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Janie McNabb Communications Coordinator Northwest Michigan Council of Governments P.O. Box 506 600 East Front Street, Suite 104 Traverse City, MI 49686

## Re: MDRC YouthBuild Program Evaluation Site Agreement

Dear Ms. McNabb:

Welcome to the YouthBuild Program Evaluation! The U.S. Department of Labor ("DOL") is committed to evaluating the impact of the YouthBuild program on participants' post-program employment and education outcomes. DOL has chosen our organization, MDRC, a nonprofit, nonpartisan education and social policy research organization, to conduct the Evaluation, which will involve 77 YouthBuild programs around the country.

In order to administer the Evaluation, MDRC has assembled a YouthBuild Study Team, many of whom will be working with you in the course of the project. The Study Team consists of MDRC staff and consultants, as well as staff from two social policy research firms, Mathematica Policy Research, Inc. and Social Policy Research Associates, Inc. Our Study Team is dedicated to helping your organization participate in the Evaluation.

We are looking forward to working with you. The purpose of this letter is to set forth respective roles and responsibilities of your organization and MDRC. This letter is our agreement. By signing this letter, you agree to your organization's participation in the Evaluation in accordance with this agreement, including the YouthBuild Evaluation Reference Sheet, which is attached hereto and incorporated herein as Exhibit A (the "Reference Sheet").

- 1. <u>Term of the Agreement.</u> The term of our agreement is October 11, 2011 through December 31, 2014 (the "Term").
- 2. <u>Payment.</u> MDRC will make a payment to you of the amount stated on the Reference Sheet upon receipt of a counter-signed copy of this letter.

- 3. Your Program Operations. During the Term, you will continue to operate your YouthBuild program in accordance with all performance standards currently applicable to your DOL grant. The federal eligibility criteria for YouthBuild will still apply, although MDRC may request some changes to your recruitment and screening procedures. You will inform MDRC by a written notice to your Site Liaison (as defined below) in advance of any significant changes in the components, staffing, or operation of your YouthBuild program during the Term.
- 4. Support for Your Program during the Evaluation. At every step in the Evaluation, MDRC, through the Study Team, will provide support for your organization. Members of the Study Team will conduct a training session for your program staff on research procedures (the "Training") on the date indicated on the Reference Sheet. At the Training, the Study Team will provide you with a Research Procedures Manual tailored to your program and a video to use to explain the Evaluation to applicants. This Training will, among other matters, explain and describe the random assignment process to be used in the Evaluation. It is your obligation to make all appropriate staff (i.e., those who have any contact with YouthBuild applicants or the MIS) available for the Training. After the Training, the Study Team will provide ongoing support and technical assistance to your program on Evaluation matters. This support may include in-person visits to your program. By signing this Agreement, you are committing to adhere to the Research Procedures Manual.
- 5. <u>Informed Consent Process.</u> After the Training, your program staff will explain the Evaluation to applicants using the video and written project description provided by the Study Team. Your program staff will answer applicants' questions about the Evaluation. Once the Evaluation has been explained to applicants, your program staff will oversee the signing of the Informed Consent Form by the participant and/or his/her guardian (as appropriate) and collect contact information and data as instructed. A more complete description of the informed consent process as well as tools to support you during the process will be included in the Research Procedures Manual that we will prepare to assist you. You will FedEx (at MDRC's expense) completed Informed Consent Forms and contact information to MDRC, and you will enter data as instructed for all Evaluation participants (both program and comparison groups) into the DOL MIS and the web-based random assignment system developed for the Evaluation.
- 6. <u>Random Assignment</u>. The Evaluation will use random assignment. The random assignment process will be operated in accordance with procedures mutually agreed to by you and MDRC and described in the Research Procedures Manual provided at the Training.

MDRC will conduct random assignment during your YouthBuild program's enrollment periods between the date of this agreement and December 2012. During each enrollment period, all applicants to the YouthBuild program at your

organization will be randomly assigned to either the program group, which will be eligible to enroll in your mental toughness orientation, continue with mental toughness orientation, or enroll directly into your YouthBuild program (whichever is appropriate for your enrollment process), or the comparison group, which will not be eligible to enroll in mental toughness orientation (if random assignment occurs prior to the start of mental toughness), continue with mental toughness or enroll in YouthBuild or your organization's Civic Justice Corps (except as described below). You understand that the target ratio is approximately 60 percent of interested applicants to be assigned to the program group and the remaining 40 percent to be assigned to the comparison group. You will work with the Study Team to support this random assignment process.

You will provide applicants who are randomly assigned to the comparison group with a list of alternative services in the community. You agree to send this list to your Site Liaison in advance of distribution for review and discussion.

Members of the comparison group are not permitted to enroll in YouthBuild or your organization's Civic Justice Corps program, except that 15% of the number of individuals in the comparison group may enroll in your organization's Civic Justice Corps program.

- 7. Exemptions from Random Assignment. You will work with the Study Team to create procedures to ensure that any individual who declines to participate in the Evaluation is not able to enroll in YouthBuild until random assignment is concluded. MDRC recognizes that some limited circumstances may require an exemption from the random assignment process and immediate enrollment in the program. Your organization may allow a certain number of participants to bypass random assignment (such participants to be designated as "Wild Cards"). The maximum number of Wild Cards allocated to your organization will be 5% of the YouthBuild enrollment slots in each enrollment period. The Wild Cards include those who are mandatory referrals to the program.
- 8. Program Recruitment. You understand that you are obligated to recruit at least the number of applicants listed on the Reference Sheet (your "Recruitment Target") for the Evaluation (including participants in both the program and comparison groups). This Recruitment Target is for your organization's enrollment periods between the date of this agreement and December 2012, and your Site Liaison will work with you to specify a recruitment target for each enrollment period. You agree to share your recruitment materials (including flyers and scripts) with the Study Team and make revisions to ensure that the materials adequately notify applicants of the Evaluation and do not guarantee applicants a slot in your program. MDRC will work with your organization to ensure that technical assistance is provided related to recruitment. The parties will work together to achieve the goals of the Evaluation.
- 9. Embargo Period. You will work with the Study Team to ensure that the

program and comparison groups are maintained through the two-year Embargo Period (as defined in this paragraph) and will take all reasonable steps to prevent comparison group participants from gaining access to the YouthBuild program during such Embargo Period. In addition, during the Embargo Period, comparison group participants may not enroll in your organization's Civic Justice Corps, except as described in paragraph 6 above. The Embargo Period will begin on the day a participant is randomly assigned and will end two years later.

- 10. Process Study. During the Term, you will host a process study visit by the Study Team. During this visit, the Study Team will interview staff, observe program operations, and interview participants. You agree to make your staff available to the Study Team and allow them to observe program activities during this visit. The Study Team may request that your program staff prepare some financial and other information for the Study Team in advance of the visit, to be discussed during the visit. The Study Team will also visit programs that are likely to serve participants in the comparison group. You may be asked to assist with scheduling interviews with participants and community partners. The Study Team will give advance notice of any site visit, and will schedule the visits to minimize the disruption of program activities.
- 11. <u>Grantee and Site Liaisons.</u> You will work with MDRC to designate a staff person from your program as a Grantee Liaison to work on the Evaluation and to schedule and participate in regular conference calls and site visits. In addition, MDRC has designated a member of the Study Team to act as our Site Liaison to you. Unless otherwise noted, whenever required to provide notice under this Agreement, please notify your Site Liaison and put such notice in writing. The names of the liaisons are listed on the Reference Sheet.
- 12. Review of Written Materials and Publicity. You shall provide MDRC, via written notice to both your Site Liaison and the Evaluation Project Director, with advance notice and copies of any Evaluation-related materials prepared for marketing, publicity or presentation purposes. MDRC will review these materials and provide you with any comments and/or approval to use the materials. You will promptly notify both your Site Liaison and the Evaluation Project Director of any requests for Evaluation-related press interviews in advance of such interviews.
- 13. MDRC's Confidentiality Pledge. DOL has requested that MDRC gather certain information, including personally identifiable information, for this Evaluation ("Research Information"). Research Information may include: surveys, administrative records, Evaluation MIS completed by program staff, notes from the process study visit, and cost/expense worksheets. As required by its agreement with DOL, MDRC shall keep all Research Information in the strictest confidence, only making it available within the Study Team to those with a need to access it. MDRC will comply with all applicable confidentiality and privacy laws and rules, and shall cause its employees, consultants, and subcontractors and subcontractors' employees and consultants to so comply. No personally

identifiable data will be referred to in any report without the permission of the person involved. MDRC's undertaking to keep Research Information confidential does not include information suggesting that a person might be seriously harmed. In such case, MDRC may be required to make a report to law enforcement or other agency. In addition, MDRC must comply with the requirements of MDRC's Institutional Review Board ("IRB") and submit to the IRB all materials required for continuing IRB oversight. In addition, MDRC has applied for and received a Certificate of Confidentiality (dated May 9, 2011) from the U.S. Department of Health and Human Services. The Certificate provides that MDRC and its cooperating entities in the Evaluation (including your organization) are authorized to protect the privacy of the individuals who are subjects of the Evaluation and may not be compelled in any Federal, State or local civil, criminal, administrative, legislative or other proceeding to identify such individuals or provide other identifying characteristics.

- 14. Your Confidentiality Pledge. You may not divulge or disseminate to any third party any Research Information that becomes known to you during performance of this Agreement and/or which is in your custody. You will keep all Research Information that contains personal identification information (i.e., contact information, Social Security Numbers) confidential and secure by storing it in a locked cabinet or file until it is sent to MDRC. Use of or disclosure to any third party of any such confidential information is a breach of the terms of this Agreement. If you have any reason to believe that there has been a breach of confidentiality of Research Information, whether through deliberate or inadvertent disclosure, you will notify the Evaluation Project Director within 24 hours of its occurrence. Upon completion of this Agreement, you will request and then comply with written instructions from MDRC regarding the disposition of any Research Information. Any information collected by you in the ordinary course of your program operations is subject to the confidentiality and privacy laws and rules applicable to your program.
- 15. Requests for Information. You shall promptly notify the Evaluation Project Director if you receive notice of any request for Research Information, including but not limited to litigation or other legal action relating to the work specified herein, or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data or work related to this Agreement. You shall use your best efforts to cooperate with MDRC's decisions or actions to limit the disclosure of any such information.
- 16. <u>Survival of Confidentiality Provisions</u>. The provisions in this Agreement regarding confidentiality will continue to bind you when the Agreement is completed or otherwise terminated.
- 17. <u>Rights to Data and Records</u>. You shall retain ownership of all data and records within your custody that are collected and used in the ordinary course of business. Once such data and records are transferred to MDRC for research purposes, in

accordance with this Agreement, the data and records become the property of MDRC. In addition, all materials produced by you and all data compiled or collected for this Evaluation under this Agreement are owned by MDRC and subject to the terms of DOL's agreement with MDRC for the Evaluation. Under this DOL-MDRC agreement, DOL has unrestricted rights to use, disclose, and reproduce all reports and non-confidential information and data resulting from the Evaluation.

- 18. <u>Insurance</u>. During the Term, you shall maintain all appropriate insurance for your YouthBuild program and your insurance policies shall be placed with suitably-licensed carriers with appropriate ratings. MDRC will provide all appropriate insurance for its work on the Evaluation.
- 19. <u>Indemnification</u>. Both you and MDRC shall defend, indemnify and hold harmless the other party and its officers, employees and agents from any and all claims, judgments or liabilities to which they may be subject because of any act or omission of the violating party, its employees, agents, representatives or subcontractors in connection with the Agreement, or because of any negligence or any fault or default of the violating party, its employees, agents, representatives or subcontractors; provided, however, that nothing in this paragraph shall impose any liability on a party for the acts, omissions, negligence or fault of the other party or its officers, employees and agents.
- 20. <u>Termination</u>. MDRC is expecting to enjoy a mutually beneficial relationship with you during the Term. Both parties are committing to involvement for that entire period. If, however, circumstances make either party's continued participation in the Evaluation infeasible, that party will provide the other with immediate written notice to both the Project Director and the signatory of this agreement and the opportunity to try to resolve the matter.

Thank you and please sign below if you agree with the above agreement.

Sincerely,

Jesús M. Amadeo

Senior Vice President

Acknowledged and Agreed to:

Northwest Michigan Council of Governments

Janie McNabb

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Communications Coordinator

## Exhibit A

## YouthBuild Evaluation Reference Sheet

For the convenience of the parties, we have prepared this Evaluation Reference Sheet as an attachment to the MDRC YouthBuild Program Evaluation Site Agreement. Below is information specific to the Evaluation of the YouthBuild program at this organization.

Name and Address of Organization:	Northwest Michigan Council of
	Governments
	P.O. Box 506
	Traverse City, MI 49685-0506
Organization's Signatory (Name and Title):	Janie McNabb
Organization's EIN:	382071954
Site Payment:	\$2,000.00
Training Date:	10/6/11
Recruitment Target:	60
Organization Liaison to MDRC (Grantee	Janie McNabb
Liaison):	
Evaluation Liaison to Program (Site	Annie Nyborg
Liaison):	
Evaluation Project Director:	Cynthia Miller
	(212) 340-8693
8	cynthia.miller@mdrc.org
Please Return Signed Agreement To:	Mariella Quimoyog-Cruz
	MDRC
	16 East 34 <sup>th</sup> Street
	New York, NY 10016