

AMENDED AND RESTATED PAY FOR SUCCESS CONTRACT

AMONG

THE COMMONWEALTH OF MASSACHUSETTS,

JEWISH VOCATIONAL SERVICE,

SOCIAL FINANCE, INC.

And

MASSACHUSETTS PATHWAYS TO ECONOMIC ADVANCEMENT 2016 LLC

DATED

September 16, 2016

TABLE OF CONTENTS

INTRODUCTION	5
ARTICLE 1. TERM; DEFINITIONS	7
Section 1.01 Term of this PFS Contract	7
Section 1.02 Term of Services	7
Section 1.03 Early Start	7
Section 1.04 Definitions	7
Section 1.05 Exhibits and Schedules	8
ARTICLE 2. JVS SERVICES	8
Section 2.01 JVS Mission and Programs	8
ARTICLE 3. EVALUATION; PERFORMANCE MANAGEMENT, FISCAL SERVICES AND JVS DATA SHARING	8
Section 3.01 Evaluation	8
Section 3.02 Evaluator	8
Section 3.03 Performance Management	9
Section 3.04 Fiscal Intermediary Services	9
Section 3.05 JVS Data Sharing	10
ARTICLE 4. FUNDING OF JVS SERVICES AND OTHER PFS CONTRACT COSTS; SUCCESS PAYMENTS	10
Section 4.01 SFMA Operating Account; SFMA Deposit Account; Funding Plan	10
Section 4.02 Success Payments Determination and Representations	10
Section 4.03 Outcomes Measurement, Calculation and Payment of Success Payments ..	11
Section 4.04 Wind Up	12
Section 4.05 Capital Shortfall	12
ARTICLE 5. COMMUNICATION, GOVERNANCE AND PUBLICITY	12
Section 5.01 Regular Communication and Reporting	12
Section 5.02 Governance	14
Section 5.03 Publicity	14
Section 5.04 Investor Confidentiality	14
ARTICLE 6. JVS AND SFMA REPRESENTATIONS AND WARRANTIES	14
Section 6.01 JVS Representations and Warranties	14
Section 6.02 SFI Representations and Warranties	16
Section 6.03 SFMA Representations and Warranties	17
ARTICLE 7. COMMONWEALTH REPRESENTATIONS, WARRANTIES AND COVENANTS	18
Section 7.01 Powers as to Contract and Pledge	18
Section 7.02 Covenants as to PFS Fund	18
Section 7.03 Data Sharing	18
ARTICLE 8. EARLY TERMINATION	19

Section 8.01 Early Termination Rights.....	19
Section 8.02 Remedies in the Event of Termination	20
Section 8.03 Return of Information and Materials	23
ARTICLE 9. CONFIDENTIALITY.....	24
Section 9.01 Confidentiality	24
Section 9.02 Confidentiality Breach	25
ARTICLE 10. AMENDMENT; MISCELLANEOUS	25
Section 10.01 Limitation of Liability	25
Section 10.02 Amendment.....	26
Section 10.03 Successors and Assigns	26
Section 10.04 Notices	26
Section 10.05 Agreement Not for the Benefit of Other Parties	27
Section 10.06 Severability	28
Section 10.07 Counterparts.....	28
Section 10.08 Captions	28
Section 10.09 Governing Law	28
Section 10.10 Waiver of Jury Trial.....	28
Section 10.11 Commonwealth Standard Terms and Conditions	28
Section 10.12 Entire Agreement	29
Section 10.13 Non-Waiver	29
Section 10.14 Survival of Covenants, Representations and Warranties	29
Section 10.15 Force Majeure	29
Section 10.16 Actions by Commonwealth	29
Section 10.17 Responsibility of the Commonwealth.....	29

APPENDICES

Appendix A – Index of Defined Terms

EXHIBITS

Exhibit A – Commonwealth Standard Terms and Conditions

Exhibit B – Commonwealth Data Sharing Agreements

Exhibit C – JVS Data Sharing Agreements

SCHEDULES

Schedule A – JVS Services

Schedule B – Project Timeline

Schedule C – Evaluation Plan

Schedule D – Calculation of Payments

Schedule E – Funding Plan (including Wind-Up)

Schedule F – Governance and Reporting

Schedule G – Publicity and Disclosure of Information

INTRODUCTION

This Pay for Success Contract, dated June 30, 2016 (the “**PFS Contract**”), is entered into as of the date hereof by and between (a) THE COMMONWEALTH OF MASSACHUSETTS (the “**Commonwealth**”), acting by and through (i) the Executive Office for Administration and Finance (“**EOAF**”), (ii) the Executive Office of Labor and Workforce Development (“**EOLWD**”); and (iii) the Executive Office of Education (“**EOE**”), (b) JEWISH VOCATIONAL SERVICE (“**JVS**”), a Massachusetts not-for-profit corporation, (c) SOCIAL FINANCE, INC. (“**SFI**”), a Massachusetts non-profit corporation, and (d) MASSACHUSETTS PATHWAYS TO ECONOMIC ADVANCEMENT 2016 LLC (“**SFMA**”), a Delaware limited liability company and wholly-owned subsidiary of SFI. The Commonwealth, JVS, SFI and SFMA are referred to collectively herein as the “**Parties**.”

RECITALS

WHEREAS, Chapter 143 of the Acts of 2012 of the Commonwealth established Section 35VV of Chapter 10 of the Massachusetts General Laws (the “**Enabling Act**”) which authorizes the Secretary of EOAF (the “**Secretary**”) to enter into Pay For Success contracts (“**Authorized PFS Agreements**”), subject to particular findings being made (the “**Authorizing Criteria**”), and further authorizes the Secretary to provide that the Commonwealth's payments under such Authorized PFS Agreements shall constitute a general obligation of the Commonwealth for which the full faith and credit of the Commonwealth are pledged for the benefit of providers of contracted government services (“**Authorized Contractors**”); and

WHEREAS, the Enabling Act also created a “Social Innovation Financing Trust Fund” (the “**PFS Fund**”) which is held on the books of the Commonwealth and administered by the Secretary to make payments to Authorized Contractors under Authorized PFS Agreements; and

WHEREAS, the Enabling Act also requires certain reporting by the Secretary pursuant to Section 35VV(d) thereof (the “**Required Reporting**”); and

WHEREAS, the Commonwealth has issued a request for proposals for an Authorized PFS Agreement to address the needs of residents in certain target areas in the Commonwealth for additional job training, English language training and education in order to obtain employment, higher wages and/or higher educational achievements; and

WHEREAS, the Parties wish to enter into a contract for the Massachusetts Pathways to Economic Advancement Project (“**PFS Project**”), in which the highest priority and goal is to transition people in the target areas who are on Adult Basic Education (“**ABE**”) and English for Speakers of Other Languages (“**ESOL**”) waitlists to employment, higher wage jobs and/or higher education, as more fully described herein; and

WHEREAS, JVS has a long history of providing targeted job training, English as a second language classes, and education to new immigrants and others, with proven records of success, and will serve as the Authorized Contractor under this PFS Contract; and

WHEREAS, EOAF is responsible for implementing fiscal and administrative policies that promote the financial stability, efficiency and effectiveness of state government and for

developing and implementing cost-effective public policy initiatives to benefit the residents of the Commonwealth, including Authorized PFS Agreements; and

WHEREAS, EOLWD is responsible for providing leadership, professional assistance and financial resources to promote labor and workforce development and economic opportunity in the Commonwealth; and

WHEREAS, EOE is committed to advancing actions and initiatives that will improve achievement for all students and close persistent achievement gaps, and to creating a 21st century public education system that prepares students for higher education, work and life in a world economy and global society; and

WHEREAS, SFI will act as the program intermediary for this PFS Contract, raise funds in support of the JVS Services and other services to be delivered in accordance with this PFS Contract, and monitor JVS Services delivered under this PFS Contract, all as set forth in this PFS Contract; and

WHEREAS, SFMA was formed for the purposes set forth in its organizational documentation, and will act as the fiscal intermediary for this PFS Contract, all as set forth in this PFS Contract; and

WHEREAS, it is anticipated that Authorized PFS Agreements will create incentives for improved project performance at a reduced cost to the Commonwealth, allow for more rapid learning about which social programs work and which do not, and accelerate the adoption of new, more effective solutions to social problems; and

WHEREAS, Authorized PFS Agreements are intended to provide a mechanism to attract financial support from the private and non-profit sectors to innovative social programs, thereby allowing Authorized Contractors to create the operational set of services needed to create long-term, preventative social service programs and resulting in better social outcomes for the targeted population and cost savings in the amount of public expenditures tied to the targeted population; and

WHEREAS, payments by the Commonwealth pursuant to Authorized PFS Agreements will only be made based on achieving specific, measurable goals satisfying the Authorizing Criteria; and

WHEREAS, initial support for the operating costs associated with JVS Services will come from funds provided by investors, lenders or grantors (collectively, the “**Funding Partners**”) and paid to SFMA; and

WHEREAS, to the extent JVS is successful in meeting the Final Outcomes, the Commonwealth will make Success Payments to SFMA, as the fiscal intermediary, to be applied to repay obligations to the Funding Partners, and, if applicable, to support JVS as it continues to provide services to the target population;

NOW, THEREFORE, in consideration of the above premises, and the representations, warranties, covenants and other agreements set forth herein, the Parties intending to be legally bound, hereby agree as follows:

ARTICLE 1. **TERM; DEFINITIONS**

References to quarters in this PFS Contract, including all the Schedules hereto, refer to calendar quarters following the Service Commencement Date; provided that the first quarter will begin on the Service Commencement Date and will end on March 31, 2017.

Section 1.01 Term of this PFS Contract. This PFS Contract will become effective and the rights and obligations of the Parties shall commence on the year and date first-written above (the “**Effective Date**”). Except as otherwise required by the terms hereof, including under **Section 1.02**, performance under this PFS Contract will commence on the Effective Date and will remain in effect until the earlier of (a) payment of the final Success Payment by the Commonwealth in accordance with this Contract, and distribution of such amounts by SFMA in accordance with the Funding Plan set forth in **Schedule E** or (b) termination hereof in accordance with Article 8 (subject, in either case to any extension of such term as may be agreed by the Parties in accordance with the terms hereof) (the “**Contract Term**”).

Section 1.02 Term of Services. JVS Services shall commence following the satisfaction of the Financing Condition on a date to be agreed to by the Operating Committee (the “**Service Commencement Date**”). If the Financing Condition is not met by December 31, 2016, this PFS Contract may terminate in accordance with **Article 8** hereof. Following the Service Commencement Date, JVS shall begin to enroll participants in the Program Tracks for a period of approximately three (3) years consisting of twelve (12) quarters, and shall deliver the JVS Services until the final Enrolled Participant with a PFS Identifier or Study Population Member has attrited or graduated from the applicable Program Track which is expected to occur on or about Q15, unless this PFS Contract is terminated earlier pursuant to **Article 8** (the above described term of services, subject to any extension of such term as may be agreed by the Parties in accordance with the terms hereof) (the “**Services Term**”).

Section 1.03 Early Start. Notwithstanding the provisions of **Section 1.02**, JVS may enroll individuals in the Program Tracks beginning on or after the Effective Date but prior to the Service Commencement Date (“**Early Participants**”). The “**Project Period**” will cover the period from the start of JVS Services inclusive of Early Participants through the end of the Services Term. Any JVS Services provided to such Early Participants will be provided at JVS’ initial cost and expense, provided that all or a portion of such costs and expenses may be reimbursed from a portion of the capital call as set forth in the Side Letter Agreement. Such Early Participants shall be included in any reports described in **Schedule F** and shall be included in the measurement of Final Outcomes after the Service Commencement Date.

Section 1.04 Definitions. In this PFS Contract, capitalized terms have the meaning assigned to them in this PFS Contract and in **Appendix A** – Index of Defined Terms, attached hereto and incorporated herein.

Section 1.05 Exhibits and Schedules. The following Exhibits and Schedules attached hereto are hereby incorporated into this PFS Contract in their entirety:

Exhibit A – Commonwealth Standard Terms and Conditions
Exhibit B – Commonwealth Data Sharing Agreements
Exhibit C – JVS Data Sharing Agreements

Schedule A – JVS Services
Schedule B – Project Timeline
Schedule C – Evaluation Plan
Schedule D – Calculation of Payments
Schedule E – Funding Plan (including Wind-Up)
Schedule F – Governance and Reporting
Schedule G - Publicity and Disclosure of Information

ARTICLE 2. **JVS SERVICES**

Section 2.01 JVS Mission and Programs. Founded in 1938, JVS is among the oldest and largest providers of adult education and workforce development services in Greater Boston. Its mission is: *To empower individuals from diverse communities to find employment and build careers, and to partner with employers to hire, develop and retain productive workforces.* In support of this mission, JVS provides a wide range of adult education, vocational training, job readiness, career counseling, and job placement services, as well as related supportive services. In particular, JVS has a long history of integrating ABE and ESOL instruction with preparation for a job (or a higher paying job), advanced training, post-secondary education or career advancement. JVS strongly believes that contextualized instruction is the best way to both ensure successful English language acquisition and economic integration for recent arrivals and to maximize the use of scarce public and private resources. In order to best meet the needs of residents in the Commonwealth who are on ABE and ESOL waitlists, JVS will offer four program tracks (collectively, the “**Program Tracks**” and individually, each is referred to herein as a “**Track**”) as detailed in Schedule A, JVS Services.

ARTICLE 3. **EVALUATION; PERFORMANCE MANAGEMENT, FISCAL SERVICES AND JVS** **DATA SHARING**

Section 3.01 Evaluation. The Commonwealth will make Success Payments to SFMA in accordance with Section 4.03 and Schedules B, C, and D hereto based on a calculation of the Final Outcomes as set out in the Evaluation Plan attached hereto as Schedule C. Reference is made to the attached Schedule C for a detailed description of the evaluation methodology to be used in measuring and calculating the Final Outcomes. In case of any inconsistency between this PFS Contract and Schedule C, Schedule C shall control.

Section 3.02 Evaluator. SFI has entered into an agreement (the “**Evaluation Implementation Agreement**”) with Economic Mobility Corporation (the “**Independent**

Evaluator”), pursuant to which the Independent Evaluator will calculate each of the Final Outcomes, provide reports and meet its other obligations as set forth in this PFS Contract, including the Schedules hereto. SFI shall not replace the Independent Evaluator without the written approval of EOAF and JVS, which approval will not be unreasonably withheld. SFMA will compensate the Independent Evaluator for all services provided in accordance with the terms of the Evaluation Implementation Agreement from amounts on deposit in the SFMA Operating Account, as defined below, and in accordance with the Funding Plan attached hereto as Schedule E. SFI will be responsible for enforcing the provisions of this PFS Contract with the Independent Evaluator, including ensuring the timing of the Independent Evaluator’s reports, analyses, and other obligations under this PFS Contract, including the Evaluation Plan set forth in Schedule C. Such enforcement rights shall include the termination and replacement of the Independent Evaluator for failure to comply with its obligations hereunder or under the Evaluation Implementation Agreement.

Section 3.03 Performance Management. SFI will provide ongoing performance management services during the term of the PFS Contract, and will use its reasonable efforts to perform its responsibilities and to take such actions in each case as are required to be taken by it in this PFS Contract and in the Schedules attached hereto. In particular, SFI will be responsible for facilitating the governance and Change Management Procedures as set forth in Schedule F.

- (a) SFI, SFMA, and JVS have entered into an agreement (the “Side Letter Agreement”), pursuant to which SFMA will compensate JVS for all services provided in accordance with the terms of the Side Letter Agreement from amounts on deposit in the SFMA Operating Account and in accordance with the Funding Plan attached hereto as Schedule E.
- (b) SFI, SFMA, and Jobs for the Future (“JFF”) will enter into an agreement (the “Technical Assistance Services Agreement”) prior to the Service Commencement Date. SFMA will compensate JFF for all services provided in accordance with the terms of the Technical Assistance Services Agreement from amounts on deposit in the SFMA Operating Account and in accordance with the Funding Plan attached hereto as Schedule E.

Section 3.04 Fiscal Intermediary Services. SFMA will act as the fiscal intermediary under the PFS Contract, and will use its reasonable efforts to perform its responsibilities and to take such actions in each case as are required to be taken by it in this PFS Contract and in the Schedules attached hereto.

- (a) Prior to accepting any funds, SFMA will have in place systems and processes that are appropriate and adequate for the generation of the reports it is responsible for under Schedule F and any other reasonably anticipated deliverables required to be delivered by SFMA pursuant to this PFS Contract, and such systems shall be designed to provide reasonable assurances regarding the reliability of its financial statements.
- (b) Use of Proceeds. SFMA will use the amounts deposited in the SFMA Operating Account in order to satisfy contractual obligations pursuant to the terms of this

PFS Contract in accordance with Schedule E, and will apply the amounts deposited in the SFMA Deposit Account in order to satisfy its obligations pursuant to the Private Funding Agreements. Failure by SFMA to comply with any material respect to the Funding Plan, or evidence of bad faith or misappropriation of funds, will result in the termination and replacement of SFMA pursuant to this PFS Contract. SFMA will be obligated to repay any such misappropriated funds.

Section 3.05 JVS Data Sharing. JVS will provide data on a timely basis pursuant to the data sharing agreements (collectively, the “**JVS Data Sharing Agreements**”) between JVS and Independent Evaluator and JVS and SFI each dated as of the date set forth therein, and as each may be amended from time to time.

ARTICLE 4. **FUNDING OF JVS SERVICES AND OTHER PFS CONTRACT COSTS; SUCCESS** **PAYMENTS**

Section 4.01 SFMA Operating Account; SFMA Deposit Account; Funding Plan. Prior to the Service Commencement Date, SFI will have obtained financial commitments (the “**Funding Commitments**”) in the aggregate amount of \$12,430,000 from the Funding Partners pursuant to a plan to support the provision of JVS Services and funding of certain additional costs under this PFS Contract, the Evaluation Implementation Agreement, the Side Letter Agreement and the Technical Assistance Services Agreement (the “**Funding Plan**”), set forth in Schedule E.

SFMA shall maintain a deposit account (the “**SFMA Operating Account**”), and all cash proceeds received by SFMA from the Funding Partners pursuant to the Private Funding Agreements, including any interest earned on such amounts, shall be deposited into the SFMA Operating Account and may only be transferred in accordance with the Funding Plan, as set forth in Schedule E.

SFMA shall maintain the deposit account with account number and wire instructions previously provided to the Commonwealth (the “**SFMA Deposit Account**”), and all cash proceeds received by SFMA from the Commonwealth hereunder as Success Payments, including any interest earned on such amounts, shall be deposited into the SFMA Deposit Account and may only be transferred in accordance with the Private Funding Agreements.

Section 4.02 Success Payments Determination and Representations.

- (a) As provided in Section 35VV(c) of the Enabling Act, the Secretary hereby determines that the payments that the Commonwealth is obligated to pay under this PFS Contract are a general obligation of the Commonwealth for which its full faith and credit are pledged for the benefit of JVS, as the Authorized Contractor under this PFS Contract, and its successors and permitted assigns. The maximum amount of Success Payments from the PFS Fund that can be made pursuant to this PFS Contract with the benefit of such pledge is \$15,000,000, subject to the

provisions of this PFS Contract, including those governing whether or not such payments shall be made.

- (b) The Secretary hereby represents that this PFS Contract meets the Authorizing Criteria for (and constitutes) an Authorized PFS Agreement under the Enabling Act and that, specifically:
 - a. A substantial portion of the Success Payments under this PFS Contract is contingent on the achievement of the specific outcomes set forth in Schedule C and Section 4.03 hereof (collectively, the “**Final Outcomes**”);
 - b. This PFS Contract provides for the Independent Evaluator to confirm that the Final Outcomes have been met via an objective review process, namely the Evaluation Plan included in Schedule C and Section 4.03 hereof;
 - c. As set forth in Section 4.03, Schedule B and Schedule D hereto, this PFS Contract provides for the timing and calculation of the amount of Success Payments that would be earned during each fiscal year of this PFS Contract if the Final Outcomes are met;
 - d. As set forth in Section 4.02(c) hereof, this PFS Contract provides for a sinking fund requirement under which the Secretary will request an appropriation in the manner and amount stated in said section; and
 - e. The Secretary hereby determines that this PFS Contract will result in significant performance improvements and budgetary savings for the Commonwealth across all impacted agencies if the Final Outcomes are achieved.
- (c) The Secretary shall request an appropriation for each fiscal year during the Contract Term in an amount equal to the expected Success Payments that the Commonwealth will ultimately be obligated to pay in the future based upon the service provided during such fiscal year if the Final Outcomes are achieved. Such amounts upon appropriation shall be deposited to the PFS Fund maintained by the Secretary.

Section 4.03 Outcomes Measurement, Calculation and Payment of Success Payments. The Commonwealth shall make payments (the “**Success Payments**”) to SFMA contingent upon the calculation of payments as follows.

- (a) Final Outcomes Measurement. Measurement of Final Outcomes will occur according to the Project Timeline specified in Schedule B and the methodology specified in Schedule C. The Independent Evaluator will provide the Operating Committee with a Final Outcomes Report for review and verification for each quarter during each Measurement Period as set forth in Schedules B and C, which will form the basis for calculating Success Payments. Other reports for purposes of monitoring will occur as specified in Schedule F.

- (b) Calculation of Success Payments. Calculation of Success Payments will occur according to the frequency specified in Schedule B and the methodology specified in Schedule D. SFI will provide a proposed invoice, inclusive of the approved Final Outcomes Report to the Operating Committee for review and verification. Verified invoices (the “**Success Payment Invoice**”) will then be submitted to the Secretary;
- (c) Payment. Within forty-five (45) calendar days following receipt of each Success Payment Invoice, the Secretary shall cause to be paid to SFMA (by wire transfer of immediately available funds) a Success Payment equal to the Success Payment calculated and set forth in the Success Payment Invoice. Such Success Payments shall be made from funds available in the PFS Fund into the SFMA Deposit Account. The unavailability of funds in the PFS Fund shall not excuse any breach by the Secretary of her obligation to make timely payments as required by this PFS Contract.
- (d) The time periods stated in this Section 4.03 may be extended by written agreement of SFI, SFMA and the Commonwealth. Any agreement to extend time under this provision shall not require the approval of the Funding Partners, unless such extension materially affects the timing of Success Payments.

Section 4.04 Wind Up. Upon notification of termination of this PFS Contract in accordance with Article 8, any remaining amounts in the SFMA Operating Account and the SFMA Deposit Account, if any, will be applied in accordance with the wind-up provisions set forth in Section 5 of Schedule E.

Section 4.05 Capital Shortfall. SFMA will send notices to the Funding Partners or their representatives approximately three months prior to each of the ten capital calls, which are expected to take place approximately one month prior to the Service Commencement Date and approximately every June and December thereafter (the “**Capital Call Dates**”). The Funding Partners will have a deadline of 45 calendar days, but no less than 30 days, prior to each of these Capital Call Dates to provide the committed capital after which the Funding Partner will be in default (“**Capital Shortfall**”). SFMA shall provide a) confirmation to the Commonwealth that committed capital has been provided prior to each of the Capital Call Dates and b) information to the Commonwealth as promptly as practicable upon becoming aware of facts that might lead to a Capital Shortfall. SFMA shall keep the Commonwealth promptly apprised of the status of any actions being taken to remedy any such Capital Shortfall.

ARTICLE 5.

COMMUNICATION, GOVERNANCE AND PUBLICITY

Section 5.01 Regular Communication and Reporting. The Parties intend to promote regular communications among themselves and to facilitate the Governance and Reporting provisions set forth in Schedule F. In furtherance of these goals:

- (a) Following the commencement of the Project Period, the Independent Evaluator, SFI and SFMA will prepare and submit the reports outlined in Schedule F in a

timely manner, as set forth therein, and the Independent Evaluator and SFI will prepare the reports set forth in Schedules C and D as applicable.

- (b) Subject to exceptions as required for compliance by JVS with any applicable privacy laws and Article 9 hereof, JVS will also prepare and submit to the Commonwealth any additional reports reasonably requested by the Commonwealth which contain information that is routinely gathered by JVS; provided that in no event shall JVS be obligated to disclose, whether in any such requested additional reports or otherwise, any trade secrets, proprietary, or non-public proprietary information, including curriculum or program materials (collectively, “**Proprietary Educational Materials**”).
- (c) For the avoidance of doubt, nothing in this PFS Contract requires JVS to provide any Proprietary Educational Materials to any Party. Nothing in this PFS Contract grants a license to use any of JVS’s Proprietary Educational Materials to any Party. If any other Party to this PFS Contract becomes aware that it has received any Proprietary Educational Materials, the Receiving Party shall (i) immediately notify JVS of the receipt of Proprietary Educational Materials, (ii) not publically disseminate, or cause to be publically disseminated, such Proprietary Educational Materials, and (iii) return any such Proprietary Educational Materials at JVS’s request. If the Commonwealth becomes aware that it has received Proprietary Educational Materials that is subject to a Massachusetts public records law request, the Commonwealth will provide JVS with the opportunity to prevent the disclosure of the Proprietary Educational Materials to the extent permitted by applicable law.
- (d) In addition, JVS will promptly inform the Operating Committee in writing of any:
 - (i) Requested significant deviations from any of the JVS Services to be delivered as part of the Program Tracks;
 - (ii) Material breaches or other material concerns of which JVS is aware related to the performance of its obligations under this PFS Contract, which are likely to jeopardize the success of the Final Outcomes or any Private Funding Agreement; and
 - (iii) Anticipated material funding needs of JVS related to the Final Outcomes that are unlikely to be satisfied by then-available or reasonably anticipated funds hereunder and under the Private Funding Agreements.
- (e) The Commonwealth will promptly inform the Operating Committee in writing of any:
 - (i) Changes to the Enabling Act or any applicable law (including any budget-related legislation) that could have a material, adverse impact on the Commonwealth’s ability to make Success Payments under this PFS Contract, in each case of which the Commonwealth is aware; and

- (ii) Material breaches or other material concerns of which the Commonwealth is aware related to the performance of its obligations under this PFS Contract, which are likely to jeopardize the success of the Final Outcomes.
- (f) SFI and SFMA will each promptly inform the Operating Committee in writing of any:
 - (i) Material breaches or other material concerns of which SFI or SFMA, as applicable, is aware related to the performance of its obligations under this PFS Contract, which are likely to jeopardize the success of the Final Outcomes; and
 - (ii) Information reasonably requested by the Commonwealth and readily available to SFI or SFMA, as applicable, and which would further the Final Outcomes, and the provisions of this PFS Contract.

Section 5.02 Governance. The Parties agree to implement and maintain an Oversight Committee and an Operating Committee, and share regular reports among the Parties, as set forth in Schedule F.

Section 5.03 Publicity. News releases or any other similar public announcements regarding the PFS Project or this PFS Contract may not be made by any Party, the Independent Evaluator, or JFF (collectively, the “**Project Stakeholders**”) without following the procedures outlined in Schedule G, Publicity and Disclosure of Information. This Section 5.03 is subject to the provisions of Section 5.01(c) with respect to the Proprietary Educational Materials.

Section 5.04 Investor Confidentiality. Each Party acknowledges and agrees that, notwithstanding anything to the contrary in this PFS Contract (including Schedule G hereto), in no event will SFMA or SFI be obligated to disclose the identity of any Funding Partners without the applicable Funding Partner’s prior written consent. The Commonwealth may view the terms of any Private Funding Agreement upon request, provided the identities of Funding Partners are not disclosed and SFMA or SFI may elect not to provide a copy to the Commonwealth.

ARTICLE 6.

JVS AND SFMA REPRESENTATIONS AND WARRANTIES

Section 6.01 JVS Representations and Warranties.

- (a) Organization, Good Standing and Qualification. JVS represents and warrants that it is a Massachusetts nonprofit corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth and has all requisite authority to own, operate and lease its properties and assets, to carry on its business as currently conducted, to provide services in accordance with this PFS Contract, and to enter into and perform its obligations under this PFS Contract and to consummate the transactions contemplated hereby.
- (b) Authorization; Enforceability. The execution and delivery of this PFS Contract by JVS, the performance of the obligations hereunder by JVS, and the

consummation by JVS of the transactions contemplated hereby have been duly authorized by all necessary action on the part of JVS, and no other proceedings or actions on the part of JVS are necessary to authorize the execution and delivery of this PFS Contract by JVS and the execution by JVS of the JVS Services pursuant to the terms hereof. This PFS Contract has been duly and validly executed and delivered by JVS and constitutes the valid and binding obligation of JVS, enforceable in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights generally, or (ii) Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

- (c) Non-Contravention. The execution and delivery of this PFS Contract by JVS does not, and the performance by JVS of its obligations hereunder and the consummation of the transactions contemplated hereby shall not: (a) conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation or result in a loss of a benefit or an increase in a cost or liability under: (i) any provision of the applicable organizational documents of JVS; (ii) any contract, lease, agreement or instrument by which JVS is bound or to which JVS' assets or properties are subject or (iii) any Law or Order applicable to or binding on JVS or any of JVS' assets and properties (except in each of (i), (ii) or (iii), where such conflict, violation, default, termination, cancellation, acceleration or loss would not reasonably be expected to have a material adverse effect on JVS or its ability to perform services under this PFS Contract).
- (d) Governmental Consents. Assuming the execution, delivery and performance by JVS of its obligations pursuant to this PFS Contract, no consent, approval, authorization, license, Order of, or declaration, filing or registration with, or notification to, any Governmental Authority is required to be made or obtained, and no consent or approval of any other person is required by JVS in connection with the execution, delivery and performance of this PFS Contract or the consummation of the transactions contemplated hereby.
- (e) Compliance with Laws; Litigation. To the knowledge of JVS, JVS is in material compliance with all applicable Laws, including, without limitation, Laws that are applicable to its properties and assets, the conduct of its operations and the performance of its services. There is no action of any nature pending or, to the knowledge of JVS, threatened, relating to or affecting JVS or any of its properties or assets, or that challenges or seeks to prevent, enjoin or delay the transactions contemplated in this PFS Contract, nor, to the knowledge of JVS, is there any reasonable basis therefor or any facts, threats, claims or allegations that would reasonably be expected to result in any such action.

Section 6.02 SFI Representations and Warranties.

- (a) Organization, Good Standing and Qualification. SFI represents and warrants that it is a Massachusetts nonprofit corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth and has all requisite authority to own, operate and lease its properties and assets, to carry on its business as currently conducted, to provide services in accordance with this PFS Contract, and to enter into and perform its obligations under this PFS Contract and to consummate the transactions contemplated hereby.
- (b) Authorization; Enforceability. The execution and delivery of this PFS Contract by SFI, the performance of the obligations hereunder by SFI, and the consummation by SFI of the transactions contemplated hereby have been duly authorized by all necessary action on the part of SFI, and no other proceedings or actions on the part of SFI are necessary to authorize the execution and delivery of this PFS Contract by SFI and the execution by SFI of its obligations hereunder. This PFS Contract has been duly and validly executed and delivered by SFI and constitutes the valid and binding obligation of SFI, enforceable in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights generally, or (ii) Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- (c) Non-Contravention. The execution and delivery of this PFS Contract by SFI does not, and the performance by SFI of its obligations hereunder and the consummation of the transactions contemplated hereby shall not: (a) conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation or result in a loss of a benefit or an increase in a cost or liability under: (i) any provision of the applicable organizational documents of SFI; (ii) any contract, lease, agreement or instrument by which SFI is bound or to which SFI's assets or properties are subject or (iii) any Law or Order applicable to or binding on SFI or any of SFI's assets and properties (except in each of (i), (ii) or (iii), where such conflict, violation, default, termination, cancellation, acceleration or loss would not reasonably be expected to have a material adverse effect on SFI or its ability to perform its obligations under this PFS Contract).
- (d) Governmental Consents. Assuming the execution, delivery and performance by SFI of its obligations pursuant to this PFS Contract, no consent, approval, authorization, license, Order of, or declaration, filing or registration with, or notification to, any Governmental Authority is required to be made or obtained, and no consent or approval of any other person is required by SFI in connection with the execution, delivery and performance of this PFS Contract or the consummation of the transactions contemplated hereby.

- (e) Compliance with Laws; Litigation. To the knowledge of SFI, SFI is in material compliance with all applicable Laws, including, without limitation, Laws that are applicable to its properties and assets, the conduct of its operations and the performance of its services. There is no action of any nature pending or, to the knowledge of SFI, threatened, relating to or affecting SFI or any of its properties or assets, or that challenges or seeks to prevent, enjoin or delay the transactions contemplated in this PFS Contract, nor, to the knowledge of SFI, is there any reasonable basis therefor or any facts, threats, claims or allegations that would reasonably be expected to result in any such action.

Section 6.03 SFMA Representations and Warranties.

- (a) Organization, Good Standing and Qualification. SFMA represents and warrants that it is a Delaware limited liability company and wholly-owned subsidiary of Social Finance, Inc., a Massachusetts non-profit corporation, duly organized, validly existing and in good standing under the Laws of the Delaware and has all requisite authority to own, operate and lease its properties and assets, to carry on its business as currently conducted, to provide services in accordance with this PFS Contract, and to enter into and perform its obligations under this PFS Contract and to consummate the transactions contemplated hereby.
- (b) Authorization; Enforceability. The execution and delivery of this PFS Contract by SFMA, the performance of the obligations hereunder by SFMA, and the consummation by SFMA of the transactions contemplated hereby have been duly authorized by all necessary action on the part of SFMA, and no other proceedings or actions on the part of SFMA are necessary to authorize the execution and delivery of this PFS Contract by SFMA and the execution by SFMA of its obligations hereunder. This PFS Contract has been duly and validly executed and delivered by SFMA and constitutes the valid and binding obligation of SFMA, enforceable in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights generally, or (ii) Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- (c) Non-Contravention. The execution and delivery of this PFS Contract by SFMA does not, and the performance by SFMA of its obligations hereunder and the consummation of the transactions contemplated hereby shall not: (a) conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation or result in a loss of a benefit or an increase in a cost or liability under: (i) any provision of the applicable organizational documents of SFMA; (ii) any contract, lease, agreement or instrument by which JVS is bound or to which SFMA's assets or properties are subject or (iii) any Law or Order applicable to or binding on SFMA or any of SFMA's assets and properties (except in each of (i), (ii) or (iii), where such conflict, violation, default, termination, cancellation, acceleration or loss would

not reasonably be expected to have a material adverse effect on SFMA or its ability to perform its obligations under this PFS Contract).

- (d) Governmental Consents. Assuming the execution, delivery and performance by SFMA of its obligations pursuant to this PFS Contract, no consent, approval, authorization, license, Order of, or declaration, filing or registration with, or notification to, any Governmental Authority is required to be made or obtained, and no consent or approval of any other person is required by SFMA in connection with the execution, delivery and performance of this PFS Contract or the consummation of the transactions contemplated hereby.
- (e) Compliance with Laws; Litigation. To the knowledge of SFMA, SFMA is in material compliance with all applicable Laws, including, without limitation, Laws that are applicable to its properties and assets, the conduct of its operations and the performance of its services. There is no action of any nature pending or, to the knowledge of SFMA, threatened, relating to or affecting SFMA or any of its properties or assets, or that challenges or seeks to prevent, enjoin or delay the transactions contemplated in this PFS Contract, nor, to the knowledge of SFMA, is there any reasonable basis therefor or any facts, threats, claims or allegations that would reasonably be expected to result in any such action.

ARTICLE 7.

COMMONWEALTH REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01 Powers as to Contract and Pledge. The Commonwealth represents, covenants, and warrants, solely on behalf of itself and not on behalf of any other party hereto, for the benefit of the other parties to this PFS Contract, that it has taken all necessary action and has complied with all provisions of the Enabling Act required to make this PFS Contract the valid obligation of the Commonwealth which it purports to be and to pledge its full faith and credit in the manner and to the extent provided herein; and, when executed and delivered by the parties hereto, this PFS Contract will constitute a valid and binding agreement of the Commonwealth enforceable in accordance with its terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied.

Section 7.02 Covenants as to PFS Fund. The Commonwealth covenants and agrees that amounts deposited to the PFS Fund related to this PFS Contract or any other contract entered into pursuant to the Enabling Act shall not be diverted from the purposes identified in this PFS Contract, or any other such contracts, nor shall the trusts created hereby be broken, and the pledge and dedication in trust of such amounts shall continue unimpaired and unabrogated.

Section 7.03 Data Sharing. The Commonwealth will provide data on a timely basis pursuant to the data sharing agreements (collectively, the “**Commonwealth Data Sharing Agreements**”) between the Department of Unemployment Assistance (“**DUA**”) and Independent Evaluator; and the Department of Higher Education (“**DHE**”) and Independent Evaluator; each dated as of the date set forth therein, and as each may be amended from time to time. The

Commonwealth may discontinue or suspend the provision of data immediately if any term of the Commonwealth Data Sharing Agreements is materially violated. In such instance, no Party shall have termination rights under Article 8, and the Commonwealth may exercise its rights under Article 9.02. A material violation of the Commonwealth Data Sharing Agreement by the Independent Evaluator may be a ground for replacement of the Independent Evaluator under Section 3.02 above.

ARTICLE 8. **EARLY TERMINATION**

For purposes of this Article 8, “**cure**” means, with respect to a particular ground for termination, that the Party has taken actions to eliminate or mitigate to the reasonable satisfaction of the other Parties the grounds for such termination, including by implementing appropriate procedures or controls.

Section 8.01 Early Termination Rights. This PFS Contract, or a particular Party to the PFS Contract, as set forth below, may be terminated for the following grounds and may not be terminated for any other reason or under any other theory whatsoever:

- (a) Mutual Consent. The written mutual consent of the Parties in accordance with the terms of such written mutual consent.
- (b) Service Commencement Date. If the Financing Condition is not met in accordance with Section 1.02 hereof by December 31, 2016.
- (c) Systemic Under-Enrollment. JVS has not been able to enroll at least 450 participants across all Program Tracks by Q6.
- (d) Capital Shortfall. There exists a Capital Shortfall that is not cured as stated in Section 8.02 (d) below.
- (e) SFI, SFMA, JVS Material Breach; Bankruptcy. A material failure by SFI, SFMA or JVS to perform its respective obligations under this PFS Contract, subject to the cure provisions stated in Section 8.02 (e) below.

If JVS, SFI or SFMA:

- (i) commences a voluntary case under the federal bankruptcy laws, or shall become insolvent or unable to pay its debts as they become due, or shall make an assignment for the benefit of creditors, or shall apply for, consent to or acquiesce in the appointment of, or taking possession by, a trustee, receiver, custodian or similar official or agent for itself or any substantial part of its property;
- (ii) has a trustee, receiver, custodian or similar official or agent appointed for it or for any substantial part of its property and such trustee or receiver shall not be discharged within sixty (60) days; or

- (iii) has an order or decree for relief in an involuntary case under the federal bankruptcy laws entered against it, or a petition seeking reorganization, readjustment, arrangement, composition, or other similar relief as to it under the federal bankruptcy laws or any similar law for the relief of debtors shall be brought against it and shall be consented to by it or shall remain undismissed for sixty (60) days.
- (f) Commonwealth Material Breach, including Payment Failure. A material failure by the Commonwealth to meet its obligations under Section 4.03, or Section 7.03 hereof, subject to any cure provisions in Section 8.02 (f) below.

Section 8.02 Remedies in the Event of Termination. In the event of the occurrence of one or more of the grounds for termination set forth in Section 8.01, the remedies provided in this Section 8.02 are the exclusive and sole remedy of any Party in connection with a termination of this PFS Contract.

- (a) Mutual Consent. Upon a termination pursuant to Section 8.01(a) (Mutual Consent), this PFS Contract will terminate in accordance with the Parties' agreed-upon terms, provided that the Commonwealth shall remain obligated to make Success Payments, if any, in accordance with Section 5 of Schedule E.
- (b) Service Commencement Date. JVS or the Commonwealth may terminate this PFS Contract pursuant to Section 8.01(b) (Service Commencement Date) provided that SFI may, at its option, present a remediation plan to the Operating Committee for its consideration. If the Parties agree to a remediation plan, then this PFS Contract will not terminate, and will be amended in accordance with Section 10.02. If the Parties do not agree to a remediation plan, this PFS Contract will terminate as to all Parties effective immediately, and the Parties shall have no further obligations or liabilities in connection with this PFS Contract including any obligations under Section 5 of Schedule E.
- (c) Systemic Under-Enrollment. Upon the occurrence of Section 8.01(c) (Systemic Under-Enrollment), the Commonwealth or SFI may elect to terminate this PFS Contract by providing notice of its intent to terminate to all other Parties. JVS may, within 15 days after receipt of such notice, present a remediation plan to the Operating Committee for its consideration. The final remediation plan will be presented to the Oversight Committee for approval within 30 days following such notice of intent to terminate. If the Parties agree to a remediation plan, then this PFS Contract will not terminate, and will be amended, if necessary, in accordance with Section 10.02. If the Parties do not agree to a remediation plan, or if JVS does not present a remediation plan within the time frame stated above, the Commonwealth or SFI may then terminate this PFS Contract by written notice to all other Parties; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to such termination. Upon such notice, no additional participants shall be enrolled in any of the Program Tracks and JVS Services will continue for any remaining participants. Termination of this PFS Contract as to all Parties will be effective on a date to be agreed upon by the

Operating Committee, which will be sufficient to allow for an orderly wind-up of the PFS Project, including but not limited to completion of such JVS Services and any evaluation in accordance with Schedule C, Evaluation Plan or early evaluation in accordance with Section 5 of Schedule E, Funding Plan. The Parties shall comply with the Wind-Up procedures set forth in Section 5 of Schedule E, including payment of Success Payments, if any.

- (d) Capital Shortfall. SFI shall provide notice to all other Parties of a Capital Shortfall (Section 8.01(d) above) that has not been cured within 30 days following a Capital Call Date, as set forth in Section 4.05 hereof. SFI may, within 15 days of providing such notice, present a remediation plan to the Operating Committee for its consideration. The final remediation plan will be presented to the Oversight Committee for approval within 15 days following presentation of such remediation plan. If the Parties agree to a remediation plan, then this PFS Contract will not terminate, and will be amended, if necessary, in accordance with Section 10.02. If the Parties do not agree to a remediation plan, or if SFI does not present a remediation plan within the time frame stated above, the Commonwealth or JVS may then terminate this PFS Contract by written notice to all other Parties; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to such termination. Upon such notice, no additional participants shall be enrolled in any of the Program Tracks, and JVS Services will continue for any remaining participants. Termination of this PFS Contract as to all Parties will be effective on a date to be agreed upon by the Operating Committee, which will be sufficient to allow for an orderly wind-up of the PFS Project, including but not limited to completion of such JVS Services and any evaluation in accordance with Schedule C, Evaluation Plan or early evaluation in accordance with Section 5 of Schedule E, Funding Plan. The Parties shall comply with the Wind-Up procedures set forth in Section 5 of Schedule E, including payment of Success Payments, if any.
- (e) Material Breach or Bankruptcy by SFI, SFMA, or JVS. Upon the occurrence of Section 8.01(e) (SFI, SFMA, JVS Material Breach; Bankruptcy), any non-breaching Party may elect to terminate this PFS Contract by providing notice of its intent to terminate to all other Parties. The breaching party will then be given 30 days in which to cure the alleged breach, provided that the non-breaching parties may extend the cure period if the breaching party is proceeding with diligence to eliminate or mitigate the grounds for such termination. If at the end of such period (and any extension thereof), the breaching party has not eliminated or completely mitigated such grounds for termination to the satisfaction of the non-breaching parties, any non-breaching Party, together with the Commonwealth, may then terminate this PFS Contract by written notice to all other Parties; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to termination. Upon such notice, no additional participants shall be enrolled in any of the Program Tracks, and JVS Services will continue for any remaining participants. Termination of this PFS Contract as to all Parties will be effective on a date to be agreed upon by the Operating Committee, which will be sufficient to allow for an orderly wind-up of

the PFS Project, including but not limited to completion of such JVS Services and any evaluation in accordance with Schedule C, Evaluation Plan or early evaluation in accordance with Section 5 of Schedule E, Funding Plan. The Parties shall comply with the Wind-Up procedures set forth in Section 5 of Schedule E, including payment of Success Payments, if any. In the event of a material breach by SFI or SFMA, the Commonwealth and JVS may, at their option, follow the steps set forth in Section 8.02 (e)(i) or (ii) as an alternative to terminating this PFS Contract as stated above.

- (i) New Intermediary. Upon a material breach or bankruptcy by SFI or SFMA, either the Commonwealth or JVS may propose an entity or a list of entities to replace SFI or SFMA, or both, under this PFS Contract within 30 calendar days of the expiration of the cure period under Section 8.02(e). The proposed replacement(s) must be approved in writing by both the Commonwealth and JVS and shall be subject to the consent of the Funding Partners. Upon such approval, such entity will replace SFI under this PFS Contract. SFI and/or SFMA will promptly assign to the entity so chosen (the “**New Intermediary**”) all of its rights under this PFS Contract and the New Intermediary will assume all obligations of SFI and/or SFMA under this PFS Contract. SFI and/or SFMA shall make available to the New Intermediary all information in its possession that is reasonably required to perform its obligations under this PFS Contract, provided that the New Intermediary shall agree in writing to be subject to Article 9 hereof prior to the delivery of such information. Following the assignment and assumption pursuant to Section 8.02 (e)(i), SFI and/or SFMA will have no further liability under this PFS Contract except pursuant to Article 9.
- (ii) Wind Up. If the Commonwealth and JVS fail to agree on a New Intermediary under Section 8.02(e)(i) or fail to act within 60 days of the expiration of the cure period under Section 8.02(e), then either Party may then terminate this PFS Contract by written notice to all other Parties; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to termination. Upon such notice, no additional participants shall be enrolled in any of the Program Tracks, and JVS Services will continue for any remaining participants. Termination of this PFS Contract as to all Parties will be effective on a date to be agreed upon by the Operating Committee, which will be sufficient to allow for an orderly wind-up of the PFS Project, including but not limited to completion of such JVS Services and any evaluation in accordance with Schedule C, Evaluation Plan or early evaluation in accordance with Section 5 of Schedule E, Funding Plan. The Parties shall comply with the Wind-Up procedures set forth in Section 5 of Schedule E, including payment of Success Payments, if any.
- (f) Material Breach by the Commonwealth. Upon the occurrence of Section 8.01(f) (Commonwealth Material Breach), either SFI or JVS may elect to terminate this

PFS Contract by providing a notice of intent to terminate to the Commonwealth. Upon a failure to comply with its obligations under Section 4.03, the Commonwealth shall have 5 business days to cure such breach, provided that JVS or SFI may extend the cure period if the Commonwealth is proceeding with diligence to eliminate or mitigate the grounds for such termination. If at the end of such cure period, the Commonwealth has not cured such breach, SFI may then terminate this PFS Contract by written notice to the Commonwealth; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to such termination. Upon such notice, no additional participants shall be enrolled in any of the Program Tracks, and JVS Services will continue for any remaining participants. Termination of this PFS Contract as to all Parties will be effective on a date to be agreed upon by the Operating Committee, which will be sufficient to allow for an orderly wind-up of the PFS Project, including but not limited to completion of such JVS Services and any evaluation in accordance with Schedule C, Evaluation Plan or early evaluation in accordance with Section 5 of Schedule E, Funding Plan. The Parties shall comply with the Wind-Up procedures set forth in Section 5 of Schedule E, including payment of Success Payments, if any.

Upon a failure to comply with its obligations under Section 7.03, the Commonwealth shall have 30 days in which to cure such breach, provided that SFI and JVS may extend the cure period if the Commonwealth is proceeding with diligence to eliminate or mitigate the grounds for such breach. If at the end of such cure period (and any extension thereof), the Commonwealth has not cured such breach, the Commonwealth may present a remediation plan. If the Parties do not agree to the remediation plan or if no remediation plan is presented, SFI or JVS may then terminate this PFS Contract by written notice to the Commonwealth; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to such termination. Upon such notice, no additional participants shall be enrolled in any of the Program Tracks, and JVS Services will continue for any remaining participants. Termination of this PFS Contract as to all Parties will be effective on a date to be agreed upon by the Operating Committee, which will be sufficient to allow for an orderly wind-up of the PFS Project, including but not limited to completion of such JVS Services and any evaluation in accordance with Schedule C, Evaluation Plan or early evaluation in accordance with Section 5 of Schedule E, Funding Plan. The Parties shall comply with the Wind-Up procedures set forth in Section 5 of Schedule E, including payment of Success Payments, if any.

- (g) Wind-Up procedures. In the event of a notice of termination of JVS Services pursuant to Section 8.02, the Parties will work together to ensure responsible wind-up of JVS Services, and shall follow the procedures set forth in Section 5 of Schedule E.

Section 8.03 Return of Information and Materials. Following a termination or expiration of this PFS Contract, each Party will immediately return to the other Party all Confidential

Information in its possession or in the possession or under the control of any of their employees which relates to the PFS Contract, or certify as to the destruction of such materials.

ARTICLE 9.
CONFIDENTIALITY

Section 9.01 Confidentiality

- (a) Each Party acknowledges that, during the term of this PFS Contract, it may disclose (the “Disclosing Party”) to each other or the Independent Evaluator and any employees thereof (the “Receiving Party”) who need to know in connection with their work under this PFS Contract certain confidential information and data (the “Confidential Information”), including as permitted under the terms of the attached Data Sharing Agreements. To the extent any disclosures of Confidential Information are covered by the terms of the attached Data Sharing Agreements, those terms shall govern and the provisions of this Article 9 shall not apply.
- (b) The Parties will label any Confidential Information they may provide in the scope of their duties under this PFS Contract as such. The Parties agree to maintain the confidentiality of such Confidential Information, except as provided herein.
- (c) For purposes of this Section 9.01, “Confidential Information” does not include, and there will be no obligation hereunder with respect to, information that (i) was available or became available to the public other than as a result of a disclosure by the Receiving Party; or (ii) was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or its representative, but only if such information was not made available through a breach of an obligation of confidentiality owed to the Disclosing Party; (iii) is subject to disclosure in accordance with state or federal law, including the Massachusetts public records law and the U.S. Freedom of Information Act, or (iv) is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar legal process) or the disclosure of which is required by a regulatory body or court, provided, that Receiving Party shall: (A) provide the Disclosing Party with prompt notice of any such request(s) so that it may seek an appropriate protective order or other appropriate remedy, and (B) provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If such protective order or other remedy is not obtained or the Disclosing Party otherwise consents to disclosure, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of counsel to the Receiving Party, the Receiving Party is legally compelled to disclose.
- (d) For the avoidance of doubt, any disclosure of Proprietary Educational Materials is governed exclusively by Section 5.01(c).

Section 9.02 Confidentiality Breach.

- (a) In the case of a breach of the provisions of Section 9.01, by JVS, SFI or SFMA, the breaching Party will promptly, upon such Party's obtaining knowledge of such breach, inform the Operating Committee of the breach and will have 60 days to cure (which means that the breaching Party has taken prompt and satisfactory corrective action to remedy such breach of data confidentiality, and to restore data security so as to prevent further breaches of Section 9.01), and at least one extension of thirty days and approval of further extensions shall not be unreasonably withheld if the breaching Party is proceeding with diligence to remedy the breach of data confidentiality and restore security to prevent further breaches. At the end of such period (and any extension thereof), if such breach is not remedied, then the Commonwealth acting by and through the Secretary, may terminate this PFS Contract pursuant to Section 8.02(e), and in accordance therewith, by written notice; provided, however, that the giving of such notice or the receipt thereof shall not be a condition precedent to such termination.

ARTICLE 10.
AMENDMENT; MISCELLANEOUS

Section 10.01 Limitation of Liability. The Parties acknowledge that the Harvard Kennedy School Social Impact Bond Technical Assistance Lab (the "**HKS SIB Lab**") is providing pro bono technical assistance to the Commonwealth in connection with this project and that the services provided by the HKS SIB Lab involve the expression of professional ideas, judgments and opinions by members of the HKS SIB Lab. The Parties further acknowledge that it is in the Parties' interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the HKS SIB Lab that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the Parties may rely. The Parties further acknowledges that the innovation initiatives are relatively new, little-used and little-studied tools. Accordingly, the Parties understand and agree that the HKS SIB Lab does not hereby, and will not hereafter, warrant or make any representations concerning the accuracy of ideas, judgments, opinions, projections, analyses or estimates which any member of the HKS SIB Lab provides to the Parties under this Contract (collectively, "**SIB Lab Materials**"). The Parties further agree that (i) any decision the Parties may make to rely on any SIB Lab Materials shall be at their own risk; and (ii) no member of the HKS SIB Lab shall be liable to the Parties for, and the Parties shall not make any claim against any member of the HKS SIB Lab relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the Parties may at any time sustain or incur in connection with or arising out of any SIB Lab Materials or the Parties' reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of any member of the HKS SIB Lab. Without limiting the foregoing, in no event shall any member of the HKS SIB Lab be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this PFS Contract, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

Section 10.02 Amendment. This PFS Contract may be amended by the Parties for any reason in writing or as otherwise provided herein, including, but not limited to, substitution or revision of one or more of the Appendices or Schedules hereto, or to extend the term of this PFS Contract. Except as otherwise provided herein, any amendments that materially affect the amount or timing of the Success Payments shall require the consent of the Funding Partners. Certain changes to the PFS Contract that do not materially affect the rights or obligations of the Parties, including the appendices and schedules, may be approved by the Operating Committee in accordance with the Change Management Procedures specified in Schedule F.

Section 10.03 Successors and Assigns. Other than as set forth in Section 8.02(e) of this PFS Contract, none of JVS, SFI nor SFMA may assign its rights, duties and obligations under this PFS Contract without the written consent of the other Parties and the Funding Partners. Any other purported assignment is void. The rights and obligations of JVS, SFI and SFMA shall inure to and be binding upon their respective successors and assigns.

Section 10.04 Notices. Any request, authorization, direction, notice, consent, waiver or other document provided under this PFS Contract shall be in writing and shall be deemed sufficiently given when mailed by registered or certified mail, postage prepaid, or sent by electronic mail, with receipt acknowledged, or hand-delivered during business hours as follows:

To the Commonwealth at:

Executive Office for Administration and Finance
State House, Room 373
Boston, MA 02133
Attention: Tayo Edun
Email: Tayo.Edun@state.ma.us

Executive Office for Education
One Ashburton Place, Room 1403
Boston, MA 02108
Attention: Ann Reale, Undersecretary
Email: ann.reale@state.ma.us

Executive Office of Labor and Workforce Development
One Ashburton Place, Suite 2112
Boston, MA 02108
Attention: Jennifer James, Undersecretary
Email: Jennifer.James@state.ma.us

To JVS at:

Jewish Vocational Service
75 Federal Street
Boston, MA 02110
Attention: Carol Grady
Email: CGrady@jvs-boston.org

With a copy to:

Morgan, Lewis & Bockius, LLP
One Federal Street
Boston, MA 20110-1726
Attention: Mark Stein
Email: mstein@morganlewis.com

To SFI:

Social Finance, Inc.
10 Milk Street, Suite 1010
Boston, MA 02108
Attention: Caitlin Reimers Brumme
Email: creimers@socialfinance.org

To SFMA:

Social Finance MA LLC
10 Milk Street, Suite 1010
Boston, MA 02108
Attention: Caitlin Reimers Brumme
Email: creimers@socialfinance.org

With a copy to:

Choate Hall & Stewart LLP
2 International Place
Boston, MA 02110
Attention: Brad Bedingfield
Email: bbedingfield@choate.com

Each Party shall promptly notify all other Parties in writing of any changes to the contact information above. A Party entitled to notice hereunder may waive, prospectively or retroactively, the obligation of another Party to give notice, but such waiver shall not affect any notice obligations of other Parties.

Section 10.05 Agreement Not for the Benefit of Other Parties.

- (a) Except as set forth in clause (b) of this Section 10.05, this PFS Contract is not intended for the benefit of and shall not be construed to create rights in parties other than the Commonwealth, JVS, SFI, SFMA, the Independent Evaluator and JFF.
- (b) The Commonwealth acknowledges that SFMA will collaterally assign the right to payment set forth in this PFS Contract to its Funding Partners (together with their successors and assigns, the "Assignees") as collateral for the obligations of SFMA to the Assignees, and the Commonwealth hereby consents to such collateral

assignment. The Commonwealth agrees that no amendment to this PFS Contract that affects the amount or timing of Success Payments hereunder shall be valid without the prior written consent of each Assignee. Each Assignee shall be a third party beneficiary of the Success Payment provisions of this PFS Contract and shall be entitled to enforce the payment provisions hereof.

Section 10.06 Severability. In case any provision of this PFS Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that the allocation of benefits and burdens under this PFS Contract shall not thereby be materially altered.

Section 10.07 Counterparts. This PFS Contract may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

Section 10.08 Captions. The captions and table of contents of this PFS Contract are for convenience only and shall not affect the construction hereof.

Section 10.09 Governing Law. All issues concerning this Contract shall be governed by and construed in accordance with the laws of the Commonwealth without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the Commonwealth .

Section 10.10 Waiver of Jury Trial. EACH PARTY TO THIS PFS CONTRACT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS PFS CONTRACT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS PFS CONTRACT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS PFS CONTRACT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS PFS CONTRACT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PFS CONTRACT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.11 Commonwealth Standard Terms and Conditions. The Commonwealth Standard Terms and Conditions, included as Exhibit A to this PFS Contract, are hereby incorporated into this PFS Contract and shall apply to this PFS Contract, provided, however, that to the extent that the provisions of this PFS Contract are construed by any Party or any other person to be inconsistent with Section 2 and Section 4 of the Commonwealth Standard Terms and Conditions, this PFS Contract shall prevail.

Section 10.12 Entire Agreement. This PFS Contract (including the Schedules, Exhibits and Appendices hereto) constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein will be binding or valid, except to the extent this PFS Contract is amended in the manner set forth in Section 10.02.

Section 10.13 Non-Waiver. The failure of any Party to exercise any right or to require strict performance of any provision will not waive or diminish such Party's right thereafter to exercise such right or to require strict performance of any provision nor will a waiver of any breach or default of this PFS Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No waiver of any of the provisions of this PFS Contract will be binding unless executed in writing by the Party making the waiver.

Section 10.14 Survival of Covenants, Representations and Warranties. Except as required to implement the Early Termination Provisions under Article 8, and the provisions of Article 9, (Confidentiality), together with any related Appendices, Schedules or Exhibits (each of which will survive any termination or expiration of this PFS Contract until all obligations and disputes thereunder have been satisfied or resolved in accordance with their terms and the terms of this PFS Contract), no covenants, representations, and warranties of the Parties will survive the termination or expiration of this PFS Contract.

Section 10.15 Force Majeure. Whenever performance is required of a Party hereunder, that Party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, or other acts of God, war, terrorism, civil commotion, riots, strikes, picketing, or other labor disputes, damage to work in progress by casualty, material shortages, or by other cause beyond the reasonable control of the Party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

Section 10.16 Actions by Commonwealth. Except as otherwise provided herein, whenever any provision of this PFS Contract requires or permits any action to be taken or notice or consent to be given by the Commonwealth, such action, notice or consent shall be deemed sufficiently taken or given if taken or given for the Commonwealth by the Secretary of EOAF or a designee. Notwithstanding the above, both EOE and LWD shall be provided with copies of all reports submitted under Article 5, and shall have representation on the Oversight and Operating Committees as set forth in Schedule F.

Section 10.17 Responsibility of the Commonwealth. In performing its obligations under this PFS Contract, the Commonwealth shall not be liable for any action by it or any of its officers, directors, employees and agents (i) taken in good faith and reasonably believed to be within the discretion or powers conferred upon it, or (ii) in good faith omitted to be taken because reasonably believed to be beyond the discretion or powers conferred upon it, or (iii) taken pursuant to any direction or instruction by which it is governed under this PFS Contract. The Commonwealth shall in no event be liable for the application or misapplication of funds, or for other acts or defaults by any person except its own officers, directors and employees. When any consent or other action by the Commonwealth is called for by this PFS Contract, it may defer such action pending such investigation or inquiry or receipt of such evidence, if any, as it

may require in support thereof. No permissive right or power to act shall be construed as a requirement to act; and no delay in the exercise of any such right or power shall affect the subsequent exercise of that right or power.

[Signature Pages to follow]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this PFS Contract to be effective as of the Effective Date.

**THE COMMONWEALTH OF
MASSACHUSETTS**

By: _____

Name: Kristen Lepore

Title: Secretary of the Executive Office of
Administration and Finance

By: _____

Name: James A. Peyser

Title: Secretary of the Executive Office of
Education

By: _____

Name: Ronald L. Walker, II

Title: Secretary of the Executive Office of Labor
and Workforce Development

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this PFS Contract to be effective as of the Effective Date.

**THE COMMONWEALTH OF
MASSACHUSETTS**

By: _____

Name: Kristen Lepore

Title: Secretary of the Executive Office of
Administration and Finance

By:  _____

Name: James A. Peyser

Title: Secretary of the Executive Office of
Education

By: _____

Name: Ronald L. Walker, II

Title: Secretary of the Executive Office of Labor
and Workforce Development

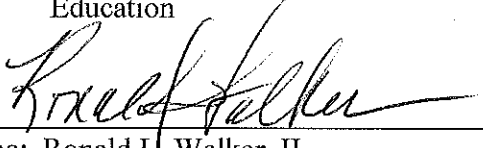
EXECUTION COPY

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this PFS Contract to be effective as of the Effective Date.

**THE COMMONWEALTH OF
MASSACHUSETTS**

By: _____
Name: Kristen Lepore
Title: Secretary of the Executive Office of
Administration and Finance

By: _____
Name: James A. Peyser
Title: Secretary of the Executive Office of
Education

By:  _____
Name: Ronald L. Walker, II
Title: Secretary of the Executive Office of Labor
and Workforce Development

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this PFS Contract to be effective as of the Effective Date.

JEWISH VOCATIONAL SERVICE

By: 

Name: Jerry Rubin

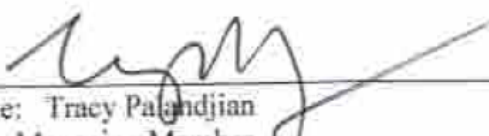
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this PFS Contract to be effective as of the Effective Date.

SOCIAL FINANCE, INC.

By: 
Name: Tracy Palandjian
Title: Chief Executive Officer

**MASSACHUSETTS PATHWAYS TO
ECONOMIC ADVANCEMENT 2016 LLC**

By: 
Name: Tracy Palandjian
Title: Managing Member

Appendix A – Index of Defined Terms

Capitalized terms used in this PFS Contract, including the Schedules hereto, are defined as set forth below.

1. “ABE” refers to Adult Basic Education.
2. “Administrative Services Agreement” refers to such contract that SFMA will enter into with fiscal agent.
3. “Announcement Strategy” has the meaning set forth in Schedule G.
4. “Assignees” has the meaning set forth in Section 10.05(b).
5. “Authorized Contractors” has the meaning set forth in Recitals.
6. “Authorizing Criteria” has the meaning set forth in Recitals.
7. “Authorized PFS Agreements” has the meaning set forth in Recitals.
8. “Bridges” means the Program Track described as the Bridges to College program in Schedule A, Section (b)(iii).
9. “Bridges Final Outcome” has the meaning set forth in Schedule C, Section 4.4.
10. “Capital Call Dates” has the meaning set forth in Section 4.05.
11. “Capital Shortfall” has the meaning set forth in Section 4.05.
12. “Change Management Procedures” has the meaning set forth in Schedule F.
13. “Commonwealth” refers to the Commonwealth of Massachusetts.
14. “Commonwealth Data Sharing Agreements” has the meaning set forth in Section 7.03.
15. “Commonwealth Standard Terms and Conditions” are included in Exhibit A to the PFS Contract.
16. “Confidential Information” has the meaning set forth in Section 9.01(a).
17. “Consented Subject” means individuals who are eligible for the English for Advancement Program Track and who have consented to participate in the randomized controlled trial as described in the Random Assignment Operations Plan.
18. “Contract Term” has the meaning set forth in Section 1.01.

19. “Control Group” means the Consented Subjects in the English for Advancement Program Track who are randomized into the Control Group and who receive a list of ESOL resources but no other interactions, as described in the Random Assignment Operations Plan.
20. “Cure” has the meaning set forth in Article 8.
21. “DHE” refers to the Massachusetts Department of Higher Education.
22. “Disclosing Party” has the meaning set forth in Section 9.01(a).
23. “DUA” refers to the Massachusetts Department of Unemployment Assistance.
24. “Early Success Payment” has the meaning set forth in Schedule E, Section 5.3.
25. “Early Participants” has the meaning set forth in Section 1.03.
26. “Earnings Data” refers to the data provided by DUA for Independent Evaluator to determine Rapid Employment, Skills, and EFA Final Outcomes, and includes variables set forth in Schedule C, Appendix A, Section 6.
27. “Earnings Matching File” refers to the data file that Independent Evaluator will prepare to request Earnings Data from DUA, and includes variables set forth in Schedule C, Section 3.4(b)(i).
28. “EFA Final Outcome” has the meaning set forth in Schedule C, Section 4.3(b).
29. “Effective Date” has the meaning set forth in Section 1.01.
30. “Enabling Act” has the meaning set forth in Recitals.
31. “English for Advancement” means the Program Track described as such in Schedule A, Section (b)(iii).
32. “Enrolled Participants” refers to all individuals receiving JVS Services in all Program Tracks who are engaged with JVS eleven (11) days after the start of JVS Services in the applicable Program Track during the Project Period, including (i) any Early Participants in any of the Program Tracks, (ii) individuals enrolled in the Rapid Employment, Skills and Bridges Program Tracks who are not funded pursuant to the PFS Contract.
33. “EOAF” refers to the Massachusetts Executive Office of Administration and Finance.
34. “EOE” refers to the Massachusetts Executive Office of Education.
35. “EOLWD” refers to the Massachusetts Executive Office of Labor and Workforce Development.

36. “ESOL” refers to English for Speakers of Other Languages.
37. “Evaluation Implementation Agreement” has the meaning set forth in Section 3.02.
38. “Evaluation Plan” refers to the Evaluation Plan included in Schedule C hereto.
39. “Final Outcomes” means the Bridges Final Outcome, the EFA Final Outcome, the Rapid Employment Final Outcome, the Program Engagement Final Outcome, and the Skills Final Outcome, individually or collectively, as applicable.
40. “Final Outcomes Report” has the meaning set forth in Schedule C, Article V.
41. “Financing Condition” means the first date following the Effective Date when the Funding Commitments and the initial amounts contemplated to be funded thereunder pursuant to the Funding Plan are available.
42. “Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; lightning; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; acts of God or any other disaster natural or man-made, or similar cause beyond the reasonable control of the Party affected thereby.
43. “Funding Commitments” has the meaning set forth in Section 4.01.
44. “Funding Partners” has the meaning set forth in Recitals.
45. “Funding Plan” has the meaning set forth in Section 4.01.
46. “Governmental Authority” means any (i) federal, state, local or municipal governmental authority, quasi-governmental authority of any nature or any political subdivision thereof (including any taxing authority, agency, branch, board, department, commission, bureau, official, or entity and any court, arbitral body, or other tribunal); or (ii) body entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority.
47. “HKS SIB Lab” has the meaning set forth in Section 10.01.
48. “Incremental Value per Final Outcome” has the meaning set forth in Schedule D.
49. “Independent Evaluator” has the meaning set forth in Section 3.02.
50. “Individual Earnings Observation Period” has the meaning set forth in Schedule C, Section 3.4(a)(i).

51. “Individual Post-Secondary Observation Period” has the meaning set forth in Schedule C, Section 3.5(a)(i).
52. “JFF” refers to Jobs for the Future.
53. “JVS” refers to Jewish Vocational Service.
54. “JVS Data Sharing Agreements” has the meaning set forth in Section 3.05.
55. “JVS Intake Data” has the meaning set forth in Schedule C, Section 1.1(a)(i).
56. “JVS Services” refers to services to be delivered under this PFS Contract as specified in Schedule A.
57. “JVS Services Data” has the meaning set forth in Schedule C, Section 1.1(a)(ii).
58. “Laws” refers to any written law, statute, constitutional provision, treaty, code, ordinance, rule or regulation or other similar requirement of any Governmental Authority and any directive, policy, or binding guideline of the State or of a Federal Governmental Authority.
59. “Master Data File” has the meaning set forth in Schedule C, Section 3.1.
60. “Matching File” refers to the Earnings Matching File, the Post-Secondary Education Matching File or the Quincy Education Matching File, collectively or individually, as applicable.
61. “Matured Participants” refers to Enrolled Participants in the Rapid Employment and Skills Program Tracks, and Study Population Members in the English for Advancement Program Track for whom the relevant Individual Earnings Observation Period was completed two quarters previously.
62. “Measurement Period” has the meaning set forth in Schedule B.
63. “New Intermediary” has the meaning set forth in Section 8.02(e)(i).
64. “Operating Committee” has the meaning set forth in Schedule F.
65. “Oversight Committee” has the meaning set forth in Schedule F.
66. “Parties” has the meaning set forth in Introduction.
67. “PFS Contract” refers to this Pay for Success contract among the Commonwealth of Massachusetts, Jewish Vocational Service, Social Finance, Inc. and Social Finance MA LLC.
68. “PFS Fund” has the meaning set forth in Recitals.

69. “PFS Identifier” refers to a designation assigned by JVS to Enrolled Participants or Study Population Members that are funded pursuant to the PFS Contract.
70. “PFS Project” refers to the Massachusetts Pathways to Economic Advancement Project for which the Parties wish to enter into a contract on the terms and conditions set forth in this PFS Contract.
71. “Post-Secondary Education Data” refers to the data provided by DHE for Independent Evaluator to determine Bridges Final Outcome, and includes variables set forth in Schedule C, Appendix A, Section 7.
72. “Post-Secondary Education Matching File” refers to the file that Independent Evaluator will prepare to request Post-Secondary Education Data from DHE, and includes variables set forth in Schedule C, Section 3.5 (b)(i).
73. “Private Funding Agreements” means the funding agreements that SFMA will enter into with Funding Partners.
74. “Program Engagement Final Outcome” has the meaning set forth in Schedule C, Section 4.5.
75. “Program Enrollment Quarter” refers to the quarter in which an individual becomes an Enrolled Participant.
76. “Program Tracks” has the meaning set forth in Section 2.01.
77. “Project Change Request” has the meaning set forth in Schedule F.
78. “Project Overview Materials” has the meaning set forth in Schedule G.
79. “Project Period” has the meaning set forth in Section 1.03.
80. “Project Stakeholders” means the Parties, the Independent Evaluator, and JFF
81. “Proprietary Educational Materials” has the meaning set forth in Section 5.01(b).
82. “Public Value per Final Outcome” has the meaning set forth in Schedule D.
83. “Quincy” refers to Quincy College
84. “Quincy Data Sharing Agreement” refers to data sharing agreement that Independent Evaluator will enter into with Quincy to perform the analysis in accordance with Schedule C.
85. “Quincy Education Data” refers to the data provided by Quincy for Independent Evaluator to determine Bridges Final Outcome, and includes variables set forth in forthcoming Quincy Data Sharing Agreement.

86. “Quincy Education Matching File” refers to the file that Independent Evaluator will prepare to request Quincy Education Data from Quincy, and includes variables set forth in forthcoming Quincy Data Sharing Agreement.
87. “Random Assignment Operations Plan” means the Random Assignment Operations Plan attached as Appendix D to Schedule C, as it may be amended from time to time.
88. “Random Assignment Quarter” refers to the quarter in which Study Population Members are randomly assigned to the Treatment or Control Group, in accordance with the Random Assignment Operations Plan.
89. “Randomization” means the process by which participants in English for Advancement will be assigned to the Treatment Group and the Control Group as outlined in the Random Assignment Operations Plan.
90. “Randomization Ratio” refers to the ratio of eligible Consented Subjects who are randomly assigned to the Treatment and Control Groups as described in the Random Assignment Operations Plan.
91. “Randomization Report” refers to the report defined in Schedule F.
92. “Rapid Employment” means the Program Track described as such in Schedule A, Section (b)(iii).
93. “Rapid Employment Final Outcome” has the meaning set forth in Schedule C, Section 4.1(a).
94. “Receiving Party” has the meaning set forth in Section 9.01(a).
95. “Required Reporting” has the meaning set forth in Recitals.
96. “Secretary” has the meaning set forth in Recitals.
97. “Service Commencement Date” has the meaning set forth in Section 1.02.
98. “Services Term” has the meaning set forth in Section 1.02.
99. “SFI” has the meaning set forth in the Introduction.
100. “SFMA” has the meaning set forth in the Introduction.
101. “SFMA Deposit Account” has the meaning set forth in Section 4.01.
102. “SFMA Operating Account” has the meaning set forth in Section 4.01.
103. “SIB Lab Materials” has the meaning set forth in Section 10.01.

104. “Side Letter Agreement” has the meaning set forth in set forth in Section 3.03(a).
105. “Skills” means the Program Track described as Occupational Skills Training in Schedule A, Section (b)(iii).
106. “Skills Final Outcome” has the meaning set forth in Schedule C, Section 4.2(b).
107. “Study Population Members” refers to individuals who are deemed eligible for English for Advancement, are Consented Subjects and have been randomly assigned to the Treatment or Control Group during the Project Period, all in accordance with the Random Assignment Operations Plan.
108. “Success Payments” refers to the payments that the Commonwealth is obligated to pay under this PFS Contract.
109. “Success Payment Invoice” has the meaning set forth in Section 4.03(b).
110. “Technical Assistance Services Agreement” has the meaning set forth in Section 3.03(b).
111. “Total Public Value” has the meaning set forth in Schedule D.
112. “Treatment Group” means the Consented Subjects in the English for Advancement Program track who are randomized into the Treatment Group as described in the Random Assignment Operations Plan.
113. “Unique Identifier” refers to a unique, non-personally-identifying identification number assigned to Enrolled Participants and Study Population Members.
114. “Wind-Up Budgets” has the meaning set forth in Schedule E, Section 5.1.

Schedule A: JVS Services

a. Goals and Objectives: Deliver Adult Basic Education and vocational training services to approximately 2000 adults in multiple cities across the Commonwealth, enabling successful transitions to employment, higher wages or higher education through four distinct program tracks.

b. Service Delivery

i. Staffing Model: JVS will ensure appropriate levels of staffing for the contracted services. Staff will include lead instructors, instructors, coaches, career navigators, support staff, managers and directors.

ii. Service Area: Services will be delivered in Boston and the surrounding region, with specific locations to be determined by JVS.

iii. Service Delivery Approach:

Program Track (Total Enrolled Participants with a PFS Identifier)	Rapid Employment (RE, 360-450)
Description	Vocational English for Speakers of Other Languages integrated with job readiness, job search assistance and skills development activities with an emphasis on customer service, succeeding in the American workplace, and interviewing preparation.
Target Population	Recent immigrants and refugees with low English language skills, limited education and work experience in this country.
Outreach and Referral Sources	<ul style="list-style-type: none"> Referrals from Voluntary Resettlement Agencies and Department of Transitional Assistance will be the primary recruitment source. Referrals from former clients and client family members.
Assessment	JVS will conduct an intake interview to confirm required documentation and assess English level.
Service Model	<ul style="list-style-type: none"> Classroom Instruction: high intensity daily open entry, open exit classes attended on average 4-12 weeks. Instruction includes contextualized language development, job readiness training, and basic computer applications. Other: Other program supports include job development, job placement support, case management and post-placement supports to be determined based on the individual needs of the client.
Program Track (Total Enrolled Participants with a PFS Identifier in the Treatment Group)	English for Advancement (EFA, 1000-1200)

Description	Multi-level Vocational English for Speakers of Other Languages classes attended for 2-12 months. Classes will focus on language acquisition with the simultaneous emphasis on preparing students to enter and succeed in the American workplace, or start an occupational training
Target Population	Individuals with low- to intermediate English language skills who are unemployed, hold work authorization, working in lower-skilled, or part-time jobs that offer little opportunity for higher paying positions.
Outreach and Referral Sources	<ul style="list-style-type: none"> • Referral partners and partner organizations with knowledge of and connection to the immigrant communities in which they are located. • Outreach partners may conduct outreach through language-based radio and print media, and at local libraries, schools, housing developments, churches and businesses in target neighborhoods.
Assessment	JVS will conduct an initial screening in which eligibility, employment authorization documentation, English comprehension and financial and personal readiness will be determined and assessed. JVS will use a standardized assessment process and English comprehension tests.
Service Model	<ul style="list-style-type: none"> • Classroom Instruction: Classroom-based Vocational English for Speakers of Other Languages offered at multiple sites within the target geography. Classes will be offered in the day, evening or both at the discretion of JVS. • Other: Other program supports include job development, job placement support, case management and post-placement supports to be determined based on the individual needs of the client.

Program Track (Total Enrolled Participants with a PFS Identifier)	Occupational Skills Training (Skills, ~230)
Description	Provide contextualized English, reading and math instruction that integrates industry-specific vocabulary, skills and content. Curriculum combines language instruction, computer literacy and job readiness. Experiential learning and skill development incorporated into the short-term training.
Target Population	Intermediate English participants who have a documented work history in this country, but lack the language and vocational skills needed to obtain their desired position.
Outreach and Referral Sources	<ul style="list-style-type: none"> • Referral partners and partner organizations with knowledge of and connection to the immigrant communities in which they are located. • JVS and BEST Corp may conduct outreach through language-based radio and print media, and at local libraries, schools, housing developments, churches and businesses in target neighborhoods.

Assessment	JVS and BEST Corp will conduct a multi-step process which determines and assesses eligibility, English comprehension and personal and financial readiness. Multiple documents are requested along with in-depth interviews to determine and assess client fit and readiness.
Service Model	<ul style="list-style-type: none"> • Classroom Instruction: 6-14 weeks of classroom instruction in contextualized Vocational English for Speakers of Other Languages instruction, computer training, customer service skills, working with the public, interviewing, and resume writing. Clients receive hands-on training of vocational skills and specific career coaching aimed at ensuring graduates are well-equipped to compete for vacancies with participating employers. • Other: Other program supports include job development and job placement support, case management and post-placement supports to be determined based on the individual needs of the client.

Program Track (Total Enrolled Participants with a PFS Identifier)	Bridges to College (Bridges, ~120)
Description	An intensive 23 week college preparation curriculum (English, math, science and computer skills) that helps students develop the skills they need to succeed in college.
Target Population	Individuals with higher level English skills and at least a high school credential whose English, math, science and computer skills are below the level needed to enter college at a credit-bearing level. Specifically, students need a high school diploma or its equivalent, the ability to qualify for financial aid, and qualifying scores on academic assessment tools used by JVS to meet the entry criteria for the program.
Outreach and Referral Sources	<ul style="list-style-type: none"> • Referral partners with knowledge of and connection to the immigrant communities in which they are located, including Bunker Hill Community College, Quincy College, and their existing network of feeder organizations.
Assessment	JVS will conduct an initial screening in which eligibility, motivation, personal and financial readiness will be determined and assessed. JVS will use its standardized assessment process and English comprehension tests.
Classroom Instruction	<ul style="list-style-type: none"> • Classroom Instruction: JVS will provide pre-college English. Math and Study Skills with material contextualized to targeted college programs at Quincy College and Bunker Hill Community College. • Other: Other program supports may include case management, scholarship support, individual academic coaching, tutoring and post-graduation coaching, to be determined based on the individual needs of the client.

Schedule B: Project Timeline

This Schedule B sets forth the timeline for JVS Services delivery, measurement of Final Outcomes, including data sharing and calculation of Success Payments under the PFS Contract. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Appendix A and Schedule C to the PFS Contract. See Appendix A to this Schedule B for an illustration of the PFS Project timeline.

Other data sharing and reporting will occur pursuant to the provisions of Schedule C (Evaluation) and Schedule F (Governance). In the event of an early termination of the PFS Contract in accordance with Article 8 thereof and the calculation of an Early Success Payment in accordance with Schedule E, Section 5.3, the measurement, calculation and payment of such Early Success Payment will occur in accordance with a schedule to be determined by the Parties.

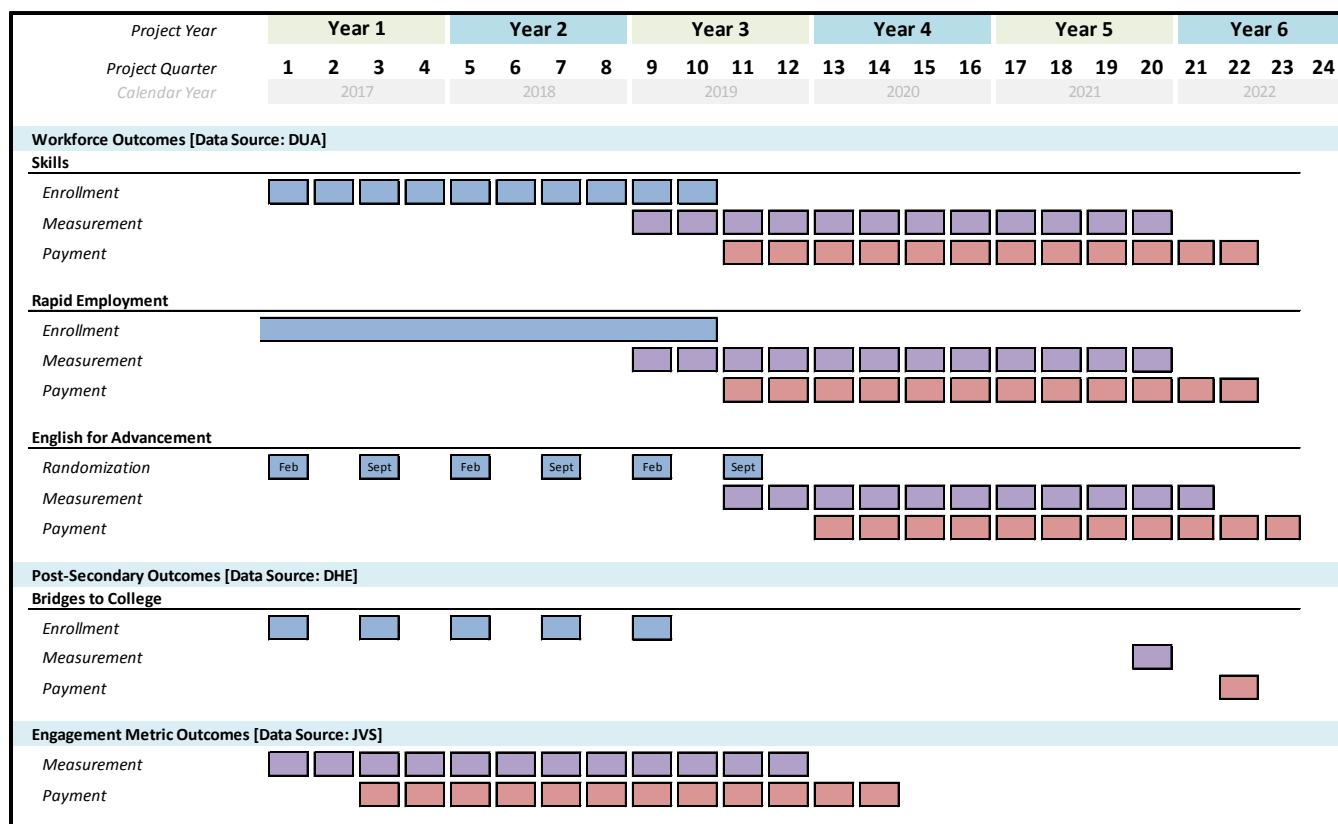
References to quarters in this Schedule B refer to calendar quarters following the Service Commencement Date; provided that the first quarter will begin on the Service Commencement Date and will end on March 31, 2017.

1. JVS may begin enrolling individuals in the Program Tracks on the Service Commencement Date until approximately the end of the twelfth (12) quarter following Service Commencement Date as determined by JVS's then current class and enrollment schedule; provided that JVS may elect to enroll individuals prior to the Service Commencement Date during the early start period as set forth in Section 1.03 of the PFS Contract.
2. JVS Services will be provided during the Project Period and will continue until the attrition or graduation of the last Enrolled Participant with a PFS Identifier or Study Population Member.
3. Each of the Final Outcomes will be measured by the Independent Evaluator in accordance with Schedule C on a quarterly basis beginning with the calendar quarter set forth below through the end of the applicable measurement period as set forth below for each Final Outcome (each a "**Measurement Period**"):
 - (i) For Rapid Employment Final Outcome and Skills Final Outcome, Measurement Period will run from Q9 to Q20;
 - (ii) For EFA Final Outcome, the Measurement Period will run from Q11 to Q21;
 - (iii) For Bridges Final Outcome, the Measurement Period will consist of Q20, although Independent Evaluator will collect and report on data in other quarters as agreed to by the Parties; and
 - (iv) For Program Engagement Final Outcome, the Measurement Period will run from Q1 to Q12.

4. JVS will provide Independent Evaluator with JVS Intake Data and JVS Services Data as described in Schedule C, Section 1.1(a) within 30 days of the end of the first month in which JVS has Enrolled Participants with a PFS Identifier across any of the Program Tracks; monthly thereafter until the start of Q5, and by the sixth week of each quarter from Q5 to Q16 for the following individuals:
 - (i) For Rapid Employment, Skills, and Bridges: all Enrolled Participants in the Project Period; and
 - (ii) For English for Advancement: JVS Intake Data for all Study Population Members in the Project Period, and JVS Services Data for all Treatment Group members in the Project Period.
5. In those quarters in which a Matching File is required in accordance with Schedule C, Independent Evaluator will prepare the applicable Matching File, and submit it in accordance with the schedule below.
 - (i) Independent Evaluator will send DUA the Earnings Matching File by the sixth week of each quarter within the Measurement Period for Rapid Employment, Skills and English for Advancement; DUA will provide the Independent Evaluator with Earnings Data within 30 days of receipt of each Earnings Matching File.
 - (ii) Independent Evaluator will send DHE the Post-Secondary Education Matching File by August 31 2021 for Bridges; DHE will provide the Independent Evaluator with Post-Secondary Education Data by November 15 after receipt of the Post-Secondary Education Matching File.
 - (iii) Independent Evaluator will send Quincy College the Quincy Education Matching File by the start of the Measurement Period for Bridges; Quincy will provide the Independent Evaluator with Quincy Education Data within timeframe specified in the Quincy Data Sharing Agreement.
6. Independent Evaluator will measure the applicable Final Outcomes for each quarter during the related Measurement Period, and will provide the Operating Committee with a Final Outcomes Report, within 30 days of receipt of the related data.
7. SFI will calculate the applicable Success Payment resulting from such Final Outcome Reports in accordance with Schedule D (Calculation of Success Payments) and prepare an invoice for verification by the Operating Committee within 15 days of receipt of each Final Outcomes Report.
8. The Operating Committee shall have 15 days upon receipt to verify the Success Payment Invoice.
9. Each verified Success Payment Invoice will be submitted to the Secretary by SFI, and shall be paid in accordance with the schedule set forth in Section 4.03

of the PFS Contract.

Appendix A: Illustrative Project Timeline



Schedule C - Evaluation Plan

This Schedule sets forth the evaluation methodology that the Independent Evaluator will utilize to determine the magnitude of Final Outcomes that resulted from JVS Services. The measurement and determination of these Final Outcomes will serve as the basis for Success Payment calculations described in Schedule D.

References to quarters in this Schedule C refer to calendar quarters following the Service Commencement Date; provided that the first quarter will begin on the Service Commencement Date and will end on March 31, 2017.

ARTICLE I DATA SOURCES AND ACCESS

Section 1.1 Data Sources

(a) JVS Intake Data and JVS Services Data

JVS will share two types of data in accordance with the schedule set forth in Schedule B to the PFS Contract.

- i. **JVS Intake Data** will consist of a Unique Identifier, PFS Identifier and certain demographic, socioeconomic, and personally identifying data for Enrolled Participants in Rapid Employment, Skills and Bridges Program Tracks, and Study Population Members. The personally identifying data will be used to access Earnings Data, Post-Secondary Education Data, and Quincy Education Data. The demographic and socioeconomic data may be used for conducting ancillary analysis of outcomes for subgroups of participants as described in Appendix C below.
- ii. **JVS Services Data** will consist of data about the provision of JVS Services to Enrolled Participants in Rapid Employment, Skills, and Bridges, and Study Population Members in the Treatment Group. JVS Services Data will be used to prepare the applicable Matching Files. JVS Services Data may also be used in conducting ancillary analysis of how outcomes varied by participants' level of program participation, as described in Appendix C below.

(b) DUA Earnings Data

Earnings Data derived from DUA consists of the quarterly earnings data that will be used to determine the Rapid Employment, Skills and EFA Final Outcomes as defined in Sections 4.1, 4.2, and 4.3 below. Independent Evaluator will submit the Earnings Matching File needed to extract such data to DUA for Matured Participants and DUA will extract such data to be provided to the Independent Evaluator in accordance with the schedule set forth in Schedule B, Section 5 (i).

(c) DHE Post-Secondary Education Data and Quincy Education Data

Post-Secondary Education Data derived from DHE and Quincy Education Data consists of the remedial and college credit data that will be used to determine the Bridges Final Outcome as defined in Section 4.4 below. Independent Evaluator will submit the Post-Secondary Education Matching File and Quincy Education Matching File needed to extract such data to DHE and Quincy for Enrolled Participants in the Bridges Program Track. DHE and Quincy will extract such data to be provided to the Independent Evaluator in accordance with the schedule set forth in Schedule B, Section 5(ii) and (iii), respectively.

Section 1.2 Data Access

(a) Simultaneously with the execution of the PFS Contract, Independent Evaluator and DHE and DUA, respectively, will enter into the applicable data sharing agreements, and the Independent Evaluator will enter in the Quincy Data Sharing Agreement by the one-year anniversary of the Service Commencement Date. The parties to these data sharing agreements will establish the applicable protocols to allow Independent Evaluator to access Earnings Data, Post-Secondary Education Data, and Quincy Education Data to perform the analysis in accordance with this Schedule C. In the event that the Independent Evaluator and Quincy do not enter into the Quincy Data Sharing Agreement by the one-year anniversary of the Service Commencement Date, the Independent Evaluator will propose an alternative methodology to measure the Bridges Final Outcome for Bridges Enrolled Participants who attend Quincy College.

(b) Simultaneously with the execution of the PFS Contract, Independent Evaluator and JVS will enter into the applicable data sharing agreement and establish the applicable protocols to allow Independent Evaluator to perform its obligations under this Schedule C. During intake for the Program Tracks, JVS will ask each individual client to sign a study consent form in the form attached hereto as Appendix E permitting the Independent Evaluator to access personally identifying information found in the JVS Intake Data and JVS Services Data, DUA Earnings Data, DHE Post-Secondary Education Data, and Quincy Education Data. JVS shall retain originals of signed consent forms, and provide electronic copies (using secure file transfer protocols) to the Independent Evaluator, who shall provide access to DUA and DHE upon request.

ARTICLE II DATA SECURITY

Section 2.1 Data Transfer: JVS, Independent Evaluator, DUA, DHE and Quincy agree to share electronic data using encrypted files such that a password will be required to access the data..

Section 2.2 Personally-Identifying-Information: All Enrolled Participants and Study Population Members will be assigned a Unique Identifier that will be used in the Master Data File. JVS, Independent Evaluator, DUA, DHE and Quincy will ensure that any data containing personally-identifying information will at all times be kept separately from the Master Data File and will be available only to Independent Evaluator, JVS, DUA, DHE and Quincy staff that have been trained in federal and state regulations concerning the appropriate storage and transfer of confidential information of individuals.

Section 2.3 File Storage and Backup: JVS, Independent Evaluator, DUA, DHE and Quincy agree to store data shared pursuant to the relevant data sharing agreements using reasonable physical, technical, and administrative security measures to protect the data. When not in use, data will be kept in locked locations. No personally identifiable information will be shared outside of DUA, DHE, Independent Evaluator, JVS and Quincy.

ARTICLE III DATA COLLECTION

Section 3.1 Master Data File

Independent Evaluator will at all times throughout the PFS Project compile and maintain a master data file (the "Master Data File"), which will include the following individual-level information collected from JVS, DHE, DUA and Quincy as set forth in Section 1.1 above:

- (a) JVS Intake Data which includes the variables set forth on Appendix A, Section 1 below;
- (b) JVS Services Data which includes the variables set forth on Appendix A, Sections 2, 3, 4, and 5 below;
- (c) Earnings Data which includes the variables set forth on Appendix A, Section 6 below;
- (d) Post-Secondary Education Data which includes the variables set forth on Appendix A, Section 7 below;
- (e) Quincy Education Data which will include the variables set forth in forthcoming Quincy Data Sharing Agreement (which is anticipated to be similar to those variables in the Post-Secondary Education Data); and
- (f) Randomization data which includes the variables set forth on Appendix A, Section 8 below.

Section 3.2 Data Collection – JVS Intake Data and JVS Services Data

- (a) JVS will provide JVS Intake Data and JVS Services Data according to the schedule specified in Schedule B to the PFS Contract.

Section 3.3 Data Collection – Randomization Data for English for Advancement

- (a) At each instance of Randomization, JVS shall enter the Study Population Member's Unique Identifier, First Name, Last Name, Date of Birth, Social Security Number, and EFA Site into a customized database through an online portal that will immediately generate the Study Population Member's assignment status to the Treatment Group or Control Group.

Section 3.4 Data Collection – Earnings Data for Rapid Employment, English for Advancement and Skills

- (a) Prior to each quarter within the applicable Measurement Period,
 - (i) For each Enrolled Participant (for Rapid Employment and Skills) and each Study Population Member (for English for Advancement), Independent Evaluator will determine the Individual Earnings Observation Period, which will be defined as the fifth through eighth quarters after the end of the Program Enrollment Quarter for Rapid Employment and Skills, and the fifth through eighth quarters after the end of the Random Assignment Quarter for English for Advancement.
 - (ii) Independent Evaluator will identify Matured Participants for each Program Track during each quarter during the applicable Measurement Period.
- (b) During each quarter in an applicable Measurement Period for Rapid Employment, Skills and English for Advancement, the Independent Evaluator shall prepare and provide DUA with an Earnings Matching File according to the schedule specified in Schedule B.

- i. An Earnings Matching File will contain the following information for each Matured Participant identified to date by the Independent Evaluator: Unique Identifier, First Name, Last Name, Social Security Number, Start Quarter, and End Quarter.
 - ii. Each quarterly Matching File will be cumulative in that it will contain a new cohort of Matured Participants as well as all previous Matured Participants.
- (c) DUA shall provide Independent Evaluator with Earnings Data according to the schedule specified in Schedule B.

Section 3.5 Data Collection – Education Data for Bridges

- (a) Prior to the Measurement Period for Bridges,
 - (i) For all Bridges Enrolled Participants, the Independent Evaluator will determine the Individual Post-Secondary Education Observation Period, defined as the period beginning on the Bridges graduation date and ending on the 2nd year anniversary of the Bridges graduation date for such individual.
- (b) Independent Evaluator shall prepare a Postsecondary Education Matching File and a Quincy Education Matching File according to the schedule specified in Schedule B.
 - (i) A Post-Secondary Education Matching File will contain each Bridges Enrolled Participant's Unique Identifier, First name, Last name, Social Security Number, and observation period start date.
 - (ii) A Quincy Education Matching File will contain data elements listed in the Quincy Data Sharing Agreement.
- (c) DHE and Quincy College shall provide Independent Evaluator with Post-Secondary Education Data and Quincy Education Data according to the schedule specified in Schedule B.

ARTICLE IV MEASURING OUTCOMES

For each quarter within an applicable Measurement Period, after receipt of the applicable Earnings Data, Post-Secondary Education Data, or Quincy Education Data, Independent Evaluator will utilize the methodology specified in this Section 4

Section 4.1 Measuring Rapid Employment Final Outcome

- (a) Independent Evaluator will calculate the average earnings of all Rapid Employment Matured Participants during their Individual Earnings Observation Periods. This will be the Rapid Employment Final Outcome.
- (b) Independent Evaluator will count the number of Rapid Employment Matured Participants who have a PFS Identifier.

Section 4.2 Measuring Skills Final Outcome

- (a) Independent Evaluator will calculate the average earnings of all Skills Matured Participants during their Individual Earnings Observation Periods.
- (b) Independent Evaluator will subtract the average earnings during the fifth through eighth quarters prior to the Program Enrollment Quarter for all Skills Matured Participants from the average earnings calculated in Section 4.2(a). This difference will be the Skills Final Outcome.
- (c) Independent Evaluator will count the number of Skills Matured Participants who have a PFS Identifier.

Section 4.3 Measuring EFA Final Outcome

- (a) All Study Population Members randomized into the Treatment Group will be included in the Treatment Group regardless of whether they enroll in EFA. All Study Population Members randomized into the Control Group will be included in the Control Group regardless of what services they receive from JVS or other agencies.
- (b) Independent Evaluator will calculate the difference in mean earnings between Matured Participants with a PFS Identifier in the Treatment Group and Matured Participants with a PFS Identifier in the Control Group during their Individual Earnings Observation Periods; the difference will be the EFA Final Outcome.
- (c) Independent Evaluator will count the number of English for Advancement Matured Participants in the Treatment Group with a PFS Identifier.

Section 4.4 Measuring Bridges Final Outcome

- (a) Independent Evaluator will calculate the proportion of Bridges Enrolled Participants who have earned at least 12 college credits and at most 3 remedial credits during their Individual Post-Secondary Education Observation Period to determine the Bridges Final Outcome.
- (b) Independent Evaluator will count the number of Bridges Enrolled Participants with a PFS Identifier.

Section 4.5 Measuring Program Engagement Outcome: Independent Evaluator will count the total number of Enrolled Participants with a PFS Identifier in the Rapid Employment, Skills, and Bridges Program Tracks, and the total number of Enrolled Participants with a PFS Identifier in the Treatment Group to determine the Program Engagement Final Outcome.

Section 4.6 Measurement Under Early Evaluation: In the case of notification of termination and if an Early Success Payment is required, Independent Evaluator will measure Final Outcomes according to Section 5.3 of Schedule E.

ARTICLE V REPORTING OUTCOMES

Section 5.1 Final Outcomes Report

According to the schedule specified in Schedule B, Independent Evaluator will provide the Operating Committee with a quarterly Final Outcomes Report for Final Outcomes measured in such quarter during each applicable Measurement Period, which will largely be in the form of Appendix B below.

Appendix A Data Variables

1. Intake Data

Data Source: JVS

1. Unique Identifier (5-digit numeric ID generated by ETO)
2. PFS Identifier (1=yes/0=no)
3. First Name
4. Last Name
5. Date of Birth
6. Social Security Number (SSN)
7. Date of Consent
8. Gender
9. Highest level of educational attainment
10. Education obtained in the US or outside of the US
11. Level of English (low, low-intermediate, intermediate, intermediate-high, based on JVS assessment)
12. Race
13. Hispanic origin
14. Country of birth
15. Primary language
16. Citizenship status
17. Resident alien status
18. How many months or years have you lived in the United States? ____Years ____Months
19. Parent of child under age 18 (custodial, noncustodial, both, no)
20. Number of adults in household (including participant)
21. Ever worked in a job for pay in the United States, including regular full-time or part-time work, odd jobs such as occasional babysitting or repair work, or temporary jobs
22. Employed at intake
23. Start date of current or most recent job in the US
24. End date of last job in the US if not employed at intake
25. Hourly wage at current or most recent job in the US
26. Hours worked per week at current or most recent job in the US
27. Sources of household income other than participants' own employment—yes or no for the following categories: SNAP, Unemployment benefits, TAFDC, Refugee cash assistance, Earnings from work for other household members, and other categories that JVS plans to collect

2. Rapid Employment Services Data

Data Source: JVS

1. Unique Identifier
2. Enrollment date (day 11 of RE Services)
3. Number of hours of class attended

4. Last date class attended (for those no longer participating)
5. Ever received help with finding a job from a career coach
6. Obtained a job
7. Job start date
8. Hourly wage at job start
9. Hours per week at job start

3. Occupational Skills Training Services Data

Data Source: JVS

1. Unique Identifier
2. Enrollment date (day 11 of Skills Services)
3. Number of hours of class attended
4. Graduation Date
5. Exit Date (if did not graduate)
6. Skills Training Track (CNA vs BEST Corps)
7. Industry Certification Obtained
8. Ever received help with finding a job from a career coach
9. Obtained a job
10. Job start date
11. Hourly wage at job start
12. Hours per week at job start

4. English for Advancement Services Data

Data Source: JVS

1. Unique Identifier
2. Enrollment Date (day 11 of EFA Services)
3. Number of hours of class attended
4. Last date class attended (for those no longer participating)
5. Ever received help with finding a job from a career coach
6. Obtained a job
7. Job start date
8. Hourly wage at job start
9. Hours per week at job start

5. Bridges to College Services Data

Data Source: JVS

1. Unique Identifier
2. Enrollment Date (day 11 of Bridges Services)
3. Number of hours of class attended
4. Graduation Date
5. Exit Date (if did not graduate)

6. Number of Remedial Credits Earned through Bridges Participation
7. Registered for college classes

6. Earnings Data

Data Source: DUA Database

1. Unique Identifier
2. Quarter of earnings
3. Quarterly earnings

7. Post-Secondary Education Data

Data Source: DHE HEIRS Database

1. Unique Identifier
2. Observation Period Start Date
3. Fiscal Year
4. Term
5. Class Type Remedial (excluding ESL) or College (excluding ESL)
6. Class Start Date
7. Class End Date
8. Number of Credits Earned
9. Enrollment Outcome [All available fields]
10. Credit Subject Code (2 digit code)
11. Date of Degree (certificate completion)
12. Type of Degree (certificate received)

8. Randomization Data

Data Source: JVS and Independent Evaluator

1. Unique Identifier
2. First Name
3. Last Name
4. Date of Birth
5. Social Security Number
6. Date of Randomization
7. Randomization Status
8. EFA Site

Appendix B - Final Outcomes Report Template

This Final Outcomes Report was prepared by Economic Mobility Corporation, Inc. In submitting this Final Outcomes Report, we verify that the Final Outcomes shown below were measured in accordance with Schedule C (Evaluation Plan) of the PFS Contract.

[Discussion of any observations, discrepancies or issues]

Summary of Final Outcomes

Date: [xx/xx/xxxx]

Item	Value	Number Served
Rapid Employment Final Outcome	[Item 1(b) from spreadsheet]	Item 1(a) from spreadsheet
Skills Final Outcome	[Item 2(f) from spreadsheet]	Item 2(a) from spreadsheet
EFA Final Outcome	[Item 3(d) from spreadsheet]	Item 3(a)(i) from spreadsheet
Bridges Final Outcome	[Item 4(d) from spreadsheet]	Item 4(a) from spreadsheet
Program Engagement Final Outcome	[Item 5(e) from spreadsheet]	N/A

Project Quarter	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1. Rapid Employment																								
(a) Count of Matured Participants with PFS Identifier (Cumulative)																								
(b) Mean Aggregate Earnings among Total Matured Participants (RE Final Outcome) (Q5 - Q8 Post-Enrollment)																								
(c) Standard Deviation of (b)																								
2. Skills Training																								
(a) Count of Matured Participants with PFS Identifier (Cumulative)																								
(b) Mean Aggregate Earnings among Total Matured Participants (Q5 - Q8 Post-Enrollment)																								
(c) Standard Deviation of (b)																								
(d) Mean Aggregate Earnings among Total Matured Participants (Q5 - Q8 Pre-Enrollment)																								
(e) Standard Deviation of (d)																								
(f) Mean Pre-Post Difference among Total Matured Participants (Skills Final Outcome) (b) - (d)																								
(g) Standard Deviation of (f)																								
3. English for Advancement																								
(a) Count of Total Matured Participants (Cumulative)																								
i. Treatment Group																								
ii. Control Group																								
(b) Mean Aggregate Earnings among Total Matured Participants (Q5 - Q8 Post-Enrollment)																								
i. Treatment Group																								
ii. Control Group																								
(c) Standard Deviation of (b)																								
i. Treatment Group																								
ii. Control Group																								
(d) Difference in Mean Aggregate Earnings (b)(i) - (b)(ii) (EFA Final Outcome)																								
4. Bridges to College																								
(a) Count of Total Enrolled Participants with PFS Identifier (Cumulative)																								
(b) Portion of Participants ≤3 Remedial Credits among Total Enrolled Participants (2 Years Post-Graduation)																								
(c) Portion of Participants ≥12 College Credits among Total Enrolled Participants (2 Years Post-Graduation)																								
(d) Portion of Participants in (b) and (c) (Bridges Final Outcome)																								
5. Program Engagement																								
(a) RE Enrolled Participants with PFS Identifier (Cumulative)																								
(b) EFA Enrolled Participants with PFS Identifier in the Treatment Group (Cumulative)																								
(c) Skills Enrolled Participants with PFS Identifier (Cumulative)																								
(d) Bridges Enrolled Participants with PFS Identifier (Cumulative)																								
(e) Program Engagement Final Outcome (a)+(b)+(c)+(d)																								

Appendix C - Additional Analysis

In addition to completing the analysis and reporting tasks described in Schedule C, Independent Evaluator will engage in other data collection, analysis, and reporting activities for learning purposes. The goals of these additional activities specified in this Appendix C is to help JVS improve its services and to provide the Commonwealth more in-depth information about the program models, their implementation, and their outcomes to inform future policy and programming. This Appendix C lays out the research questions the additional analyses will address, qualitative implementation data collection activities, and the additional reports the Independent Evaluator will produce. Analyses completed in this Appendix C, such as testing for whether differences between the treatment and control groups are statistically significant and testing for interaction effects, will use multivariate regression analysis regardless of the findings on covariate balance between the groups. For the avoidance of doubt, any analysis specified in this Appendix C will not inform measurement for the purposes of calculating Success Payments.

Research Questions

Program Participants

- What are the characteristics of program participants, including gender, age, race/ethnicity, educational attainment, length of time in the United States, family status, employment history, and receipt of public benefits?
- How do the characteristics of participants differ across the program tracks? In particular, do the populations served differ in terms of English ability and prior work experience as expected across the tracks?

Program Implementation

- Does JVS meet its enrollment goals for each program? For EfA, what percentage of accepted participants assigned to the treatment group enroll in the program?
- Are the programs implemented as intended? In what ways does the implemented program differ from the intended model? Why does variation occur?
- What percentage of participants in Skills and Bridges complete training?
- For all four tracks, how many hours of instruction do participants attend and over what duration of time?
- For RE, Skills, and EfA, what percentage of participants receive help with finding a job from a career coach? What percentage are placed in a job? What is the length of time between enrollment and job placement?

Outcomes

RE, Skills, EfA

- What are participants' quarterly employment rates and earnings from the eighth quarter before to the eighth quarter after enrollment?
- Do participants experience statistically significant changes in employment rates and earnings from the second year before to the second year after enrollment?

- Does EfA have statistically significant impacts on treatment group members' quarterly employment rates and earnings and on annual employment rates and earnings during the second year after random assignment?
- For EfA, what is the average treatment effect on those treated—meaning those who meet the JVS enrollment criteria?

Bridges

- What percentage of participants register for any classes after exiting Bridges? What percentage register for remedial classes and what percentage for college-level classes?
- What percentage of participants earn any credits after exiting Bridges? What percentage earn remedial credits and what percentage earn college-level credits?
- How many remedial and college credits do participants earn after exiting Bridges?
- In what subjects do participants take remedial and college classes? In particular, do students register and earn credits for remedial or college-level English or writing classes?
- What percentage of participants earn a degree or certificate after exiting Bridges?
- What are participants' quarterly employment rates and earnings from the eighth quarter before to the most recent available quarter after enrollment, among all participants and by whether or not participants earned a degree or certificate after exiting Bridges?
- Do participants who earned a degree or certificate after exiting Bridges experience statistically significant changes in employment rates and earnings pre- and post-program?

Differences in outcomes by participant characteristics, level of participation, and region

- Do program impacts or outcomes vary for demographic subgroups of participants, such as by employment status at intake, recent prior work experience, level of English, education level, length of time in the United States, age, or family status?
- Do program impacts or outcomes vary by level of program participation, after accounting for differences due to participants' characteristics?
 - For Skills and Bridges, are there significant differences in the outcomes of program completers and non-completers?
 - For all tracks, are there significant differences in program impacts or outcomes by the number of hours of instruction attended for participants who enter the programs with similar levels of English skills and prior work experience?
 - For RE, EfA, and Skills, are there significant differences in program impacts or outcomes by whether participants worked with a job coach?
- For EfA, where the program will be implemented in four regions, do program impacts vary by region? Do some regions demonstrate a positive impact and not others? What are the implications for how implementation and contextual factors influence outcomes?

Implementation Calls and Site Visits

To better understand the program models, the extent to which the programs are implemented as intended, and how and why variation in implementation occurs, Independent Evaluator will have regular calls with program staff and conduct three site visits. Independent Evaluator will

have monthly calls with key program staff for the first six months of the initiative followed by quarterly calls through the end of the fourth project year when service provision for the majority of study participants is expected to end. Independent Evaluator will conduct three site visits. The first will take place when the project period begins, the second about a year later, and the third at the end of the study enrollment period. For EfA, Independent Evaluator does not anticipate visiting the programs in each of the four regions during each visit but will visit each region at least once during the course of the evaluation.

During the site visits, Independent Evaluator will interview organizational leaders, program managers, and front-line staff, including those involved in recruitment and screening, classroom instruction, and helping participants obtain jobs or enroll in college classes. The interviews will inform understanding of program content, structure, and staffing, the challenges the programs face, and the solutions developed to address these challenges. Independent Evaluator will also observe program activities, such as orientations and classes, to better understand the programs. Finally, Independent Evaluator will conduct one-on-one interviews with approximately six participants from each program to learn about their backgrounds, goals, and experiences with the JVS programs.

Regression Adjusted Means

Controlling for baseline covariates reduces distortions caused by random differences in the characteristics of treatment and control group members, thereby improving the precision of impact estimates. It is important to select baseline covariates to include in the model in a way that is blind to treatment effects because purposeful selection can alter estimates of program effects. However, specifying the exact model ahead of time is not feasible as Independent Evaluator will need to test for collinearity between variables and examine which variables are the best predictors of earnings in order to maximize the power of the analysis. Therefore, to select the covariates, Independent Evaluator will fit separate models for the treatment and control group samples using a combination of formal covariate selection algorithms and Independent Evaluator knowledge of the data and theory about the relationship between the covariates and earnings. Independent Evaluator will then use the union of the variables selected for the two separate models in the final model estimating program impacts.

Linear Regression Model

The model will take the following form:

$$Y_i = X_i \beta + \delta T_i + e_i$$

Where:

Y_i is the outcome: earnings in quarters 5 through 8 after the random assignment quarter

X_i is a vector of baseline covariates

β is the vector of coefficients indicating the contribution of each covariate to the outcome

T_i is a binary variable equal to 1 if the individual is in the treatment group and 0 if the individual is in the control group

δ is the effect of treatment

e_i is the individual-specific error term

The following list includes the variables and categories within variables that the Independent Evaluator may consider including in the regression model. Some variables and/or categories may need to be eliminated or combined depending on the composition of Study Population Members. Independent Evaluator will also check for strong collinearity between variables and remove one variable from each collinear pair, if necessary.

- Gender (binary variable for female versus male)
- Age
- Race/Ethnicity (categorical variable with expected categories of Black, Hispanic, White, Asian/Pacific Islander, Other, and Unknown)
- Highest Level of Education (categorical variable with expected categories of less than high school, high school diploma or equivalent degree, and any college degree)
- Citizen/Resident Alien Status (categorical variable with expected categories of citizen, resident alien-temporary protected status, and resident alien-not temporary protected status)
- Number of Years Residing in the United States
- Ever Worked in a Job for Pay in the United States (binary variable for yes versus no)
- Employment Status at Intake (categorical variable with categories of employed full time at intake, employed part time at intake, not employed but worked in the US within the past 6 months, not employed and last worked more than 6 months ago or never in the US)
- Earnings During Quarters 1 through 8 Prior to the Random Assignment Quarter (including zero earnings, based on DUA data)
- Parent of Child Under Age 18 (binary variable for yes versus no)
- Number of Adults in Household Including Participant
- Household Receiving TAFDC at Intake (binary variable for yes versus no)
- Household Receiving SNAP at Intake (binary variable for yes versus no)
- Household Receiving Unemployment Benefits at Intake (binary variable for yes versus no)
- Region (categorical variable with categories for each of the four regions in which EfA will take place)
- Month of random assignment (e.g., month 1 through month 36)

Treatment of Missing Data

Operational efforts will be made to minimize the level of missing data on the covariates. Independent Evaluator will review JVS Intake Data to identify problems with missing data after the first EFA Program Enrollment Quarter and work with JVS to resolve problems. Data may still

be missing for Study Population Members who either could not answer or chose not to answer a particular question. If covariates selected for the final model have missing data, Independent Evaluator will impute the relevant mean value of the covariate for the Treatment and Control Group in order to retain participants in the study sample.

Reports

In below reports, tests will be considered statistically significant in the text and highlighted in tables if the p-value is less than or equal to .10. Tables will denote whether impacts are statistically significant at the .10, .05, or .01 level of significance.

Program Participation Summary

Independent Evaluator will analyze JVS Services Data to produce a data report on program participation in each program track. Reports will be produced monthly, within 15 days of receipt of data until start of Q5 and quarterly thereafter through Q16. Reports will be submitted to JVS and SFI. The Commonwealth may upon request review an interim annual learning report provided that JVS and SFI may decide not to provide a copy of the report to the Commonwealth. The reports will include the elements below.

Report Elements for Enrolled Participants in RE, Skills, and Bridges			
	RE	Skills	Bridges
Number enrolled	✓	✓	✓
Percent still attending class at the end of the reporting period	✓	✓	✓
Percent who completed training		✓	✓
Percent who earned the targeted industry certification		✓	
Percent who obtained a job	✓	✓	
Average hourly wage	✓	✓	
Percent working full time (30+ hours per week)	✓	✓	
Percent who registered for college classes			✓

Report Elements for EfA Treatment Group	
Number randomly assigned	✓
Number in treatment group	✓
Percent who attended any classes	✓
Percent who enrolled (still attending class as of day 11)	✓
Percent still attending class at the end of the reporting period	✓
Percent who obtained a job	✓
Average hourly wage	✓
Percent working full time (30+ hours per week)	✓

Interim Annual Learning Reports

Independent Evaluator will produce four annual interim learning reports in years two through five from the Service Commencement Date. Learning reports will be submitted to JVS and SFI by the end of Q6, Q10, Q14, Q18. The Commonwealth may upon request review an interim annual learning report provided that JVS and SFI may decide not to provide a copy of the report to the Commonwealth. Learning reports will draw from JVS Intake and Services Data, site visits, and phone interviews, and when available, Post-Secondary Education Data and Quincy Education Data for Bridges Enrolled Participants and Earnings Data for Matured Participants. These reports will largely include descriptive statistics. Independent Evaluator does not anticipate that sample sizes will be large enough to use multivariate regression analysis to examine differences in outcomes for demographic subgroups or by level of program participation until the final report.

All interim learning reports will include the following:

- Descriptive statistics on outcomes using JVS Services Data including working when left program, wages, and hours for the employment tracks and registered for college classes for Bridges.
- Analysis of DHE data on post-secondary educational outcomes for enrolled Bridges participants, including:
 - Descriptive statistics on the percent of enrolled participants who registered for remedial and college classes, the percent who earned remedial and college credits, the subjects in which credits were earned, the percent who earned degrees or certificates, and the type of degrees or certificates earned since exiting Bridges.
 - Descriptive statistics on the differences in these outcomes for program completers and non-completers.

Interim learning reports 3 and 4 will also include:

- Analysis of DUA data on employment outcomes for matured participants in RE, EfA, and Skills, including:
 - Descriptive statistics on quarterly employment rates and earnings from the eighth quarter before through the eighth quarter after the enrollment/random assignment quarter.
 - Tests of whether employment rates and average earnings in the second year after the enrollment/random assignment quarter are significantly greater than those in the second year before the enrollment/random assignment quarter.
 - For Skills, descriptive statistics on the differences in these outcomes for program completers and non-completers.
 - For EfA, tests of whether differences in the quarterly and annual employment rates and earnings of treatment and control group members are statistically significant.

Final Learning Report

The final learning report will address all of the research questions for the four program tracks. It will include the final analysis of program outcomes and impacts for the full study sample. The

learning report will include the results of analyses of whether and how outcomes differed for demographic subgroups of participants, by level of program participation, and by region for EfA. To address these questions, Independent Evaluator will use multivariate regression analysis, which will allow it to control for differences in the outcomes that are due to other factors in the analysis when assessing the relationship between each variable and the outcome. The final learning report will draw lessons learned from the experience to inform the work of JVS and the Commonwealth.

Independent Evaluator will submit the final report draft to SFI within 15 days of the end of Q22 and the final learning report within 15 days of the end of Q23 to the Operating Committee for approval. Independent Evaluator retains the right to publish the final learning report with written notice to and advance review by the Operating Committee, provided that such report shall not include Confidential Information or Proprietary Educational Materials as defined in the PFS Contract. The Operating Committee shall complete such advance review within 30 days of such written notice and may request that such information deemed to be Confidential Information or Proprietary Educational Materials be removed.

In the event of an early termination of the PFS Contract, Independent Evaluator may provide a final learning report based on available data which informed the last Final Outcomes Report. The Parties and the Independent Evaluator may agree that the Independent Evaluator will provide a final learning report for all Enrolled Participants with a PFS Identifier at the time of such early termination who have yet to become Matured Participants, provided that (i) the Evaluator will have access to the applicable data from DHE, DUA, or Quincy, and (ii) there is adequate funding for the Independent Evaluator to do such analysis and provide such a final learning report. Any report would be shared with the other Parties at the time of publication.

Appendix D: Random Assignment Operations Plan

The English for Advancement Random Assignment Operations Plan will occur largely in the form of this Appendix D to Schedule C. JVS and Independent Evaluator may propose modifications to this Operations Plan provided that any material changes likely to affect the measurement of EFA Final Outcomes, including the Randomization Ratio specified herein, will be subject to the Change Management Procedures laid out in Schedule F.

Outreach will be conducted by JVS and its partners. Intake, eligibility assessment, consent and enrollment in EFA will be conducted by JVS staff that will be hired and trained (if necessary) by JVS prior to the launch of services. Their activities will be supervised by JVS's PFS Project Manager.

Recruitment through random assignment includes several steps detailed below: outreach; intake, which will consist of two screening meetings in which eligibility is assessed and consent is given; randomization; and notification.

These protocols are designed to: 1) achieve enrollment targets for study to be viable; and 2) maximize compliance.

The following outlines procedures for a single recruitment cycle; JVS is likely to run recruitment cycles by site and, at times, may run several cycles for a given site.

Outreach

Outreach will occur by site through referral partners and marketing strategies. Outreach will begin several weeks prior to a planned Initial Meeting. Individuals can be referred to JVS through a variety of channels including, but not limited, to: flyers, radio announcements, pulpit announcements, and outreach letters. Some individuals are also "self-referred." Outreach efforts aim to get individuals to the same place at same time per site for a planned initial meeting.

Intake

Initial Meeting

Initial meetings will be pre-scheduled at an EFA site. At the initial meeting,

1. JVS staff will provide an overview of EFA and study in English and Spanish, as well as conduct a demographic assessment of all individuals.
2. JVS staff will distribute appointment cards to all individuals for follow-up meeting. It is anticipated that some individuals may not take an appointment card.

If participants at initial meeting are below target, JVS will likely schedule and conduct outreach for a second initial meeting.

Follow-Up Meeting

Follow-up meetings will be pre-scheduled at a given EFA site. It is anticipated that the Follow-up Meeting will take place within 3 business days of the initial meeting. At the follow-up meeting, the following will occur:

1. In a group setting,
 - a. JVS staff goes through the study description, which includes an explanation about the basics of EFA and the Study. JVS staff will explain the purpose, process, risks, and benefits of the Study, including the randomization. Copies of the study description will be distributed to individuals in English and Spanish.
2. In an individual setting,
 - a. JVS staff assesses eligibility. This will include work readiness and goals assessment; life readiness assessment; English test; and confirmation that participant has a Social Security Number (SSN).
 - b. Individuals who are clearly ineligible, according to the criteria below, will be told so immediately and will not proceed with the remainder of the interview.
 - i. Does not have SSN or work authorization in United States;
 - ii. Does not want a job or a better job;
 - iii. Below a Student Performance Level 2;
 - iv. Earning \$14+ per hour and working 20+ hours per week
 - c. For individuals who are eligible, JVS staff will review the informed consent form and ask whether the individual has any questions, and would like to participate. The consent form will be available in English and Spanish.
 - i. If the individual consents to participate in the Study ("Consented Subjects"), three copies of the informed consent form are signed by both the JVS staff member and the Consented Subject. The Consented Subject may keep one copy. JVS staff sends the other consent form to Independent Evaluator and maintains a hard copy of the signed form in the student's file.
 - ii. JVS staff reviews Consented Subject's demographic assessment form and collects information that is missing. At a minimum, JVS staff confirms that Consented Subject has provided his/her full name, date of birth, SSN, gender, and zip code to facilitate generation of a non-personally-identifying unique identifier in ETO and for purposes of accessing DUA and DHE data.
 - iii. If the individual chooses not to enroll, then the recruitment process ends and the individual cannot participate in EFA but will receive the ESOL resource list provided to Control Group. If the individual expresses interest at a future visit (and was not formerly randomized) and still meets the eligibility requirements, then s/he may again begin intake and proceed through all the steps described here.
3. JVS staff will inform Consented Subject that s/he will receive a call from JVS indicating eligibility within the week.

Randomization

Determination of Eligibility

After each Follow-up Meeting, JVS staff will meet and determine the eligibility of each Consented Subject based on the degree to which they meet basic English-speaking and life readiness criteria (e.g. access to child care, transportation, etc.). The eligibility of any two Consented Subjects may differ based on the extent to which they meet these criteria. If a Consented Subject meets any of the following conditions, they will automatically become ineligible for services:

- a. Does not have SSN or work authorization in United States;
- b. Does not want a job;
- c. Below Student Performance Level 2;
- d. Earning \$14+ per hour and working 20+ hours per week.

If the number of eligible Consented Subjects is below target, JVS will postpone class and continue with outreach/intake efforts until there are sufficient students.

Randomization

Once JVS has recruited sufficient eligible Consented Subjects, JVS will perform the following steps to randomize Consented Subjects in order of eligibility until all classroom slots are filled. No ineligible Consented Subjects will be randomized. If more than 10 days have passed since the eligible Consented Subject's Follow-Up Meeting, JVS will call the Subject to confirm s/he still wants to participate before including that subject in the randomization.

1. JVS staff will use ETO to check the name, date of birth, and SSN of the individual against prior records to ensure that the Consented Subject has not been previously Randomized.
 - a. If the Consented Subject was previously Randomized to the Treatment Group but did not start services, JVS staff will call Consented Subject to schedule him/her for a future EFA class or for a meeting with the job developer to work on getting a job or removing barriers to class attendance. If Consented Subject is not available for either, JVS staff will call him/her again in one month.
 - b. If the Consented Subject was previously randomized to the Control Group, JVS will not randomize and revert to notification process below for ineligible Subjects.
 - c. If the Consented Subject was not previously randomized, JVS enters identifying information, including name, date of birth, SSN, Subject's Unique Identifier and EFA site, into a customized "randomization" database through an online portal. The system will include a second check for duplicates, meaning it will alert staff of the client's assignment status if the client information entered matches an existing record on name and date of birth or name and SSN. Once JVS staff

submits the required data, the system will immediately generate the Consented Subject's assignment status (treatment or control).

- d. Eligible Consented Subjects will be randomly assigned to the Treatment and Control Groups on a 1:1 basis ("**Randomization Ratio**").

Notification to Consented Subjects

If total Treatment Group members meets target number of students JVS needs per class, JVS will schedule EFA class and notify students of acceptance status, per procedures below.

If total Treatment Group members are less than the targets, JVS will postpone class and continue with outreach, intake, and Randomization efforts until there are sufficient students to start EFA class.

All Consented Subjects shall be notified of their status for EFA class.

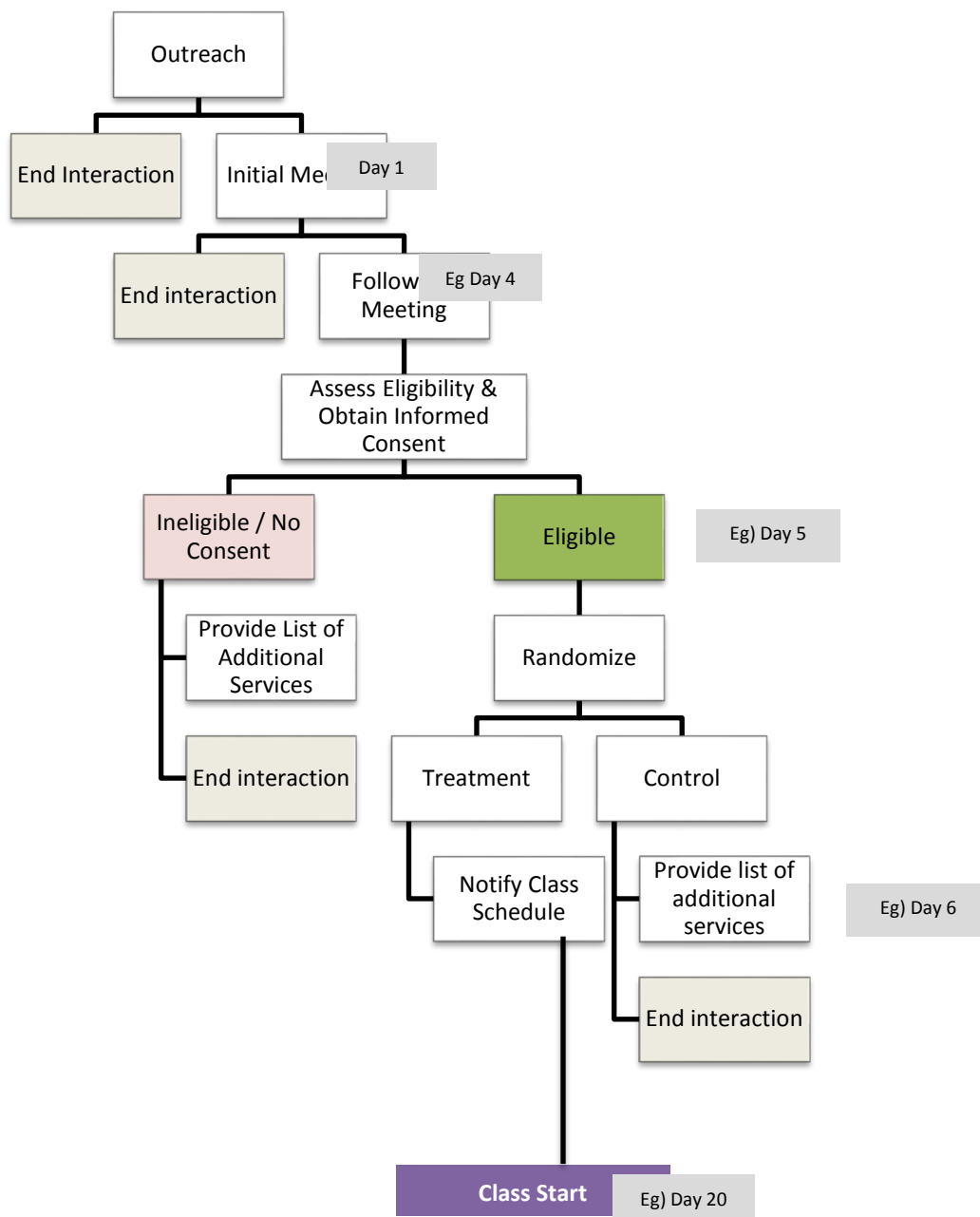
1. Consented Subjects determined to be ineligible will receive a list of ESOL resources in the community and informed that they are not eligible to participate in the study. The interaction ends after this point.
2. Consented Subjects that are eligible and randomized into the control group ("Control Group Members") will receive a list of ESOL resources in the community and thereafter be treated as a Study Population Member. After the Randomization is conducted, no active steps will be taken to prevent Control Group Members from receiving other ESOL services. The interaction ends after this point.
3. Consented Subjects that are eligible and randomized into the treatment group ("Treatment Group") will be informed of their acceptance into EFA along with details of class logistics. They will thereafter be treated as a Study Population Member.

Pre-Enrollment Engagement

JVS is likely to engage with Treatment Group members prior to class start. Such pre-enrollment engagement will vary in intensity and frequency at the discretion of JVS, based on the length of time between notification to consented subjects and class start. Activities may include -

- a. JVS mails information on class logistics
- b. JVS calls Treatment Group Members with reminder of class schedule.
- c. JVS holds in-person pre-enrollment engagement session

Illustrative RCT Operations Plan (Per Site)



Appendix E – Form of Study Consent Forms

[See attachments]

Economic Mobility Corporation (Mobility) Rapid Employment Consent Form

Description of the study

Mobility is a nonprofit organization that develops and evaluates programs that help people obtain good jobs and increase their income. We are working with Jewish Vocational Service (JVS), Social Finance, and the Commonwealth of Massachusetts (the Commonwealth) to conduct a research study of training programs at JVS. Private investors for the Massachusetts Pathways to Economic Advancement Pay for Success Project are funding the study. We will share the study's findings with the Commonwealth, JVS, and Social Finance.

The goal of this research study is to learn whether providing English as a Second Language instruction, skills training, and employment assistance helps people increase their earnings. If resources are available, we may write a report on the study's findings that we will share with public agencies, foundations, and other employment and education organizations. The purpose of the report will be to increase knowledge about how to help people get good jobs.

Explanation of participation in the study

If you agree to participate in the study, the following things will happen.

1. We will review information about you that the JVS staff will collect, including:
 - Your background (e.g., age, race), education, and recent employment.
 - Your receipt of JVS program services (e.g., training completion, employment assistance).
2. We will collect information from the Executive Office of Labor and Workforce Development, Department of Unemployment Assistance (DUA), about your earnings during the two years before through the two years after you enroll in the study.
3. We will collect information from JVS, including your name and Social Security Number, which we will use **only** to obtain your earnings records from DUA.
4. We may ask you to take part in a one-on-one interview about your experiences with the program. Only a small number of people will be asked to take part in this interview. This interview would take place during the year after you begin the Rapid Employment program and last about one hour. The research team member will make an audio recording of the interview. However, you may request that the interview not be audio recorded. Your participation in this interview is voluntary. You can take part in the other portions of the study without taking part in the interview.

Your participation in this study is voluntary

Participation in this study is voluntary. Only individuals who provide written consent will be included in the study. If you choose not to participate in the study, you may continue to receive the Rapid Employment services. If you agree to take part in the study and later decide you no longer want to participate, you may withdraw your consent. If you withdraw your consent, we will not use your data for the research study. You may be withdrawn from the study by the researchers without your consent.

Confidentiality

The information we collect about you will be kept private. Your name or other information that could be used to identify you will **not** appear in any report or other public document. To further protect your identity, we will keep all information we collect about you in secure files on computers in secure locations at all times. We will only use your name and Social Security Number to obtain your earnings records from DUA. After we have collected the final records from DUA, we will remove your name and Social Security Number from our files.

Risks

Although we will take every step to protect your privacy, there is a very small chance your information could be unintentionally revealed. We have established policies and procedures to prevent this from happening. There may be other unanticipated risks.

Benefits

We will use information we collect about you to inform the Commonwealth of the effectiveness of the Rapid Employment services. You may benefit in the future from improvements made to ESL, job skills training, and employment services in the community as a result of the study, but this cannot be guaranteed.

Compensation

If you take part in an interview with the researchers, you will receive a \$25 gift card. Only those who take part in an interview will receive the gift card. No other compensation will be provided.

If you agree to be in the study and at any time have questions, you may contact:

Anne Roder, Vice President of Research, Economic Mobility Corporation, Toll-Free Telephone or Fax: 888-426-7170, Address: 50 Broadway, Suite 1604, New York, NY 10004

If you have questions about your rights as a research participant, you can contact Solutions IRB by telephone toll-free at 855-226-4472 or by email at participants@solutionsirb.com.

I have read this consent form, or it has been read to me, and I agree to participate in the study.

_____ Name of Study Participant (Print)	_____ Signature of Study Participant	_____ Date
_____ Name of Staff Person (Print)	_____ Signature of Staff Person	

Economic Mobility Corporation (Mobility)
English for Advancement Consent Form

Description of the study

Mobility is a nonprofit organization that develops and evaluates programs that help people obtain good jobs and increase their income. We are working with Jewish Vocational Service (JVS), Social Finance, and the Commonwealth of Massachusetts (the Commonwealth) to conduct a research study of the English for Advancement (EfA) program. Private investors for the Massachusetts Pathways to Economic Advancement Pay for Success Project are funding the study. We will share the study's findings with the Commonwealth, JVS, and Social Finance.

The goal of this research study is to learn whether providing English as a Second Language instruction and employment assistance helps people increase their earnings. If resources are available, we may write a report on the study's findings that we will share with public agencies, foundations, and other employment and education organizations. The purpose of the report will be to increase knowledge about how to help people get good jobs.

Explanation of participation in the study

If you agree to participate in the EfA study and JVS determines that you are eligible, the following things will happen.

1. You will be assigned to one of two groups—either a group that will receive the EfA services or a group that will not receive the EfA services. A lottery-like process will be used to pick individuals who will receive the EfA services.
 - You will have a 50 percent chance of being assigned to the group that receives the EfA services.
 - You will have a 50 percent chance of being assigned to the group that does not receive the EfA services. If you are assigned to this group, you may apply to receive other services offered by agencies in the community.
2. We will review information about you that the JVS staff will collect, including:
 - Your background (e.g., age, race), education, and recent employment.
 - Your receipt of JVS program services (e.g., training completion, employment assistance).
3. We will collect information from the Executive Office of Labor and Workforce Development, Department of Unemployment Assistance (DUA), about your earnings during the two years before through the two years after you enroll in the EfA study.
4. We will collect information from JVS, including your name and Social Security Number, which we will use **only** to obtain your earnings records from DUA.
5. We may ask you to take part in a one-on-one interview about your experiences with the EfA program. Only a small number of people will be asked to take part in this interview. This interview would take place during the year after you begin EfA and last about one hour. The research team member will make an audio recording of the interview. However, you may request that the interview not be audio recorded. Your participation in this interview is voluntary. You can take part in the other portions of the study without taking part in the interview.

If JVS determines that you are not eligible to participate in the EfA study, then Mobility will not collect any information about you from JVS or from DUA.

Your participation in this study is voluntary

Participation in this study is voluntary. Only individuals who provide written consent will be included in the study. If you choose not to participate in the study, you will not be eligible to receive EfA services but you may apply for other services at JVS or at other agencies. You may also re-apply for EfA services if you decide to participate in the study. If you agree to take part in the study and later decide you no longer want to participate, you may withdraw your consent. If you withdraw your consent, we will not use your data for the research study. You may be withdrawn from the study by the researchers without your consent.

Confidentiality

The information we collect about you will be kept private. Your name or other information that could be used to identify you will not appear in any report or other public document. To further protect your identity, we will keep all information we collect about you in secure files on computers in secure locations at all times. We will only use your name and Social Security Number to obtain your earnings records from DUA. After we have collected the final records from DUA, we will remove your name and Social Security Number from our files and computers.

Risks

Although we will take every step to protect your privacy, there is a very small chance your information could be unintentionally revealed. We have established policies and procedures to prevent this from happening. There may be other unanticipated risks.

Benefits

We will use information we collect about you to inform the Commonwealth of the effectiveness of the EfA services. You may benefit in the future from improvements made to ESL and employment services in the community as a result of the study, but this cannot be guaranteed.

Compensation

If you take part in an interview with the researchers, you will receive a \$25 gift card. Only those who take part in an interview will receive the gift card. No other compensation will be provided.

If you agree to be in the study and at any time have questions, you may contact:

Anne Roder, Vice President of Research, Economic Mobility Corporation, Toll-Free Telephone or Fax: 888-426-7170, Address: 50 Broadway, Suite 1604, New York, NY 10004

If you have questions about your rights as a research participant, you can contact Solutions IRB by telephone toll-free at 855-226-4472 or by email at participants@solutionsirb.com.

I have read this consent form, or it has been read to me, and I agree to participate in the study.

_____ Name of Study Participant (Print)	_____ Signature of Study Participant	_____ Date
_____ Name of Staff Person (Print)	_____ Signature of Staff Person	

Economic Mobility Corporation (Mobility) Skills Consent Form

Description of the study

Mobility is a nonprofit organization that develops and evaluates programs that help people obtain good jobs and increase their income. We are working with Jewish Vocational Service (JVS), Social Finance, and the Commonwealth of Massachusetts (the Commonwealth) to conduct a research study of training programs at JVS. Private investors for the Massachusetts Pathways to Economic Advancement Pay for Success Project are funding the study. We will share the study's findings with the Commonwealth, JVS, and Social Finance.

The goal of this research study is to learn whether providing English as a Second Language instruction, skills training, and employment assistance helps people increase their earnings. If resources are available, we may write a report on the study's findings that we will share with public agencies, foundations, and other employment and education organizations. The purpose of the report will be to increase knowledge about how to help people get good jobs.

Explanation of participation in the study

If you agree to participate in the study, the following things will happen.

1. We will review information about you that the JVS staff will collect, including:
 - Your background (e.g., age, race), education, and recent employment.
 - Your receipt of JVS program services (e.g., training completion, employment assistance).
2. We will collect information from the Executive Office of Labor and Workforce Development, Department of Unemployment Assistance (DUA), about your earnings during the two years before through the two years after you enroll in the study.
3. We will collect information from JVS, including your name and Social Security Number, which we will use **only** to obtain your earnings records from DUA.
4. We may ask you to take part in a one-on-one interview about your experiences with the program. Only a small number of people will be asked to take part in this interview. This interview would take place during the year after you begin the Skills program and last about one hour. The research team member will make an audio recording of the interview. However, you may request that the interview not be audio recorded. Your participation in this interview is voluntary. You can take part in the other portions of the study without taking part in the interview.

Your participation in this study is voluntary

Participation in this study is voluntary. Only individuals who provide written consent will be included in the study. If you choose not to participate in the study, you may continue to receive the Skills services. If you agree to take part in the study and later decide you no longer want to participate, you may withdraw your consent. If you withdraw your consent, we will not use your data for the research study. You may be withdrawn from the study by the researchers without your consent.

Confidentiality

The information we collect about you will be kept private. Your name or other information that could be used to identify you will **not** appear in any report or other public document. To further protect your identity, we will keep all information we collect about you in secure files on computers in secure locations at all times. We will only use your name and Social Security Number to obtain your earnings records from DUA. After we have collected the final records from DUA, we will remove your name and Social Security Number from our files.

Risks

Although we will take every step to protect your privacy, there is a very small chance your information could be unintentionally revealed. We have established policies and procedures to prevent this from happening. There may be other unanticipated risks.

Benefits

We will use the information we collect about you to inform the Commonwealth of the effectiveness of the Skills services. You may benefit in the future from improvements made to ESL, job skills training, and employment services in the community as a result of the study, but this cannot be guaranteed.

Compensation

If you take part in an interview with the researchers, you will receive a \$25 gift card. Only those who take part in an interview will receive the gift card. No other compensation will be provided.

If you agree to be in the study and at any time have questions, you may contact:

Anne Roder, Vice President of Research, Economic Mobility Corporation, Toll-Free Telephone or Fax: 888-426-7170, Address: 50 Broadway, Suite 1604, New York, NY 10004

If you have questions about your rights as a research participant, you can contact Solutions IRB by telephone toll-free at 855-226-4472 or by email at participants@solutionsirb.com.

I have read this consent form, or it has been read to me, and I agree to participate in the study.

_____ Name of Study Participant (Print)	_____ Signature of Study Participant	_____ Date
_____ Name of Staff Person (Print)	_____ Signature of Staff Person	

Economic Mobility Corporation (Mobility) Bridges to College Study Consent Form

Description of the study

Mobility is a nonprofit organization that develops and evaluates programs that help people obtain good jobs and increase their income. We are working with Jewish Vocational Service (JVS), Social Finance, and the Commonwealth of Massachusetts (the Commonwealth) to conduct a research study of the Bridges to College program. Private investors for the Massachusetts Pathways to Economic Advancement Pay for Success Project are funding the study. We will share the study's findings with the Commonwealth, JVS, and Social Finance.

The goal of this research study is to learn whether providing academic instruction and assistance with the college registration process helps people earn college degrees and increase their earnings. If resources are available, we may write a report on the study's findings that we will share with public agencies, foundations, and other employment and education organizations. The purpose of the report will be to increase knowledge about how to help people get good jobs.

Explanation of participation in the study

If you agree to participate in the study, the following things will happen.

1. We will review information about you that the JVS staff will collect, including:
 - Your background (e.g., age, race), education, and recent employment.
 - Your receipt of JVS program services (e.g., class completion).
2. We will collect information from the Massachusetts Department of Higher Education (DHE) and from Quincy College about your registration in remedial and college-level classes and the credits, certificates, and degrees you earn after participating in the Bridges to College program. We will collect this information once a year, starting in the November after you take part in the Bridges to College program through November 2021.
3. We will collect information about your enrollment in college and any college degrees you earn after participating in the Bridges to College program from the National Student Clearinghouse (NSC), which holds data from public and private colleges across the country.
4. We will collect information from the Executive Office of Labor and Workforce Development, Department of Unemployment Assistance (DUA), about your earnings during the two years before you enroll in the study through December 2021.
5. We will collect information from JVS, including your name and Social Security Number, which we will use **only** to obtain your records from DHE, Quincy College, NSC, and DUA.
6. We may ask you to take part in a one-on-one interview about your experiences with the Bridges to College program. Only a small number of people will be asked to take part in this interview. This interview would take place during the year after you begin the Bridges program and last about one hour. The research team member will make an audio recording of the interview. However, you may request that the interview not be audio recorded. Your participation in this interview is voluntary. You can take part in the other portions of the study without taking part in the interview.

Your participation in this study is voluntary

Participation in this study is voluntary. Only individuals who provide written consent will be included in the study. If you choose not to participate in the study, you may continue to receive the Bridges to College services. If you agree to take part in the study and later decide you no longer want to participate, you may withdraw your consent. If you withdraw your consent, we will not use your data for the research study. You may be withdrawn from the study by the researchers without your consent.

Confidentiality

The information we collect about you will be kept private. Your name or other information that could be used to identify you will **not** appear in any report or other public document. To further protect your identity, we will keep all information we collect about you in secure files on computers in secure locations at all times. We will only use your name and Social Security Number to obtain your records from DHE, Quincy College, NSC, and DUA. After we have collected the final records from DHE, Quincy College, NSC, and DUA, we will remove your name and Social Security Number from our files and computers.

Risks

Although we will take every step to protect your privacy, there is a very small chance your information could be unintentionally revealed. We have established policies and procedures to prevent this from happening. There **may** be other unanticipated risks.

Benefits

We will use information we collect about you to inform the Commonwealth of the effectiveness of the Bridges program. You may benefit in the future from improvements made to college preparation services in the community as a result of the study, but this cannot be guaranteed.

Compensation

If you take part in an interview with the researchers, you will receive a \$25 gift card. Only those who take part in an interview will receive the gift card. No other compensation will be provided.

If you agree to be in the study and at any time have questions, you may contact:

Anne Roder, Vice President of Research, Economic Mobility Corporation, Toll-Free Telephone or Fax: 888-426-7170, Address: 50 Broadway, Suite 1604, New York, NY 10004

If you have questions about your rights as a research participant, you can contact Solutions IRB by telephone toll-free at 855-226-4472 or by email at participants@solutionsirb.com.

I have read this consent form, or it has been read to me, and I agree to participate in the study.

_____ Name of Study Participant (Print)	_____ Signature of Study Participant	_____ Date
_____ Name of Staff Person (Print)	_____ Signature of Staff Person	

Schedule D

Calculation of Success Payments

SFI will calculate Success Payments and provide an invoice to the Operating Committee for verification according to the timeline outlined in Schedule B. Success Payments will be based on the Final Outcomes measured according to Schedule C. In case of any inconsistency between this Schedule D and Appendix A to this Schedule D, Appendix A shall control.

References to quarters in this Schedule D refer to calendar quarters following the Service Commencement Date; provided that the first quarter will begin on the Service Commencement Date and will end on March 31, 2017.

Section 1: Calculation of Success Payments

Upon the receipt of a Final Outcomes Report, and for each Program Track for which Final Outcomes were measured in such Report, SFI will conduct the following.

- (a) Calculate **Public Value per Final Outcome** as described in Table 1. This value cannot be less than zero. For clarity, if during the quarter no measurement occurred for a Program Track, no Public Value will be calculated for the relevant associated Final Outcome.

Table 1: Calculation of Public Value per Final Outcome

Final Outcome	Price Per Outcome	Public Value
Program Engagement	\$400	Program Engagement Final Outcome x \$400
Rapid Employment	\$2	Rapid Employment Final Outcome x Rapid Employment Matured Participants with PFS Identifier x \$2 x 90%
Occupational Skills Training	\$2	Skills Final Outcome x Skills Matured Participants with PFS Identifier x \$2
English for Advancement	\$2	EFA Final Outcome x English for Advancement Matured Participants in Treatment Group with PFS Identifier x \$2
Bridges	\$4.17	Bridges Final Outcome x Bridges Enrolled Participants with PFS Identifier x \$2,400 implied career benefit x \$4.17

- (b) For each Public Value calculated, subtract cumulative Incremental Values from all prior measurement periods for that Final Outcome. This difference will equal the **Incremental Value per Final Outcome**. If the Incremental Value per Final Outcome is less than zero, replace with zero.
- (c) Sum the Incremental Value per Final Outcome for all Final Outcomes measured to get the **Total Public Value** for such quarter.
- (d) Success Payment for each quarter within an applicable Measurement Period will be

- i. 100% of Total Public Value for such quarter until cumulative Success Payments total \$14,000,000 (inclusive of any prior Success Payments); and
- ii. 10% of the Total Public Value for such quarter thereafter, until cumulative Success Payments, inclusive of Section 1(d)(i) and any prior Success Payments, reach the maximum total success payment of \$15,000,000.

Example:

Final Outcome	Public Value Current Measurement Period	Cumulative Incremental Value, Prior Measurement Periods	Incremental Value per Outcome Current Measurement Period
Rapid Employment	\$7,600,000	\$7,000,000	\$600,000
Occupational Skills Training	\$3,180,000	\$3,000,000	\$180,000
Bridges to College	\$0	\$0	\$0
English for Advancement	\$3,500,000	\$3,000,000	\$500,000
Program Engagement	\$570,000	\$400,000	\$170,000
Total Public Value	\$1,450,000		
<i>Prior Success Payments</i>	<i>\$13,400,000</i>		
<i>Available Success Payments</i>	<i>\$1,600,000</i>		
Success Payment Current Measurement Period	$100\% * (\$14M - \$13.4M) + 10\% * (\$1.45M + \$13.4M - \$14M) = \$685,000$ \$685,000 < \$1,600,000; therefore pay \$685,000		

Section 2: Early Success Payment

In the event of early termination pursuant to Article 8 of PFS Contract and if an Early Success Payment is required, SFI will calculate an Early Success Payment according to Section 5.3 of Schedule E.

Appendix A: Formulas

Period [x] Incremental Program Engagement Value

$$= \text{Period [x] Program Engagement Final Outcome} \times \$400 \\ - \sum_{i=1}^{X-1} \text{Period i Incremental Program Engagement Value}$$

Period [x] Incremental Rapid Employment Value

$$= \max \left(\max(\text{Period [X] Rapid Employment Final Outcome} \right. \\ \times \text{Period [X] Rapid Employment Matured Population with PFS Identifier} \\ \times \$2 \times 90\%, \$0) - \sum_{i=1}^{X-1} \text{Period i Incremental Rapid Employment Value, } \$0 \left. \right)$$

Period [x] Incremental Skills Training Value

$$= \max \left(\max(\text{Period [X] Skills Training Final Outcome} \right. \\ \times \text{Period [X] Skills Training Matured Population with PFS Identifier} \times \$2, \$0) \\ - \sum_{i=1}^{X-1} \text{Period i Incremental Rapid Employment Value, } \$0 \left. \right)$$

Period [x] Incremental English for Advancement Value

$$= \max \left(\max(\text{Period [X] English for Advancement Final Outcome} \right. \\ \times \text{Period [X] English for Advancement Matured Population in Treatment Group with PFS Identifier} \\ \times \$2, \$0) - \sum_{i=1}^{X-1} \text{Period i Incremental English for Advancement Value, } \$0 \left. \right)$$

Period [X] Incremental Bridges to College Value

$$= \text{Period [X] Bridges Final Outcome} \\ \times \text{Bridges Enrolled Participants with PFS Identifier} \times \$2,400 \text{ implied career benefit} \\ \times \$4.17$$

Period [X] Success Payment

$$\begin{aligned}
&= \min \left(\min \left(\text{Period [X] Total Public Value}, \max \left(\$14,000,000 \right. \right. \right. \\
&\quad \left. \left. \left. - \sum_{i=1}^{X-1} \text{Period i Success Payment}, \$0 \right) \right) \right) \times 100\% \\
&\quad + \max \left(\text{Period [X] Total Public Value} + \sum_{i=1}^{X-1} \text{Period i Success Payment} \right. \\
&\quad \left. - \$14,000,000, \$0 \right) \times 10\%, \$15,000,000 - \sum_{i=1}^{X-1} \text{Period i Success Payment} \left. \right)
\end{aligned}$$

Schedule E: Funding Plan

The Funding Plan may be modified from time to time by SFI with notice to the Operating Committee, provided that any material changes and any changes to Section 5 of this Schedule E shall require the written consent of the Parties.

Section 1: Pro-forma Budget and Project Fees

Description of Project Fees from the SFMA Operating Account and excluding those paid to JVS

1.1 Evaluation Fees: Pursuant to the Evaluation Implementation Agreement, SFMA shall pay Independent Evaluator no more than \$460,000 between project quarters 1 and 24. It is anticipated that payments will be invoiced and made semi-annually.

1.2 Transaction Costs: SFMA shall pay no more than \$410,000 (estimated to be \$35,000 per year) to cover costs associated with legal, fiscal, and tax services, and related activities required to manage and administer funds. It is anticipated that payments will be invoiced and made annually.

1.3 Performance Management: Pursuant to the Technical Assistance Services Agreement, SFMA shall pay Jobs for the Future no more than \$100,000 between quarters 1 and 4. It is anticipated that payments will be invoiced and made semi-annually.

1.4 Financial and Project Management Fees:

SFMA shall pay SFI no more than \$560,000 from the SFMA Operating Account between quarters 2 and 24 (which amount excludes repayment of SFI success-based fees of \$200,000) for its financial and project management services. It is anticipated that payments will be invoiced and made annually.

SFI will also be eligible for a success fee of up to \$200,000 from the SFMA Deposit Account based on the performance of the PFS Project. Eligibility and payment of this success fee will be determined in accordance with the Private Funding Agreements.

1.5 Other Operational Fees: The budget includes a contingency amount of up to \$300,000 as part of the SFMA Operating Account, which may be used to support the PFS Project at the discretion of SFI.

Projected Project Budget:

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Service Delivery Costs								
Direct Service Delivery	\$ 1,116,261	\$ 3,150,596	\$ 3,304,542	\$ 2,253,721	\$ 381,609	\$ 393,272		\$ 10,600,000
Performance Management	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Contingency Amount	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 300,000
Total Service Delivery Costs	\$ 1,116,261	\$ 3,325,596	\$ 3,379,542	\$ 2,328,721	\$ 406,609	\$ 418,272	\$ 25,000	\$ 11,000,000
PFS Transaction Costs								
Transaction Costs	\$ 200,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 410,000
Evaluation and Validation	\$ -	\$ 109,727	\$ 94,166	\$ 102,393	\$ 75,784	\$ 64,171	\$ 13,759	\$ 460,000
Financial and Project Management	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 560,000
Total Project Cost (Funded by Investors)	\$ 1,396,261	\$ 3,550,323	\$ 3,588,708	\$ 2,546,114	\$ 597,393	\$ 597,443	\$ 153,759	\$ 12,430,000

Section 2: Funding to JVS

Funding of JVS Services will occur in accordance with the Side Letter Agreement. It is anticipated that total JVS service delivery costs will be \$10,600,000.

Section 3: Success Payments

The Commonwealth will pay Success Payments to the SFMA Deposit Account. Upon receipt SFMA will distribute Success Payments to the Funding Partners and SFI in accordance with the Private Funding Agreements.

The estimated timing of such Success Payments are detailed in Schedule B (Project Timeline).

The maximum Success Payments are \$15,000,000.

Section 4: Projected Capital Call Schedule

Capital will be called from Funding Partners according to the schedule in Section 4.05 of the PFS Contract and such amounts will be deposited in the SFMA Operating Account. SFMA may amend capital call schedule as needed to adequately support JVS Services.

Section 5: Wind-Up

5.1 Upon a notification of termination by one or more of the Parties pursuant to Article 8, JVS, Independent Evaluator, SFI, and SFMA will each prepare a wind-up budget (collectively, the “**Wind-Up Budgets**”).

- i) JVS will prepare a wind-up budget consisting of any extraordinary costs incurred as a result of the termination event and required for wind-up of services, such as severance, occupancy, etc. (which will not exceed the total JVS service delivery costs specified in Section 2 above, less payments received to date).
- ii) Independent Evaluator will prepare a wind-up budget consisting of any 1) extraordinary costs incurred as a result of the termination event and required for wind-up of services; 2) costs to expedite measurement of outcomes per the procedures specified in Section 5.3 below (which will not exceed the total evaluator budget specified in the Evaluator Implementation Agreement less payments specified to date).
- iii) SFI and SFMA will prepare wind-up budgets consisting of any extraordinary costs incurred as a result of the termination event and required for wind-up of services, including fees to SFI to oversee wind-up activities.

5.2 The Wind-Up Budgets will be presented to the Operating Committee for approval. If approval is not provided, the Wind-Up Budget may be submitted by agreement of the members of the Operating Committee for resolution by the Oversight Committee, and thereafter to the Massachusetts Office of Public Collaboration as described in Schedule F Change Management Procedures.

5.3 Following receipt of a notice of termination from one of the Parties in accordance with Article 8, except Section 8.02(b), the Commonwealth will pay to the SFMA Deposit Account the amounts set forth below:

- i) A Success Payment, which will consist of the following:
 - a. Success Payments owed but not yet made, including amounts that may be reasonably calculated and verified under Schedules C and D as of the date of notice of termination;
 - b. For participants for whom Final Outcomes cannot be calculated under Section 5.3(i)(a) by the Quarter in which notice of termination is given, the Commonwealth shall pay an Early Success Payment according to a timeline agreed to by the Parties, calculated as set forth below:
 - i. Independent Evaluator will measure Final Outcomes for participants who are or have been Matured Participants in the Rapid Employment, Skills, or English for Advancement Tracks during the Project Period, or Bridges participants who have completed the Individual Post-Secondary Observation Period as of the end of the quarter in which notice of termination is given;
 - ii. Independent Evaluator will count the number of Rapid Employment, Skills and Bridges Enrolled Participants with PFS Identifiers, and the number of English for Advancement Treatment Group members with PFS Identifiers, all of whom are or were Enrolled Participants as of the date of notice of termination;
 - iii. The Independent Evaluator will determine the Program Engagement Final Outcome for Enrolled Participants with a PFS Identifier as of the date of notice of termination;
 - iv. SFI will calculate Early Success Payments in accordance with the provisions of Schedule C and D, provided that in calculating the Public Value as set forth in Table 1 of Schedule D, SFI will multiply the applicable Final Outcome for Rapid Employment, Skills, and Bridges as calculated under Section 5.3(i)(b)(i) above by the number of all Enrolled Participants with a PFS Identifier in the applicable Program Track as of the date of notice of termination, and the Final Outcome for English for Advancement as calculated under Section 5.3(i)(b)(i) above by the number of Treatment Group members with PFS Identifiers, even if such participants were not included in the measurement of the applicable Final Outcome.

- v. The Success Payments under this Section 5.3(i) shall be made under a schedule to be reasonably agreed to by the Parties, taking into account the Commonwealth's budget process and the anticipated schedule of expenditures required to facilitate an orderly wind-up of this PFS Contract.
 - vi. To the extent notice of termination occurs while recruitment for a particular class is ongoing but before the class is fully enrolled, JVS shall terminate the programming for such class and the Commonwealth shall have no liability for any individuals enrolled as of the date of notice of termination.
 - vii. To the extent no data are available by which to calculate Final Outcomes under Section 5.3(i)(b)i., then no Early Success Payments shall be made under this Section 5.3(i)(b).
- ii) In the case of an Early Termination pursuant to Section 8.02(f) (Commonwealth Material Breach), the Commonwealth will pay, in addition to the amounts set forth in Sections 5.3(i), the full amounts set forth in the Wind-Up Budgets.
- iii) In the case of an Early Termination pursuant to Section 8.02(f) (Commonwealth Material Breach) caused by a failure to deliver data under Section 7.03, the Commonwealth shall pay, in lieu of the amounts set forth in Section 5.3(i)-(ii) above, the following:
 - a. Success Payments owed and not yet made, including amounts that may be reasonably calculated and verified under Schedules C and D as of the date of notice of termination;
 - b. JVS' costs of services rendered for any participants who have completed services but for whom Success Payments cannot be calculated under Section 5.3(iii)(a), and all Enrolled Participants with a PFS Identifier in any of the four Program Tracks as of the date of notice of termination. Such estimate will be presented to the Operating Committee for approval. If approval is not provided, the estimate may be submitted by agreement of the members of the Operating Committee for resolution by the Oversight Committee, and thereafter to the Massachusetts Office of Public Collaboration as described in Schedule F Change Management Procedures; and
 - c. The full amounts set forth in the Wind-Up Budgets.
 - d. The payments under this Section 5.3(iii) shall be made under a schedule to be reasonably agreed to by the Parties, taking into account the Commonwealth's budget process and the anticipated schedule of expenditures required to facilitate an orderly wind-up of this PFS Contract.

5.4 Upon receipt of any payments owed pursuant to 5.2 and 5.3 of this Schedule, payments from the SFMA Operating Account and the SFMA Deposit Account shall be made in the following order, unless otherwise agreed to by the Parties and Funding Partners:

1. To JVS, SFI, and the Independent Evaluator based on the amount and timeline in the approved Wind-Up Budgets.
2. To Funding Partners that entered into Private Funding Agreements with SFMA in accordance with such Agreements.

Schedule F: Governance and Reporting

Overview	<p>Governance is comprised of governance committees; Change Management Procedures; and reporting.</p> <p>PFS governance will be organized into two committees: (a) an Oversight Committee and (b) an Operating Committee. The Operating Committee may choose to convene working groups as needed throughout the project. SFI shall be responsible for scheduling all governance meetings, proposing an agenda in advance and circulating notes and follow-ups after. The roles and responsibilities of each committee are detailed below.</p> <p>The Change Management Procedures lay out the process and protocols for implementing changes to the project detailed in the PFS Contract. The Change Management Procedures do not apply to program activity not governed by the PFS Contract including JVS's intervention model.</p> <p>Reports will be comprised of key operational and evaluation interim metrics and will be reviewed by the Operating Committee to track the project's progress.</p>
COMMITTEE STRUCTURE	
Oversight Committee	<p>Purpose: The Oversight Committee provides strategic direction, vision and goals to the project. The Oversight Committee will monitor compliance with the PFS Contract and the members of the Oversight Committee will champion the project within his/her given organization.</p> <p>Key Responsibilities. The Oversight Committee will meet at least semi-annually with the Operating Committee and will have the following responsibilities:</p> <ul style="list-style-type: none"> • Provide strategic direction, vision, and goals for the PFS Contract • Provide leadership to ensure that the goals of the project are on track or implement corrective actions to bring the project back on track • Meet with the Operating Committee to review the status of the project • Review and resolve disputes elevated by the Operating Committee • Recommend and review amendments to the PFS Contract, if any. <p style="padding-left: 40px;">Amendments to the PFS Contract will require written consent by all Parties to the PFS Contract</p> <p>Participants. The Oversight Committee shall be comprised of the following senior executives from each of the Parties with demonstrable interest in achieving the Final Outcomes. Specifically, there will be the following permanent seats on the Oversight Committee:</p> <ul style="list-style-type: none"> • Secretary, EOAF • Secretary, EOLWD • Secretary, EOE • General Counsel, SFI • CEO, JVS <p>Members of the Oversight Committee may appoint a designee to serve on the Oversight Committee.</p> <p>Funding Partner participation, if any: SFI may, at its discretion, provide up to two observer seats to Funding Partners.</p>

	<p>The Oversight Committee representative from SFI shall have responsibility for scheduling meetings, circulating an agenda in advance, and maintaining a record of meetings.</p> <p>Meeting Frequency. Semi-annually, and as requested by the Operating Committee. Meetings may take place in person or by telephone.</p> <p>Any of the Parties may call for a special Oversight Committee meeting with reasonable notice to discuss an urgent matter. The notice for the special Oversight Committee meeting shall include the agenda and reason for the special meeting.</p>
Operating Committee	<p>Purpose. Senior organizational leaders who have responsibility within their organizations for ensuring that the PFS Project is implemented as intended in the PFS Contract.</p> <p>Key Responsibilities. The Operating Committee will have the following responsibilities:</p> <ul style="list-style-type: none"> • Identify and resolve business decisions raised by Parties, including determining whether a proposed change to the PFS Contract is material such that elevation to the Oversight Committee is required. All contract amendment questions must be raised to the Oversight Committee and all issues and changes pertaining to <u>Schedule C</u> (Evaluation Plan) must be reviewed and approved by the Independent Evaluator, unless otherwise noted in <u>Schedule C</u>. • Monitor and review reports, defined below • Ensure data flows between the Parties and Independent Evaluator are working as intended per <u>Schedule B</u> (Project Timeline) and <u>Schedule C</u> (Evaluation Plan) • Meet with Oversight Committee to provide status update on the PFS Contract, and escalate decisions to the Oversight Committee as needed • Establish ad hoc working groups as necessary • Review and verify Success Payment Invoices (<u>Section 4.03b</u>); Wind-Up Budgets (<u>Schedule E</u>); and Announcement Strategy (<u>Schedule G</u>). <p>The Operating Committee will identify the policy and contractual issues and/or decisions (such as those related to public disclosure of results of the PFS Contract, or proposed amendments impacting project budget or project size) to elevate to the Oversight Committee, provided that changes altering the terms of the PFS Contract cannot be made without prior written consent of the Parties to the PFS Contract.</p> <p>Members. The Operating Committee shall be comprised of managers from each of the Parties. Specifically, there will be the following permanent seats on the Operating Committee:</p> <ul style="list-style-type: none"> • Secretary, EOAF • Secretary, EOLWD • Secretary, EOE • Vice President of Pay for Success and Skills Training or her successor, JVS • Director, SFI <p>Members of the Operating Committee may appoint a designee to serve on the Operating Committee.</p> <p>The Operating Committee representative from SFI shall have responsibility for scheduling meetings, circulating an agenda in advance, maintaining a record of</p>

	<p>meetings and ensuring change management procedures are followed. The representative from SFI shall also be responsible for engaging in an informal manner with Parties and helping to answer questions from other constituents. This will not result in special voting or other rights for SFI.</p> <p>Any member of the Operating Committee may request the attendance of Jobs for the Future (JFF) or the Independent Evaluator at an Operating Committee meeting. With reasonable notice of request and consistent with the terms of the Evaluation Implementation Agreement and the Technical Assistance Services Agreement, the Independent Evaluator and JFF shall attend such Operational Meeting.</p> <p>Meeting Frequency. <u>Monthly</u> through the first year of the Project Period; and at the discretion of the Operating Committee thereafter, but no less than <u>quarterly</u>. Meetings may take place in person or by telephone.</p> <p>Any of the members of the Operating Committee may call for a special meeting of the Operating Committee to discuss an urgent matter. The notice for the special meeting of the Operating Committee shall include the agenda and reason for the special meeting.</p>
CHANGE MANAGEMENT PROCEDURES	
Overview	<p>There will be a process to coordinate and control any changes to the responsibilities outlined in the project in order to ensure timely response to all proposed changes with input by the appropriate governing bodies.</p> <p>Project Change Requests must be submitted in writing to the Operating Committee representative from SFI and EOAF with a Project Change Request form (see <u>Appendix C</u>) and relevant supporting documentation. The Operating Committee will review, classify and respond to Project Change Requests in a timely fashion, including convening interim meetings if required.</p> <p>The Operating Committee may approve of changes to project policy and implementation specified in this PFS Contract and Schedules that do not materially affect the rights or obligations of the Parties, including non-material changes to extensions of Cure period, Schedule C (Evaluation Plan), Schedule F (Governance and Reporting) as related to reporting provisions, and Schedule G (Publicity), provided that any member of the Operating Committee may request that a change be sent to the Oversight Committee for approval.</p> <p>Provided that the Oversight Committee must approve of any changes likely to materially affect the timing or amount of any Success Payments such as modifications to the definition of enrollment; material changes to data or measurement; or significant modifications as to the timing of the project.</p> <p>For the avoidance of doubt, (i) JVS may optimize program delivery including numbers of classes/hours of instruction/class schedule/amounts of supports etc to achieve Final Outcomes without requiring approval of either Committee provided that (a) the core principles and target population remains consistent with original design and (b) any increase in enrollment beyond targets specified for each Program Track in <u>Schedule A</u> to the PFS Contract will be subject to Oversight Committee approval; (ii) JVS and Independent Evaluator may propose modifications to <u>Appendix D: Random Assignment Operations Plan, Schedule C</u> without requiring</p>

	<p>approval of either Committee provided that such modifications are not materially likely to affect the measurement of outcomes.</p> <p>All changes requiring an amendment must be addressed by the Oversight Committee and cannot be made without prior written consent of the Parties to the PFS Contract. Any material modification to the obligations of a party to the PFS Contract under the PFS Contract shall require the consent of that party. For the avoidance of doubt, any change to the PFS Contract that affects the timing or cost of services to be performed by JVS is subject to the consent of JVS.</p>
Process	<p>The Operating Committee will convene as needed to review and make a decision on any Project Change Requests. Such decisions or recommendations will be made within the process and timeframe recommended by the Operating Committee representative from SFI and EOAF. Change Requests requiring Oversight Committee input will be provided to the Oversight Committee with a recommendation from the Operating Committee in a timely fashion. The Oversight Committee will review and make a decision within the timeframe requested in the Project Change Request.</p> <p>The Operating Committee and Oversight Committee will attempt to resolve all issues by unanimous consent by the Commonwealth, JVS, and SFI. Any issue that the Operating Committee cannot resolve by unanimous consent may be elevated to the Oversight Committee. If unanimous consent cannot be reached by the Oversight Committee the issue may be submitted by agreement of the Parties for resolution by the Massachusetts Office of Public Collaboration. The Parties shall share equally in the cost of retaining such expert.</p> <p>All decisions will be documented by the Operating Committee representative from SFI in a change summary report which will include the Project Change Request, supporting documentation including notes from the discussion, and the decision with respect to the Request.</p>
REPORTING	
	Reporting for purposes of project governance will be as follows. Reports will be in the form provided for in the Appendix, and can be changed per Change Management Procedures articulated above.

Report Title	Frequency	Responsible Party	Recipients	Sample
Randomization Report	Within 60 days of each randomization cycle	Evaluator	Operating Committee	Appendix A to Schedule F
Evaluator Interim Reports	Annually, by end of March, 2018-2021	Evaluator	Operating Committee	Appendix B to Schedule F
Operating Account Activity and Balance	Quarterly, within 30 days of end of each quarter	SFMA	Operating Committee	Form to be provided by SFMA for approval by the

				Operating Committee prior to the first report date
Final Learning Report	Within 15 days of the end of Q23	Evaluator	Operating Committee	Draft to be provided to SFI for approval within 15 days of the end of Q22
Final Outcomes Report	Within 30 days of receipt of related data	Evaluator	Operating Committee	Appendix B to Schedule C
Success Payment Invoice	Within 15 days of receipt of each Final Outcomes Report	SFI	Operating Committee	Form to be provided by SFMA for approval by the Operating Committee prior to the first report date

Appendix A – Form of Randomization Report

TOTALS	Treatment Group		Control Group		Statistical Significance	
	Latest Cohort	Cumulative Randomizations	Latest Cohort	Cumulative Randomizations	Difference	p-value
Total Participants Randomized						
Gender						
Female						
Male						
Age of Participant at Randomization						
Mean Age						
Race/Ethnicity						
White						
Black						
Asian/Pacific Islander						
Hispanic						
Other or Unknown						
Education						
Less than HS diploma						
HS diploma or equivalent						
Any college degree						
Citizen/Resident Alien Status						
Citizen						
Resident Alien-Temporary Protected Status						
Resident Alien-Not Temporary Protected Status						
Years in the United States						
Mean years residing in the United States						
Employment Status at Intake						
Employed full-time						
Employed part-time						
Not employed						
Parent of Child Under Age 18						
Yes						
No						
Receiving the following at intake						
TAFDC						
SNAP						
Unemployment benefits						
Earnings History						
Average Q1-Q8 earnings prior to EFA [if available]						

Appendix B – Evaluator Interim Reports

Independent Evaluator will produce four annual interim reports in years two through five from the Service Commencement Date. Reports will draw from JVS Intake and Services data, site visits, and phone interviews. These reports will largely include descriptive statistics.

All interim reports will include the following:

- Updates on implementation of the program model for each track (challenges, resolutions, changes made).
- Descriptive statistics on the intake characteristics of participants in each track using JVS Intake Data.
Descriptive statistics on participation levels for each track using JVS Services Data (number enrolled, hours attended, duration, completion, met with employment/college enrollment staff).

Appendix C – Project Change Request Form

PATHWAYS TO ECONOMIC ADVANCEMENT PROJECT CHANGE REQUEST FORM					
A. Change Requested					
Change Request Number:			Title:		
Date Submitted:			Requested Implementation Date:		
Prepared By:			Department / Unit:		Date:
B. Brief Description of Change					
C. Reason/Justification for Change					
D. Impact of Change					
<i>Area(s) Impacted</i>	<i>Provide a Brief Description of Impact (i.e. How, What)</i>			<i>Level of Review Required</i>	
<input type="checkbox"/> Evaluation					
<input type="checkbox"/> Finance / Contract					
<input type="checkbox"/> Operations					
<input type="checkbox"/> Other					
Expected Benefits of Change:					
Impact of Not Approving this Change:					
User Notification:					
Were Stakeholders Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable					
E. Decision					
<u>Approve</u>	<u>Disapprove</u>	<u>Pending</u>	<u>Approval Level</u>	<u>Name(s) / Signature(s)</u>	<u>Date</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Comments / Concerns:					

Schedule G - Publicity and Disclosure of Information

This Schedule G outlines how the Parties, the Independent Evaluator, and JFF, (collectively, the “**Project Stakeholders**¹”) may publicly share information about the PFS Project. Key goals of this Schedule include increasing public confidence in the Parties’ commitment to and ability to carry out the PFS Project, increasing public awareness of the PFS Project and fostering each Party’s accountability and credibility by demonstrating that each, while independent, coordinates with the other(s). SFI will coordinate the participation of any Funding Partners in the initial public announcement or any on-going communications by any of the Funding Partners in accordance with the provisions of this Schedule G.

Section 1: Initial Public Announcement

Prior to any announcement of the PFS Project, SFI in consultation with the Commonwealth will develop an “Announcement Strategy” for approval by the Operating Committee. This will include a plan for the initial public launch and communication-related roles and responsibilities of each Project Stakeholder leading up to and during the public announcement, including establishing the individual points of contact within each organization responsible for communications.

The Parties agree to identify a mutually agreeable date for a public announcement of the Project and to use commercially reasonable efforts to jointly develop a press release, a Project fact sheet, and a “FAQ” (answers to frequently asked questions) (“**Project Overview Materials**”). Only Project Overview Materials that have been approved by the Operating Committee may be used in public disclosures during the period approved by the Operating Committee. The Project Overview Materials may be modified from time to time upon consent of the Operating Committee, which consent will not be unreasonably withheld.

Section 2: On-going Communications

Following the initial public announcement, the Project Stakeholders may engage in publicity efforts, such as media requests, press conferences, press statements, interviews, presentations and website postings without the consent of other Project Stakeholders; provided that the Project Stakeholders may publicly share the following information only:

- a. Information contained in the approved Project Overview Materials, except that Project Stakeholders may reasonably re-purpose, modify or update such information without requiring consent, if such changes do not relate to Final Outcomes or material changes to the PFS Project; and

¹ Note: The obligations and responsibilities set forth in this schedule will be included in the applicable contracts with other Project Stakeholders.

- b. Information that is not Confidential Information, nor Proprietary Educational Materials, or protected by any similar non-disclosure obligations under a PFS Project-related agreement.

Project Stakeholders will use best efforts to promptly notify the other Project Stakeholders of any media inquiries regarding the PFS Project and will use good faith efforts to involve such other Project Stakeholders in preparing a response to any inquiry to the extent it relates to such other Project Stakeholders.

Section 3: Consent of Project Stakeholders

The prior written consent of the Operating Committee will be required for:

- a. Public statements regarding Final Outcomes or material changes to the Project;
- b. Written use of another Project Stakeholder's name or logo, except as already approved in the Project Overview Materials

For the avoidance of doubt, each of the Project Stakeholders (a) may make any disclosure as advised by its counsel as required by Law or legal process, in which case it will (to the extent practicable) provide prior notice of such disclosure to the other Party with respect to the timing and content of such disclosure; and (b) may share information with its directors, officers, employees, managers, members, stockholders, financing sources, advisors, agents and other representatives, as long as such representatives are bound by any applicable confidentiality obligations with respect to such information. For the avoidance of doubt, no disclosure of Proprietary Educational Materials shall be made in connection with any publicity contemplated hereunder and the terms of this Schedule G are subject in all cases to Section 5.01(c) of the PFS Contract.