2,575	2,575	0	0	2,575	2,575	0	0	0
STAFF TRAINING & TRAVEL COSTS											
Professional Development			2,416	2,416	0	0	2,416	2,416			0
Conferences Registration			0	0	0	0	0	0			0
Local Mileage			1,000	1,000	0	0	1,000	1,000			0
Travel Costs			0	0	0	0	0	0			0
TOTAL STAFF TRAINING & TRAVEL COSTS	0	0	3,416	3,416	0	0	3,416	3,416	0	0	0
OTHER COSTS											
Audit Costs			1,000	1,000	0	0	1,000	1,000			0
Insurance Costs			1,000	1,000	0	0	1,000	1,000			0
Outreach & Recruitment Costs			450	450	0	0	450	450			0
XXXXX			0	0	0	0	0	0			0
XXXXX			0	0	0	0	0	0			0
Indirect Costs (Applied Based On Cost Agreement)	702	11,881	24,964	37,547	702	11,881	24,964	37,547			0
TOTAL OTHER COSTS	702	11,881	27,414	39,997	702	11,881	27,414	39,997	0	0	0
TOTAL BUDGET	7,723	130,689	274,608	413,020	7,723	130,689	274,608	413,020	0	0	0

General Information					
Subrecipient Name		Program Year		Region	County-Wide
Target Population(s)		Location(s)		Target Outreach Area(s)	
<input type="checkbox"/> ISY	<input type="checkbox"/> OSY	Main Address:		<i>Districts, Neighborhoods, Zip Codes</i>	
<i>Barrier Populations</i>		City, State, Zip:			
		Address:			
		City, State, Zip:			
		Address:			
		City, State, Zip:			

Outreach
<i>Describe your outreach plan to recruit and engage your target populations in your target outreach areas. You may reference other sections in the Program Design Summary.</i>

Orientation, Intake, Objective Assessment, and Individual Employment Plan (IEP/ISS)
<i>Describe your intake process. Include the tools you are using for your Objective Assessment and IEP/ISS.</i>

Referrals
<i>Describe your referral process. Include referrals for youth who are not eligible, not eligible for re-enrollment, to the AJCC's and/or your partners for other services. You may reference other sections in the Program Design Summary.</i>

Program Operating Plan										
Enrollments										
Carry In- Youth		Q1 Jul-Sep		Q2 Oct-Dec		Q3 Jan-Mar		Q4 Apr-Jun		Total Youth
Planned Exits										Total Planned Exits
Performance Measures										
Planned Attainments										Total Planned Attainments
Planned Placements										Total Planned Placements

*For foster youth contracts, please note how many will be ISY vs. OSY by using a "/" (i.e. 10/20)

Business Services
<i>Describe your business services plan. Include any professional networks, advisory boards, hiring fairs, job fairs that you attend/plan to attend in your region. You may reference other sections in the Program Design Summary.</i>

Mental Health
<i>Describe your plan for providing mental health services. Include any partnerships and professional networking in your region, and any training you provide your staff. You may reference other sections in the Program Design Summary.</i>

Follow Up Services
<i>Describe your plan for providing services during the follow up period including Supportive Services, Incentives, Adult Mentoring, Tutoring, and Leadership Development. You may reference other sections in the Program Design Summary.</i>

Program Requirements	
Program Name	
Program Elements	<i>Describe the services provided, including relevant partnerships You may reference other sections in the Program Design Summary</i>
A) tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential	
B) alternative secondary school services, or dropout recovery services	
C) paid and unpaid work experiences Includes: (i) summer employment opportunities and other employment opportunities available throughout the school year; (ii) pre apprenticeship programs; (iii) internships and job shadowing; and (iv) on-the-job training opportunities;	
D) occupational skills training that leads to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations	
E) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation (work-readiness).	
F) leadership development opportunities Includes: (i) community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors	
G) supportive services	

<p>H) adult mentoring for a minimum of 12 months</p>	
<p>I) follow-up services for a minimum of 12 months</p>	
<p>J) comprehensive guidance and counseling</p> <p>Includes: (i) Drug and alcohol abuse counseling and referral</p>	
<p>K) financial literacy education</p>	
<p>L) entrepreneurial skills training</p>	
<p>M) services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services</p>	
<p>N) activities that help youth prepare for and transition to postsecondary education and training</p>	

Additional Partners			
<i>Non-Employer (List Employer Partners in Placements section under each defined career pathway)</i>			
Type	Partner Name	Role	Subcontractor (Y/N)
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Career Pathway 1			
Career Pathway Name			
Measurable Skills Gain			
Planned MSG Type(s)	<input type="checkbox"/> Literacy/Numeracy (EFL) <input type="checkbox"/> HS Diploma/Equivalent <input type="checkbox"/> Transcript/Report Card <input type="checkbox"/> Employer/Training Provider Progress Report <input type="checkbox"/> Occupational/Skills Exam		
<i>Describe initial plans for MSG attainment and documentation for the above. Include what types of exams/credentials (if any) are given for documentation</i>			
Attainments			
Planned Attainment Type(s)	<input type="checkbox"/> HS Diploma/Equiv. <input type="checkbox"/> Post-Secondary Degree/Credential <input type="checkbox"/> Certificates		
<i>Name of Degree/Credential/Certificate</i>	<i>Issued By</i>	<i>ONet Code(s)</i>	
Placements			
Planned Placement Type(s)	<input type="checkbox"/> Employment <input type="checkbox"/> Post-Secondary <input type="checkbox"/> Advanced Training		
<i>Occupation/ Career Title</i>	<i>Employer Partner or School Name</i>	<i>Median Earnings</i>	<i>ONet Code(s)</i>

Career Pathway 2

Career Pathway Name	
---------------------	--

Measurable Skills Gain

Planned MSG Type(s)	<input type="checkbox"/> Literacy/Numeracy (EFL) <input type="checkbox"/> HS Diploma/Equivalent <input type="checkbox"/> Transcript/Report Card <input type="checkbox"/> Employer/Training Provider Progress Report <input type="checkbox"/> Occupational/Skills Exam
---------------------	--

Describe initial plans for MSG attainment and documentation for the above. Include what types of exams/credentials (if any) are given for documentation

--

Attainments

Planned Attainment Type(s)	<input type="checkbox"/> HS Diploma/Equiv. <input type="checkbox"/> Post-Secondary Degree/Credential <input type="checkbox"/> Certificates
----------------------------	--

Name of Degree/Credential/Certificate	Issued By	ONet Code(s)

Placements

Planned Placement Type(s)	<input type="checkbox"/> Employment <input type="checkbox"/> Post-Secondary <input type="checkbox"/> Advanced Training
---------------------------	--

Occupation/ Career Title	Employer Partner or School Name	Median Earnings	ONet Code(s)

Career Pathway 3

Career Pathway Name

Measurable Skills Gain

Planned MSG Type(s) Literacy/Numeracy (EFL) HS Diploma/Equivalent Transcript/Report Card
 Employer/Training Provider Progress Report Occupational/Skills Exam

Describe initial plans for MSG attainment and documentation for the above. Include what types of exams/credentials (if any) are given for documentation

Attainments

Planned Attainment Type(s) HS Diploma/Equiv. Post-Secondary Degree/Credential Certificates

<i>Name of Degree/Credential/Certificate</i>	<i>Issued By</i>	<i>ONet Code(s)</i>

Placements

Planned Placement Type(s) Employment Post-Secondary Advanced Training

<i>Occupation/ Career Title</i>	<i>Employer Partner or School Name</i>	<i>Median Earnings</i>	<i>ONet Code(s)</i>

Stipend Policy					
Type	Description	Payment Method	Frequency	Amount	Maximum Amount

Reference SDWP Operations Manual, Chapter 4, Part 2: - Youth Program Activities for policy around Incentives & Stipends

Stipend Policy					
Type	Description	Payment Method	Frequency	Amount	Maximum Amount

Reference SDWP Operations Manual, Chapter 4, Part 2: - Youth Program Activities for policy around Incentives & Stipends

Monthly Narrative Report

Due: 6th Business Day

Data below will be recorded on monthly invoice

Performance Measures
Total New Enrollments (As of January 1, 2018)
New Low-Risk Enrollments
New Medium-Risk Enrollments
New High-Risk Enrollments
Total Exits
Low Risk Exits
Medium-Risk Exits
High-Risk Exits
Short-Term Outcome Payments
Low-Risk Youth Who Achieved Documented Measurable Skill Gain
Medium-Risk Youth Served Who Achieved Documented Measurable Skill Gain
High-Risk Youth Served Who Achieved Documented Measurable Skill Gain
Low-Risk Youth in Employment or Enrolled in Post-Secondary Ed. After Successful Program Exit (3 Month Follow-Up)
Medium-Risk Youth in Employment or Enrolled in Post-Secondary Ed. After Successful Program Exit (3 Month Follow-Up)
High-Risk Youth in Employment or Enrolled in Post-Secondary Ed. After Successful Program Exit (3 Month Follow-Up)
Low-Risk Youth in Employment or Enrolled in Post-Secondary Ed. After Successful Program Exit (6 Month Follow-Up)
Medium-Risk Youth in Employment or Enrolled in Post-Secondary Ed. After Successful Program Exit (6 Month Follow-Up)
High-Risk Youth in Employment or Enrolled in Post-Secondary Ed. After Successful Program Exit (6 Month Follow-Up)
Attainments
Secondary School Diploma or Equivalent
Other Degree/Certificate
Full Time Employment
Other Data
Average Program Duration (in Months) At Exit
Average Amount of Supportive Services
Work Experience Expenditures To Date (Percentage)
Number of Youth Returned to Custody/Conviction/True Finding (if known)

Describe progress this month towards meeting each objective as stated in your contract. Describe any activities that were especially helpful in meeting your objectives.

Describe progress this month towards the 25% work experience requirement? What actions were taken?

Describe progress this month towards training opportunities for participants in the program?

Do you foresee any emerging issues or potential problems that may call for a change in the program design or the manner in which you do business? If yes, what could they potentially be? What effect(s) would they have on the program?

Have there been any key staffing changes during this quarter?
If yes, please describe.

Are you currently working with a subcontractor?
If yes, please describe the status of the subcontract and/or any obstacles. Did you monitor your subcontractor this quarter? If yes, please describe any findings and/or if the findings were closed.