

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOBTRAIN, INC.**

This Agreement is entered into this 01 day of July, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and JobTrain, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing inmate programs and services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Six Hundred Seventy-Three Thousand Seven Hundred Thirty-Eight Dollars. (\$673,738.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 01, 2023, through June 30, 2024**.

**5. Termination**

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations

and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**i. Compliance with Prison Rape Elimination Act Standards**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and applicable PREA Standards including but not limited to those regarding preventing, reporting, monitoring, and eradicating any form of sexual abuse within San Mateo County Sheriff's Office Facilities/Programs/Offices owned, operated or contracted. Failure to comply with PREA, including PREA Standards and related San Mateo County Sheriff's Office Policies, may result in termination of the contract.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred

thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

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County of San Mateo | JobTrain, Inc.



Name/Title: Veronica Ruiz/Management Analyst  
Address: 400 County Center, 3rd floor  
Redwood City, CA 94063  
Telephone: 650-363-7819  
Email: VRuiz@smcgov.org

In the case of Contractor, to:

Name/Title: Barrie Hathaway/President and Chief Executive Officer  
Address: 1200 O'Brien Dr, Menlo Park, CA 94025  
Telephone: 650-330-6451  
Email: bhathaway@jobtrainworks.org

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

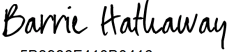
- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor:** JOBTRAIN, INC.

DocuSigned by:  <small>5B3986F410B0416...</small>	8/17/2023   4:47 PM PDT	Barrie Hathaway
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**31026**  
Budget

**EXHIBIT A**  
**SCOPE OF WORK**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**1. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- A. Culinary Arts: (JobTrain Completion Certificate) An introduction to professional cooking. The Culinary Arts course prepares students through hands-on instruction, lectures, reading assignments, workshops, and group projects. Students learn all basic rules of working in a commercial kitchen and are prepared for employment in entry level job in the food service industry as dishwasher, food prep, line cook, and servers.
- B. Baking Arts: (JobTrain Completion Certificate) An introduction to professional baking and pastry arts. The Baking Arts course prepares students through hands-on instruction, lectures, baking science, reading assignments, and group projects to work in the food service industry. This course is a companion to Culinary Arts. Students learn all basic rules of working in a commercial kitchen and are prepared for employment in entry level job in the industry as bakers' prep, pastry specialist, servers, and delivery packers.
- C. Hospitality Program: (Industry Recognized Certification) This class is a companion to Culinary and Baking Arts. This course introduces students to the field of hospitality and provide them with the foundational knowledge and skills they need to be marketable in the industry. Students learn how to offer the best services to customers, food safety, communicating with guests, housekeeping, safety & compliance, and industry policies & procedures. At the completion of the course exam, students receive a certificate through American Hotel and Lodging Educational Institute.
- D. ServSafe Food Handler: (Certification) A companion to Culinary Arts, Baking Arts and Hospitality, this course teaches students basic food safety, personal hygiene, cross-contamination and Allergens and cleaning and sanitation techniques. The passage of the course exam culminates with a Certification awarded by the National Restaurant Association.
- E. Digital Literacy: Students receive and introduction to keyboarding, operating systems and customization, networks and main software programs including MS Word, Excel, PowerPoint, and navigating the digital landscape for the purpose of job search (no open internet access involved); creating documents, formatting resumes, basic spreadsheets, and creating presentations.
- F. Roots of Success: (10 Certification Modules) is an environmental literacy and job training course that prepares adults with to access jobs and career pathways in environmental and clean energy fields. This course is a U.S. Department of Labor Certified curriculum in environmental literacy and pre-apprenticeship training in the clean energy/green workforce training. This course included detailed career exploration in each of the environmental literacy module.
- G. Financial Literacy: (JobTrain Completion Certificate) The Financial Literacy Curriculum gives participants the opportunity to explore their money management skills and their beliefs about finances. The course teaches strategies that can help participants develop a plan to meet their financial goals. Topics include checking, saving, and investing accounts, credit/repair and loans, insurance, financial pitfalls, budgeting, and strategies for building wealth.
- H. Work Readiness & Success Coaching: (JobTrain Completion Certification) These workshops, group discussions and one-on-one counseling sessions focus on issues and skills necessary to be work-ready upon release from custody. Topics include mapping work history, resume writing, job search strategies and networking skills. One-on-One success coaching sessions help students to begin thinking about their re-entry back to their communities and what needs to be in place to make that re-entry successful.
- I. Career Exploration: (JobTrain Completion Certificate) The Career Exploration curriculum allows participants to explore how their current strengths, skills and interests align with a career path. Participants develop a plan for pursuing their identified career path and learn strategies to

experience success in applying for, getting, and keeping a job. The curriculum offers opportunities for practice, application and hands-on learning while boosting participants' self-efficacy and skills.

- J. Life Skills or Soft Skills: (JobTrain Completion Certificate) This series of workshops targets developing competencies and interpersonal skills that help participants make informed decisions, solve problems, think critically and creatively, communicate effectively, control anger, build healthy relationships, empathize with others, and cope with and manage their lives in a healthy and productive manner.
- K. Cognitive Behavioral Intervention (CBI): (Completion Certificate) This course teaches those recovering from addiction to find connections between their thoughts, feelings, and actions and increase awareness of how these things impact their recovery; and then use strategies to change their thinking and behavior.
- L. Introduction to Construction Trades/Construction Pre-Apprenticeship Training: (JobTrain Completion Certification) Class is ongoing. The Multi-Craft Core Curriculum (MC3) This general orientation course includes construction industry structure and the construction process; orientation to apprenticeship in each of the building trades; tools of the various trades and the safe handling of both hand and power tools; and industry standards of work responsibility and craft excellence.
- M. General Population Programming & Reentry Program Coordination: Individual and group on-site programming at Maple Street and Macquarie facilities that offers constructive activities that provide opportunities for participants to develop social and technical skills. Activities are ad hoc depending on the individual or collective needs of participants in the general population housing units. The staff interacts daily with the Program Services Bureau; delivers a variety of programs and services to educate and inform participants to prepare them for their eventual release.
- N. Program Coordination: JobTrain Director that oversees the planning and coordination of the programs and activities; ensures that the implementation of policies and practices are aligned with the county's requirements; maintains the budget and track expenditures and transactions; manages communications with the county regarding contract compliance; and maintains positive relations within the internal and external parties.
- O. Training and Development: JobTrain believes training and development is an ongoing process—one that is important to deliver top quality programs and services in correctional settings. This time is critical and play a crucial role in enhancing the staff's skills, knowledge, and competencies in delivering programming in correctional settings. Between workshop and training cohorts, JobTrain assess and analyze: skills and competencies retained by participants through instruction based on the overall objectives; the effectiveness of their training methods; curriculum design, delivery and topics covered; best practices in the industry; new curriculums to keep the program offerings fresh and relevant to the participants needs; resources and supportive training materials; plan for the next cohorts; and refresh and or repair technology used. When adjustments are needed, the staff uses this time to make them.

**EXHIBIT B**  
**PAYMENTS AND RATES**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**1. AMOUNT AND METHOD OF PAYMENT**

**A. Rates**

1) County will pay Contractor according to the following rates:

FY 23-24 JOBTRAIN JAIL PROGRAMMING	Weekly Instructional Hours	Weekly Preparation & Coordination Meetings Hours	Total Weekly Hours	Number of Weeks	Total Instructional Hours	Total Program Hours	Amounts
<b>PROGRAM</b>							
Culinary Arts	24	3	27	42	1,008	1,134	\$ 57,232.98
Baking Arts	20	2	22	42	840	924	\$ 36,960.00
Hospitality Program/ServSafe Food Handler	6	0	6	42	252	252	\$ 12,600.00
Digital Literacy	8	0	8	42	336	336	\$ 13,440.00
Root of Success	30	3	33	42	1,260	1,386	\$ 62,370.00
Work Readiness/Financial Literacy	10	0	10	42	420	420	\$ 21,000.00
Work Readiness/Success Coaching/Career Exploration	28	2	30	42	1,176	1,260	\$ 63,000.00
Cognitive Behavioral Intervention (CBI) for Substance Abuse and Life Skills (MSCC/ Gen Pop/Macguire)	36	4	40	42	1,512	1,680	\$ 87,360.00
Construction Pre-Apprenticeship/OSHA	34	6	40	42	1,428	1,680	\$ 87,360.00
Program Management, General Population Programming, and Re-Entry Program Coordination and Support	35	5	40	42	1,470	1,680	\$ 92,400.00
Program Coordination			3	42		126	\$ 10,122.84
Subscription & Technology Support (including new Virtual Reality Technology)							\$ 5,000.00
<b>SUBTOTAL</b>							<b>\$ 548,846.00</b>
<b>TRAINING AND DEVELOPMENT</b>							
Training and Development including, but not limited to, financial literacy, career exploration, work readiness, substance abuse and recovery, life skills, anger management, and other in-custody program curricula)			<b>Total Weekly Hours</b>	<b>Number of Weeks</b>		<b>Total Training Hours</b>	
Culinary Arts			27	6		162	\$ 8,176.14
Baking Arts			22	6		132	\$ 5,280.00
Hospitality Program/ServSafe Food Handler			6	6		36	\$ 1,800.00
Digital Literacy			8	6		48	\$ 1,920.00
Root of Success			33	6		198	\$ 8,910.00
Work Readiness/Success Coaching/Career Exploration			10	6		60	\$ 3,000.00
Work Readiness/Financial Literacy			30	6		180	\$ 9,000.00
CBI Substance Abuse and Life Skills			40	6		240	\$ 12,480.00
Construction Pre-Apprenticeship/OSHA			40	6		240	\$ 12,480.00
Programming and Reentry			40	6		240	\$ 13,200.00
Program Coordinator			3	6		18	\$ 1,446.12
<b>SUBTOTAL</b>							<b>\$ 77,692.26</b>
<b>DIRECT SERVICES AND SUPPLIES</b>							
Supplies, Materials, Training/Learning Technologies (Software Licenses Digital Literacy, Headphones)							\$ 15,000.00
ServSafe Book and Test							\$ 1,000.00
Hospitality Book And Test							\$ 3,400.00
Construction Training - Multi-Craft Book & Wook books							\$ 1,800.00
OSHA 10 Materials and Tests							\$ 5,000.00

Roots of Success (tuition, book modules, certification exam and instruction training)								\$	15,000.00
Virtual Reality Technology/Subscription/Updates								\$	2,700.00
Career Edge License								\$	300.00
Training: (CBI, Certification, Staff Training)								\$	3,000.00
<b>SUBTOTAL</b>								\$	<b>47,200.00</b>
<b>TOTAL EXPENSES</b>								\$	<b>673,738.26</b>

**B. Method of Payment.**

1) Invoicing Procedures.

a) County shall pay Contractor, upon receipt of an invoice, for services rendered.

b) Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services/work completed for the invoiced period; proof of payments made for supplies and materials i.e. name of program, type of supply with receipt, etc.

2) Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office.

3) The quarterly invoice will include substantiation/documentation to support direct salaries and wages. The documentation to support direct salary and wages will be a third-party payroll service provider payroll journal report for the relevant quarter. It will document gross wages/salaries, and may be redacted to remove JobTrain employee names, but otherwise will include all payroll related info such as vacation hours, sick hours, etc.

4) In any event, the total payment for services of Contractor shall not exceed **\$673.738**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

**ATTACHMENT I****Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

DocuSigned by:

*Barrie Hathaway*

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**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."