

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
JOB TRAIN**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
“County,” and **JOB TRAIN**, hereinafter called “Contractor”;

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of litter and weed abatement in San Mateo County within State right-of-ways and to provide transitional employment for formerly incarcerated individuals.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
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 herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein 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 **TWO MILLION, TWO HUNDRED EIGHTY-SEVEN THOUSAND, FOUR HUNDRED TWENTY FIVE DOLLARS, (\$2,287,425).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be **September 1, 2014 through August 31, 2016.**

This Agreement may be terminated by Contractor, the Director of the Human Services Agency, or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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.

6. 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.

7. Hold Harmless

7.1 **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.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 ("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; (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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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.

9. Insurance

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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 amount specified below.

Such insurance shall include:

- | | | |
|-----|---|-------------|
| (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.

10. 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, and regulations, 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 handicap in programs and activities receiving any Federal or County financial assistance. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. 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 handicapped individual 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 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.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* 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 Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on 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 Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of 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 within 30 days of such filing, provided that within such 30 days such entity has not notified

Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

16. 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 facsimile to the telephone number listed below or 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:

Name/Title: Iliana Rodriguez, Director
Address: 1 Davis Drive
Belmont, CA 94002
Telephone: 650.802.7508
Facsimile: 650.631.5771
Email: IRodriguez@smchsa.org

In the case of Contractor, to:

Name/Title: Nora Sobolov, Director
Address: 1200 O'Brien Drive
Menlo Park, CA 94025
Telephone: (650) 330-6500
Facsimile: (650) 330-6401
Email: NSobolov@jobtrainworks.org

17. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____


ATTEST:

By: _____
Clerk of Said Board

JOB TRAIN



Contractor's Signature

Date:  July 23, 2014

(Revised 7/1/13)

Exhibit A

Scope of Services

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

Contractor shall administer a "Work Crew Program" as described below and in accordance with the CalTrans cooperative agreement:

Contractor shall receive a copy of the executed CalTrans cooperative agreement and any subsequent amendments as they are received by the Department of Transportation and CalTrans.

As pertains to this Exhibit, Supervisors are staff of the Contractor and Social Worker Supervisors are staff of the Human Services Agency.

Work Crew Program (WCP)

Under the direct supervision of supervisors provided by the Contractor, work crews of comprised of formerly incarcerated individuals, will perform certain roadside maintenance tasks as set forth below in accordance with direction and requirements of Caltrans.

I. Responsibilities of the Contractor for WCP

Based on WCP Requirements the Contractor shall:

- a. Ensure that the WCP work is performed at various locations identified and assigned to Contractor by Caltrans. These locations will be within the State right of way and other properties under the jurisdiction of the State of California. Contractor shall adhere to all requirements of the State of California.
- b. Limit participation in the WCP to Service Connect enrollees, David Lewis Community Reentry Program participants, or individuals who are under the supervision of County's Probation department. Contractor shall expand participation beyond these two groups only as necessary to complete staffing of these crews for program operation once all eligible members of these three groups are participating.
- c. Recruit and receive referrals from the Service Connect client list or David Lewis Community Reentry Program participant list for the work crews. If there are insufficient numbers of workers, the Contractor shall promptly notify the Human Services Agency Social Work Supervisor at Service Connect at (650) 508-6740.
- d. Deploy 2 work crews, each consisting of 8 individuals and 2 Contractor supervisors each day of the work week. Contractor will employ each work crew member for a period of approximately 120 days, resulting in a minimum of 80 work crew members employed over the 2 year contract

period. Contractor holds discretion to extend the term of employment on a case-by-case basis.

- e. Be solely responsible for supervision, care and control of the work crew(s) assigned to work, except for technical direction performed by Caltrans.
- f. Be responsible for the work crew members' pay (at \$12.00 per hour) and worker's compensation coverage.
- g. Ensure that work crews work 8 hours per day Monday through Friday, excluding holidays.
- h. For each work crew provide: a passenger van, a portable toilet and drinking water.
- i. Ensure that all work crew members are provided with Caltrans approved and/ or provided safety equipment including signs and personal protective equipment (hard hats, safety vests, gloves, eye protection).
- j. Ensure that Caltrans will provide the necessary safety instructions and explanation of the work to be performed by the work crew members.
- k. Work performed by the crews which may include but is not limited to:
 - Litter and debris removal
 - Manual weed control
 - Graffiti abatement
 - Right of way clean up
 - Firebreak construction and maintenance
 - Erosion control
 - Landscape restoration
 - General yard work at maintenance stations
 - Minor storm damage repair
- l. Supervisors shall report any unusual incidences that occur with regard to members of the work crew in relation to WCP to the Social Work Supervisor said report should be received by email within two business days of the incident. Contractor shall promptly respond to concerns raised by the County, if any, based upon the County's review of the incident report.
- m. Supervisors shall report any unusual incidences that occur with regard to members of the work crew in relation to WCP to the Social Work Supervisor. Said report should be received by email within two business days of the incident. Contractor shall promptly respond to concerns raised by the County, if any, based upon the County's review of the incident report.

- n. Be responsible for ensuring, in the event that a member of the work crew is injured on the job, that the injured person receives the appropriate level of medical care and transportation to a medical facility and shall be responsible for the administration of any claims by said work crew member due to injury on the job as well as treatment of injuries. The Social Work Supervisor shall be notified within 24 hours of any injuries incurred by crew members while working on the WCP.
- o. Ensure supervisors have a working communication device (e.g. cell phone) on their person at all times.
- p. Keep records of the work crew members' timesheets and hours worked as well as that of the supervisor(s):
- q. Keep a detailed "Register of Work Crew Participation" which shall reflect the name of each crew member, the days worked and the number of hours for each date worked. The Contractor shall compile this information on a monthly basis and remit it to the County with its monthly invoice reflecting these services.
- r. Keep a record of the number of trash bags filled by work crew members each day and remit this information to the County with its monthly invoice.

II. Work Crew Counselor

In addition to the services in section I above, Contractor shall employ a Work Crew Counselor who will perform the following duties:

1. Assess prospective crew members to determine program eligibility, including review of employment documents, work histories, skills, barriers, and goals.
2. Orient candidates to program and work crew job description.
3. Refer to computer literacy classes as necessary to increase skills needed for resume development and online applications.
4. Support client throughout program interview process by coaching preparation, offering encouragement, witnessing interview, and providing constructive feedback.
5. Assist clients to complete application and resume template as needed.
6. Facilitate resolution of concerns over crew member conduct and relationships with co-workers and supervisors.

7. Alert crew members to job leads through JobTrain partners/corporate relations and aid them to apply for positions, including permanent Caltrans employment.
8. Report enrollment and crew developments monthly in writing.
9. Facilitate enrollment into vocational training programs and recommend appropriate employment, union membership, and recognitions. Liaison with JobTrain counselors and staff.
10. Refer crew members as needed to JobTrain resources such as Single Stop, workshops, and wellness counseling.
11. Maintain accurate and complete client activity and job placement records, including documentation of start/end dates and any worker compensation claims.
12. Represent concerns and interests of crew members within JobTrain.
13. Present and host workshops on employment topics including resume preparation, record expungement, professionalism, job searching, and interview skills/strategies.
14. Coordinate with Service Connect case managers to accept up to 96 referrals through the contract period.

Services under this agreement may be adjusted as agreed by the County and Contractor to meet the requirements of the CalTrans Cooperative Agreement and funding requirements.

**Exhibit B
JobTrain
Payment and Rates**

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

I. Rates

- A. Contractor shall be compensated at a rate of \$2,278.00 per work day per crew.
- B. This daily rate is contingent upon:
 - 1. A monthly average work crew size of eight workers per crew per day; and
 - 2. 8 hour work shifts per crew per day.
 - 3. The billing rate will be reduced, on a pro-rated basis wherever:
 - a. The average work crew size deployed each day are less than eight; and/or
 - b. The crew worked less than 8 hours on any given day.
- C. The daily rate shall constitute the sole payment due to Contractor for the services provided and expenses incurred under this agreement. In no event shall the County's total fiscal obligation under this agreement exceed the maximum amount of \$2,287,425 for the term of the agreement.

II. Invoicing

- A. Contractor shall submit monthly invoices for the preceding months services. Contractor shall submit the signed invoices no later than the 10th of the month following each monthly billing period.
- B. Contractor shall submit with each invoice the monthly "Register of Work Crew Participation" and the number of trash bags filled per day for that month. The invoices and this additional information shall be submitted to:

Kristin Chauvin-Baker, Social Work Supervisor
Service Connect, Human Services Agency
550 Quarry Road
San Carlos, CA 94070
Email: KBaker@smcgov.org

III. Other Attachment

Attachment I- 504 Compliance

ATTACHMENT I

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

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: Steven Schmidbauer

Name of Contractor(s): JobTrain

Street Address or P.O. Box: 1200 O'Brien Drive

City, State, Zip Code: Menlo Park, CA

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

Signature:



Title of Authorized Official:

Chief Operating Officer

Date:

July 24, 2014

*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."