

**A RESOLUTION OF THE NEW YORK CITY  
WORKFORCE INVESTMENT BOARD EXECUTIVE COMMITTEE  
AUTHORIZING AN EMPLOYMENT SERVICES AGREEMENT  
FOR STATEN ISLAND**

WHEREAS, at its September 2002 meeting and as ratified in its January 2003 meeting, the New York City Workforce Investment Board (“WIB”) authorized the New York City Department of Employment (“DOE”) to issue a Request for Proposals (“RFP”) for vendors to provide jobseeker services and business services at six (6) Workforce1 Career Centers that were then expected to comprise the New York City One-Stop System;

WHEREAS, the New York City Department of Employment (“DOE”) issued such RFP on January 23, 2003;

WHEREAS, subsequent to the issuance of the RFP, the City of New York (the “City”) eliminated DOE and transferred responsibility for the administration of WIA-funded adult and dislocated worker programs to the New York City Department of Small Business Services (“DSBS”);

WHEREAS, at its November 3, 2003 meeting, the Executive Committee (the “Executive Committee”) of the New York City Workforce Investment Board authorized DSBS to proceed with the procurement process (the “Procurement Process”), as described in the City’s Procurement Policy Board rules, for jobseeker services agreements (hereinafter, “Employment Services Agreements”) for Workforce1 Centers in Brooklyn, the South Bronx, Jamaica (Queens), Staten Island, and Upper Manhattan, with the proviso that such contracts would be subject to the approval of the Executive Committee;

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Committee as follows:

1. DSBS is hereby authorized to enter into an Employment Services Agreement with Arbor E&T LLC, or an affiliate thereof, containing the material terms substantially as described in Exhibit A, for the Staten Island Workforce1 Career Center at 60 Bay Street, Staten Island, New York 10301 for a maximum amount of \$2,885,000.
2. DSBS is authorized to increase or decrease by up to ten percent (10%) the amount of such agreement and/or any dollar amount set forth in Exhibit A.
3. The Executive Committee hereby acknowledges that DSBS’ right, power and authority to enter into the Staten Island Employment Services Agreement is subject to and contingent upon completion of the Procurement Process, and receipt of all necessary City approvals.

EXHIBIT A  
MATERIAL TERMS OF EMPLOYMENT SERVICES AGREEMENT FOR  
STATEN ISLAND WORKFORCE1 CAREER CENTER

I. **TERM**

1. Initial period of three (3) years.
2. Renewal period of three (3) years, at the option of the City.

II. **SERVICES.**

The Contractor shall perform the Services described below at and/or for its Workforce1 Career Center.

1. Employment Services. The Contractor shall perform the Employment Services described in Attachment 1 hereto (“Scope of Employment Services”). The Employment Services shall include transition services to handle the transfer of existing customers and customer files of the Workforce1 Center or Worker Career Center in the applicable borough, and the Contractor shall provide Employment Services to such existing customers as well as new customers.

2. Career Center and One-Stop System Management Services.

(a) The Contractor shall participate in the management of the Career Center and One-Stop System.

(b) The Contractor shall participate on Career Center and One-Stop System committees or similar bodies established by DSBS or the Operator Consortium.

3. Marketing and Outreach Services / Marketing Materials.

(a) The Contractor shall conduct marketing and outreach for the Career Center in its local area and borough.

(b) The Contractor shall cooperate with City-wide marketing and outreach efforts on behalf of the One-Stop System.

(c) The Contractor shall not be obligated to develop or produce marketing materials for the One-Stop System or the Career Center, which shall be developed and produced by the Operator Consortium.

(d) System Brand. The Career Center shall be operated and marketed under the brand “Workforce1” or such other brand as the Operator Consortium may select (“System Brand”). The Contractor may also use its own brand in such materials and activities with the approval of DSBS. All marketing activities of the Contractor and all marketing materials shall be subject to the approval of DSBS.

4. Customer Satisfaction. The Contractor shall survey Career Center customers and other users, including businesses, in a variety of ways to measure customer and employer satisfaction with Contractor and Career Center services. The Contractor shall address issues and problems disclosed in customer satisfaction surveys.

5. No Fee for Services Except As Authorized

(a) The Contractor shall not have the right to charge any fee, require any other payment or purchase from any applicant or participant, or encourage or require the incurring of financial debt as a condition of eligibility for Employment Services.

(b) The Contractor may offer certain Employment Services at the Career Center on a fee-for-service basis, subject to DSBS' approval.

III. **SERVICE DELIVERY.**

1. General Principles. The Contractor shall adhere to the following general principles.

(a) Core / Intensive Services / Training Service Model. The Employment Services shall be delivered according to the Core-Intensive Services-Training model, as more particularly described in the Scope of Employment Services and the Operating Plan.

(b) First-Class and Customer-Friendly Services. The Contractor shall perform and render the Services in a professional, first-class, customer-friendly manner at all times. The Contractor shall provide quality, timely and responsive customer service.

(c) Universal Access. The Employment Services shall be made available and accessible to all Adults (as defined herein). The Employment Services shall be provided in such a manner as to be accessible and available to a diverse range of job seekers, including, but not limited to professionals, persons with limited or no work experience, persons with extensive or limited education, non and limited-English speakers, and the disabled.

(d) Customer Choice. The Employment Services shall be delivered in a manner that maximizes One-Stop System customer choice to the greatest extent possible.

(e) Collaboration and Cooperation / Leveraging of Resources. The Contractor shall collaborate and cooperate with the WIA mandatory partner organizations and other private, public and not-for-profit organizations that are involved in and participating in the Career Center and the One-Stop System.

(f) Hours of Operation. The Career Center is anticipated to operate during some evening and/or weekend hours.

(g) Data Tracking and Reporting. The Contractor shall track data on the delivery of Employment Services and the achievement of Outcome Goals using the systems and procedures established by the Operator Consortium and DSBS and such other systems as may be appropriate.

(h) Customer Satisfaction. Measuring, achieving and improving customer satisfaction shall be central goals of the Contractor, Career Center and One-Stop System.

(i) Swipe Card System. The One-Stop System shall have a Swipe Card or similar system to track and record the use of services in the Career Center and the One-Stop System. The Contractor shall comply with Swipe Card System policies and procedures, and shall participate in the operation of the Swipe Card System.

(j) Flexibility. The Contractor's management and staffing plan shall be flexible to accommodate changes in the Operating Plan that are necessary or appropriate to improve service delivery and address changes in One-Stop System and Career Center priorities, goals, and needs.

(k) Continuous Improvement. Continuous improvement will be a key goal of the Contractor, the Career Center and the One-Stop System, through a variety of tools and approaches, including analysis of Center usage, customer satisfaction, and outcomes.

(l) Registration. All customers who are receiving Employment Services other than only self-assisted or informational services shall be registered promptly.

## 2. Operating Plan.

(a) The Contractor shall perform the Services substantially in accordance with the Operating Plan and any new or modified Operating Plans created pursuant to the Agreement.

(b) DSBS and the Contractor shall review and evaluate the Operating Plan on a quarterly basis during the Term to assess its effectiveness, efficiency, and suitability. Such evaluation shall address Changed Circumstances and Service delivery issues such as the following, without limitation: allocation of staff and other resources, service delivery model, coordination with Participating Organizations, customer flow, Career Center organizational design and management structure, operating hours, physical layout, technology matters, signage, facilities, continuous improvement, and best practices from other Career Centers.

## 3. Contractor Staff and Staff Training

(a) The Contractor shall provide a sufficient number of qualified staff to provide the Services. The staff shall have experience and training appropriate to their position and involvement in the performance and delivery of Services hereunder.

(b) Staffing levels, structure, and deployment shall adhere to the Operating Plan.

(c) DSBS shall have approval rights with respect to Contractor's hiring of management staff.

(d) The Contractor shall conduct appropriate, on-going training and development for its Career Center staff, and shall cause its staff to participate in training in matters relevant to the performance of the Services.

(e) The Contractor shall assign and cross-train staff in such a manner that will accommodate modifications to the staffing plan contained in the Operating Plan.

#### IV. **SERVICE LEVELS AND OUTCOME GOALS**

The Contractor shall use its best efforts to achieve the following Minimum Service Levels, Minimum Exit Levels, and Outcome Goals.

1. **Minimum Service Level.** The Contractor shall register 1328 persons per year.

2. **Minimum Exit Levels.** Beginning with Year 2, the Contractor shall exit a minimum of 664 persons per year.

3. **Outcome Goals.** The following Outcome Goals shall be set at or about the levels established by the New York State Department of Labor (SDOL) for the New York City Local Workforce Investment Area. The levels for 2003-2004 are as follows:

(a)	Adult Entered Employment Rate:	69%
(b)	Dislocated Worker Entered Employment Rate:	77%
(c)	Adult Employment Retention Rate:	80%
(d)	Dislocated Worker Employment Retention Rate:	88%
(e)	Adult Employment and Credential Rate	57%
(f)	Dislocated Worker Employment and Credential Rate	50%
(g)	Adult Average Wage Gain:	\$3,114
(h)	Dislocated Worker Earnings Replacement Rate:	87%

#### V. **COMPENSATION FOR SERVICES**

1. **Maximum Compensation.** The Contractor's maximum aggregate compensation for Services during the Initial Period shall be \$1,800,000.

2. Manner of Compensation.
  - (a) Year 1. 100% Cost Reimbursement.
  - (b) Remainder of Term:
    - (i) 70% Cost Reimbursement
    - (ii) 30% Performance Based Compensation based upon the Contractor's achievement of certain service levels and outcome goals.

3. Profit Cap. Contractor shall be entitled to earn a profit equal to 10% of the total amount of expenses actually incurred by Contractor to provide employment services.

## VI. FACILITY AND TECHNOLOGY SYSTEM

- (a) Facility Lease. The Contractor shall enter a Lease for the site of the Staten Island Workforce 1 Center, subject to the approval of DSBS.

- (b) Facility Operation. The Contractor shall be responsible for leasing, renovating, furnishing, equipping operating and maintaining the Facility (collectively, "Facility Obligations"), including the Technology System (as defined below).

- (c) Facility Costs.

- (i) The Contractor shall be responsible for all costs and expenses of all Facility Obligations ("Facility Costs").

- (ii) DSBS shall reimburse the Contractor for the amount of the Facility Costs, in the maximum amount of \$1,085,000 during the Initial Period.

- (d) Technology System. The Contractor shall acquire and install, operate and maintain at the Facility a Technology System substantially as described in the Contractor Proposal.

ATTACHMENT 1  
SCOPE OF EMPLOYMENT SERVICES

I. **UNREGISTERED AND REGISTERED CORE SERVICES**<sup>1</sup>

Core Services shall be made available to all persons eligible to use WIA-funded services up to the maximum capacity of the Career Center to offer such services.

- A. Intake, including Core Service Eligibility Determination
- B. Orientation
- C. Initial Assessment
- D. Job Search and Placement Assistance\*
- E. Career Counseling.\*
- F. Workshops.\*
- G. Provision of Employment Statistics Information.
- H. Provision of Local Area Performance Information
- I. Provision of Information about Supportive Services.
- J. Provision of Information About Unemployment Compensation Claims.
- K. Assistance in Establishing Eligibility for Other Programs
- L. Follow-Up Services\*.
- M. Performance and Program Cost Information on Training Providers.
- N. Resource Room.
- O. Job Fairs and Job Screening\*

II. **INTENSIVE SERVICES (may also be provided as Registered Core)**

Intensive Services are comprehensive, in-depth, and individualized services and shall be made available to Customers who:

(i) are unemployed, have received at least one Core Service and have been determined, according to Requirements, to be in need of more intensive services in order to obtain employment; OR

(ii) are employed, but who are determined, according to Requirements, to be in need of intensive services in order to obtain or retain employment that allows for self-sufficiency.

- A. Comprehensive Assessment
- B. Career Counseling and Individual Employment Plans.

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<sup>1</sup> Core Services that are self-service and informational activities constitute Unregistered Core. All other Core Services constitute Registered Core for which a customer must be registered. \* indicates the Core Services that are likely to constitute Registered Core.

- C. Staff Assisted Job Search and Placement Assistance
- D. Job Development.
- E. Case management
- F. Short-Term Pre-Vocational Services
- G. Workforce Services Referrals.
- H. Supportive Services.
- I. Post-Exit Follow-Up Services.

III. **ACCESS TO INDIVIDUAL TRAINING ACCOUNTS AND TRAINING**

- A. Access to Individual Training Accounts.
- B. Access to Training Information.
- C. ITA Program Assistance
- D. Follow-Up Services.
- E. Coordination of Funding Sources for Training
- F. NO DIRECT PROVISION OF TRAINING SERVICES.