

Side Letter of Agreement to Standard Services Agreement

The County of Alameda (“County”) and Chabot-Las Positas Community College District (“Contractor”), parties to that certain Standard Services Agreement entered on July 1, 2018 for Adult and Dislocated Worker Career Services (“Agreement”), Procurement Contract number 17373, hereby enter into this side letter of agreement (“Side Letter”) for its amendment of Exhibits A, B and B-1 of the Agreement as concerns its Contractor obligations and line item budget.

1. Exhibit A, Section IV Contractor Obligations:
 - a. Performance Goals changes are noted as follows:

FUND SOURCE:	ADULT		DISLOCATED WORKER	
BENCHMARKS	18-19 GOAL	19-20 GOAL	18-19 GOAL	19-20 GOAL
HOW MUCH DID WE DO?				
# OF NEW ENROLLMENTS	33	33	46	46
\$ TRAINING OBLIGATIONS (ITAs & OJTs)	\$22,941	\$15,941	\$45,497	\$45,871
# OJT ENROLLMENTS (Ad & DW)	4	6		
HOW WELL DID WE DO?				
% OF ITA ENROLLMENTS IN ISOF	75.0%	75.0%	75.0%	75.0%
% OF OJT ENROLLMENTS IN ISOF	75.0%	75.0%		
IS ANYONE BETTER OFF?				
% / # ENTERED EMPLOYMENT (of closed cases)	75.0%	25	75.0%	35
% / # OF JOB PLACEMENTS WITHIN ISOF	50.0%	12	50.0%	17
% THAT ATTAINED CREDENTIAL (of participants in training)	60.0%	62.0%	60.0%	62.0%

- b. Implementation of New Partners in ACWDB’s Two-Year Modified Local Plan:
Contract states that Contractor will integrate the new partners into their partner network and provide services to target groups as follows:

- Alameda County Social Services Agency - Department: Workforce and Benefits Administration
 - CalFresh and CalFresh Employment and Training (E&T) clients
- Immigrant clients (Refugees, Asylees, and English Language Learners)
- Alameda County Department of Child Support Services (DCSS clients)
- Department of Rehabilitation and the Regional Center of the East Bay (Clients with Intellectual and/or Developmental Disabilities)

In addition, the Contractor will implement the following strategies as outlined in ACWDB’s Two-Year Modified Local Plan:

1. Distribute ACWDB approved WIOA materials to partners;
2. Engage with new partner organizations, and provide information regarding WIOA eligibility to facilitate referrals and identify prospective WIOA participants (*with the assistance of ACWDB staff*);

3. Develop a Co-Enrollment Action (CEA) Plan with partners, that articulates strategies for serving new target groups within the second quarter of PY 2019/2020 (*with the assistance of ACWDB staff*);
 4. Implement CEA plans within third and fourth quarters of 2019/2020.
- c. Contract Renewal Criteria language is added that states:
“Contractor must meet the following conditions for contract to be recommended for renewal:
1. Meets requirements for program and fiscal monitoring;
 2. Meets 80% of annual enrollment, On-the-Job Training (OJT), and training obligation goals for Adults and Dislocated Workers by the end of the second quarter (December) and 100% by the end of the third quarter (March);
 3. Shows significant progress toward achieving annual performance goals by the end of the third quarter (March); and
 4. Meets 85% submission of an acceptable Monthly Narrative Report (MNR) and invoice by the 25th of each month.
2. Exhibit B, Section II Terms and Conditions of Payment:
- a. Conditional Funding WIOA is added and is defined as:
Conditional funding may apply if Contractor has deficiencies identified under a corrective action plan at the end of the program year (June 30). This is based on the contract performance goals and other contract requirements. Conditional funding imposes additional requirements and/or restrictions on performance and contract reimbursement:

Unmet performance goals from prior program year will roll-over into the subsequent program year. Contractor must meet rolled-over performance goals no later than September 30.

ACWDB will hold 25% or a selected amount of contract funding in reserve. Reserve funding will not be available for reimbursement until 100% of designated performance goals are met, as well as a demonstrated progress towards attainment of all other annual performance goals.
3. Exhibit B-1, Line Item Budget:
Annual Line Item Budget Total decreases from \$250,255 to \$231,348

Except as modified above, the terms of this Side Letter shall not alter Contractor’s obligation to perform the services called for in the Agreement.

This Side Letter is effective upon its execution by duly authorized representatives of each of the parties, which signatures may be made in counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter to be effective from July 1, 2019 to June 30, 2020.

COUNTY OF ALAMEDA

CONTRACTOR

By: _____
Signature

By: _____
Signature

Name: Lori Cox

Name: Doug Roberts

Title: Director, Social Services Agency

Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Approved as to Form:

By: _____
County Counsel Signature