

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
JobTrain

THIS AGREEMENT, entered into this October 1, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JobTrain, hereinafter called "Contractor";

WITNESSETH:

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 One Stop Services in San Mateo County.

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 three hundred twenty five thousand dollars (\$325,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2014, through June 30, 2015.

This Agreement may be terminated by Contractor, the County Manager, the Director of Workforce and Economic Development or his/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.

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:

County of San Mateo
County Manager's Office – Workforce and Economic Development
Nicole Pollack, Director of Workforce and Economic Development
2500 Middlefield Road
Redwood City, CA 94063
Npollack@smcgov.org
650-599-5985

In the case of Contractor, to:

JobTrain
Nora Sobolov, Executive Director
1200 O'Brien Drive
Menlo Park, CA 94025
Nsobolov@jobtrainworks.org
650-330-6429

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

JobTrain, Menlo Park, CA



Contractor's Signature

Date: Sept. 3 / 2014

(Revised 7/1/13)

Exhibit A

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

The Contractor shall serve as the One-Stop Operator that is defined as an entity or consortium of entities designated in accordance with WIA Section 121(d) (20 CFR 662.410) to operate a One-Stop site and to perform One-Stop service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this contract.

In addition, 20 CFR 662.230 lists the minimum responsibilities for all WIA One Stop Operators

1. Assure that the core, universal and training services are available to individuals through the Area's One-Stop delivery system.
2. Participate in cost-sharing activities and use a portion of funds made available to the extent not inconsistent with the federal law that authorizes the contractor to:
 - a. Create and maintain the One-Stop delivery system; and
 - b. Provide core services per WIA Section 134(d)(1)(B).
3. Participate in the operation of the One-Stop system in accordance with the terms of this contract and with the requirements of authorizing laws per WIA Section 121(b)(1)(B)

In addition to the minimum responsibilities required under WIA, the contractor shall:

1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
2. Comply with WIA and all federal, state, and local laws, rules, and policies. The contractor expressly agrees to notify LWIB of any changes to the rules governing its respective program that impact the partner's performance under this MOU.
3. Ensure compliance by its staff members who work in the One-Stop center(s) with One-Stop policies and procedures.
4. Use common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop services and activities and functions that support the One-Stop service delivery system.

WIA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the One-Stop Delivery System in each local area. WIA Section 121(c)(2) requires this agreement to include a description of the core services that will be provided through the Area's One-Stop service delivery system and to identify the service delivery method(s) each partner will use to deliver the core services. This contract will also identify the intensive, training, and employer services that the contractor shall provide to ensure that all parties' responsibilities are clearly identified herein.

Core Services

At a minimum the contractor shall:

1. Determine whether individuals are eligible to receive WIA services
2. Provide outreach, intake, and orientation to the information and other services available through the One-Stop delivery system
3. Conduct initial assessment of skill levels, aptitudes, abilities, and supportive service needs
4. Provide job search and placement assistance, and where appropriate, career counseling
5. Provide accurate information relating to local, regional, and national labor market areas including;
 - a. Job vacancy listings or links in the regional labor market area
 - b. Information on skills necessary to obtain the these jobs, specifically in the priority sectors designated by the LWIB
6. Provide performance information and program cost information on eligible providers of training services
7. Provide accurate information relating to the availability of supportive services, including child care and transportation and referral to services, as appropriate
8. Provide information regarding filing claims for unemployment compensation
9. Provide information about financial aid assistance for training and education programs that are not funded through WIA
10. Information on the performance of the local area and the One-Stop delivery system

Intensive Services

WIA funds may be used to provide intensive services to adults and dislocated workers who:

1. Are unemployed and unable to obtain employment through core services and;
2. Who are employed but are determined to be in need of intensive services to obtain or retain employment that leads to family self-sufficiency

Intensive Services may include the following:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers
2. Evaluation to identify employment barriers and develop appropriate employment goals
3. Development of an Individual Employment Plan (IEP) to identify employment goals, and the appropriate combination of services for the participant to achieve the employment goals
4. Group or individual counseling for career planning

5. Case management for participants seeking training services
6. Short term job preparation workshops that at a minimum must include
 - a. Resume development
 - b. Interviewing Skills
 - c. Job preparation and employment conduct
 - d. Basic computer and software skills for job search

Training Services

WIA funds may be used to provide training services to adults and dislocated workers who have met the eligibility requirements for intensive services under WIA Section 133 (B)(3)(A) and who are unable to obtain or retain employment and:

1. Have completed an interview, evaluation, or assessment and case management and have been determine to be in need of training services and to have the skills and qualifications to successfully participate in training
2. Select training programs that have been designated by the LWIB to be within a priority sector
3. Have first utilized additional resources such as Pell grants to pay for training services

Training services shall include:

1. Occupational Skills Training
2. On-the-Job Training
3. Incumbent worker or cohort training in collaboration with a public education institution
4. Adult education or literacy training
5. Entrepreneurial training

Training services must maximize consumer choice in the selection of an eligible training provider. Training providers must be either on the State list (ETPL) or at a local community college or adult school. Performance information and performance cost information must be verified by the client. Training services shall be provided through the use of an Individual Training Account (ITA) for class room based training. The contractor must ensure that the training program is within a LWIB designated priority sector unless previously approved by the County. The ITA must not exceed the established local policy limits and timeframes.

In the event that funds allocated to the contractor for adult employment and training activities, under paragraph (2)(A) or (3) of section 133 (b), are limited, priority shall be given to recipients of public assistance and other low-income individuals for intensive and training services.

Supportive Services

Supportive services may be provided to adult and dislocated workers who are participating in WIA services and have demonstrated need to assist with participating in training services. Supportive services for WIA participants shall be provided by the Contractor. Supportive services may include reimbursement for transportation, child care, and other personal needs identified on the client's IEP which are necessary to support the clients while they are receiving training services.

Job Development and Placement

1. Contractor shall ensure the provision of development and placement activities for all participants through One-Stop partner services. These activities should include but not be limited to:
 - a. Identifying appropriate employers
 - b. Meeting with prospective employers to market participants
 - c. Counseling participants on the results

Follow Up Services

1. Contractor shall provide follow up services, including counseling regarding the workplace for WIA participants placed in unsubsidized employment, for not less than 12 months after the first day of employment. Contractor shall contact all participants at 30 days, 60 days, 90 days, and 180 days following program termination. A record of this contact will be input into the CalJobs system and maintained in the case file.

Business Services

Core services for employers include; job postings, labor market information, information on training programs, skills assessment, screened referrals, available tax credits, job restructuring and labor law information.

One Stop Partners

Mandatory partners per WIA Section 121(b)(1) must be included in One-Stop operations with resource sharing agreements. The contractor shall engage all mandatory partners to develop resource sharing agreements and collaborative referral and operational policies and protocols.

The contractor shall maintain existing and build new partnerships with employers in the LWIB industries or sectors.

The contractor shall maintain existing and build new partnerships with local community based organizations, education institutions, elected officials, labor organizations and other regional workforce investment areas.

Program Administration Requirements

Contractor agrees to provide the following services and/or meet the stated requirements:

1. Upon request, Contractor shall submit a listing of staff, including complete and up-to-date resumes and job descriptions.
2. Contractor shall be available to the public Monday through Friday 8:00 A.M. to 5:00 P.M.

Performance Standards

All partners in the One-Stop Delivery system agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the workforce investment system. All partners in the One-Stop Delivery system will adhere to any prescribed

reporting schedules. All partners in the One-Stop Delivery system will provide any required performance data in a compatible format as mutually agreed and in accordance with WIA.

The contractor shall accurately capture data that measures client use of the One-Stop office. Follow up data in accordance with WIA must be reported. The contractor shall utilize the WIA Common measures and use a system wide report. At a minimum, the data elements include the following and will be submitted in this format:

Performance Measure	Target	Report Submitted
Number of participants using the One Stop Center	N/A	Monthly
Services used by each participant in the One Stop Center	N/A	Monthly
Number attending orientation	N/A	Monthly
Number assessed	N/A	Monthly
Average caseload	N/A	Monthly
Average cost per participant	\$3500	Monthly
Number receiving ITAs	N/A	Monthly
Number of ITAs per training provider	N/A	Monthly
Number of ITAs per training course	N/A	Monthly
Number of participants enrolled	N/A	Monthly
Average amount of supportive services per client	N/A	Monthly
Training / Education completion rate	80%	Monthly
Number of participants placed in employment	N/A	Monthly
Entered employment rate	71% Adult 73% Dislocated Worker	Monthly
Average wage at placement	\$18.00	Monthly

Performance Measure	Target	Report Submitted
Retention	84% Adult 85% Dislocated Worker	Monthly
Earnings	\$15,279 Adult \$ 20,753 Dislocated Worker	Monthly
Placement in training related field	75%	Monthly
Number and type of outreach and recruitment	N/A	Monthly
Number of clients receiving supportive services	N/A	Monthly
Number of businesses contacted	30	Monthly
<i>Industry of contacted businesses</i> Number in Healthcare Number in InformationTechnology Number in Manufacturing (+transportation, warehousing, utilities) Number in STEM Number in Financial Services Number in Professional Services Number in Accommodations and Food	N/A	Monthly
Number of placements per business	N/A	Monthly
Average wage per business for clients placed	\$18.00	Monthly
Type of job per business for clients placed	N/A	Monthly
Retention in Job	84% Adult 85% Dislocated Worker	Monthly

Reports will be submitted monthly with invoices and will follow reporting forms, methodologies and timelines of the State and the Department of Labor.

Exhibit B

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:

The Direct Client Training Budget

The Contractor's budget includes \$57,475 to be used for direct client training. This dollar target is necessary to meet the County's annual 25% WIA direct client training obligation. The Contractor may meet this target through the use of Individual Training Accounts (ITA), On-the-Job Training, training cohorts, or incumbent worker training for WIA eligible participants. These training services are arranged between the Contractor and a training service provider on behalf of the WIA client and through the use of leveraged resources.

The Contractor must obtain advance written approval from the County or its designee prior to obligating training funds.

The contractor must track leveraged resources that are applied to the training funds (e.g. Pell grants, student loans, private payment).

The maximum amount allowed per ITA is \$3,500 subject to modification by the County.

The contractor must not spend more than the direct client training budget during the contract term. If the Contractor spends more than the allowable budget for direct client training, the County may choose to reduce the Contractor's operational budget to offset the overage.

If the dollar amount spent or obligated for direct client training meets or exceeds the training target through the use of leveraged resources, the County may choose to shift dollars from the direct client training budget to the Contractor's operational budget.

If the aggregate amount spent on ITAs is less than the training target during the contract term and the Contractor has not supplemented the amount through the use of leveraged resources to meet the target, the County may reduce the maximum amount of the contract by that amount.

The operational budget for this contract is \$267,525. The direct client training target and the budget for this contract is \$57,475. The total contract is not to exceed \$325,000.

The Direct Client Training ITA Process

Each client who is eligible for an Individual Training Account or specialized cohort training will be required to complete a Training Provider Assessment Form (TPAF) issued by the County. The WIA client will complete the TPAF form. The Contractor will collect the completed TPAF from the client. The Contractor will send the completed TPAF to the County or designee for approval. After approval by the County or its designee, the Contractor will direct pay the training service provider identified in the TPAF.

The Contractor may invoice the County for reimbursement of the amount actually paid to the training service provider. The invoice submitted to the County must indicate the name of the client, the client's social security number, the name of the service provider, the type of training, the start and end date of the training, and the date the payment was made to the training service provider, and the amount paid to the training service provider.

It is the responsibility of the Contractor to track all ITAs and leveraged resources applied to the target during the contract term.

The TPAF is not required for On-the-Job Training. However, the Contractor must maintain records in accordance with WIA regulations to verify the hours worked and amount of money paid to employers.

Incumbent worker training and cohort training may be offered in conjunction with the County and/or its designee.

Payments will be made for actual work performed.

Contractor will submit an invoice once a month no later than the 5th working day of the month following delivery of services.

Invoices will include at least the following:

- The date of the invoice
- The dates from and to of service delivery
- The amount of the invoice
- A detailed list of services provided including a breakdown of costs by administrative, program and training
- The performance measure template with updated performance data
- A budget monitoring worksheet showing year to date actual cost data compared to the budget

The amount of this contract funded by the WIA Adult allocation is \$139,750. The amount of this contract funded by the WIA Dislocated Worker allocation is \$185,250.

The contract will not exceed \$325,000.

Terms are Net 30.

Invoices will be sent to:

County of San Mateo
County Manager's Office – Workforce and Economic Development Division
2500 Middlefield Road
Redwood City, CA 94063
Attention: Diana Lao, Senior Accountant
WED Financial Management Unit

Contractor will work within the budget described in the next page. The Contractor will submit a monthly budget monitoring report no later than the 5th working day following the end of the month.

The budget monitoring report will follow the same format of the budget shown on the next page. Contractor will submit actual data for the quarter compared to the budget.

The line item budget may be modified during the term of the contract as long as all changes are submitted in writing to the County for approval prior to any changes being made and as long as line item changes do not exceed the maximum amount of the contract.

Budget for October 1, 2014 through June 30, 2015

Adult and Dislocated Worker Budget Forms

		Cost Allocation	
	9	Adult	Dislocated Worker
1) Operating Costs	MONTH		
	\$	\$	\$
		43%	57%
Direct Services Personnel Wages and Fringe			
Counselors/Career	72,377	31,122	41,255
Assessment Specialist	12,252	5,268	6,984
Database & MIS Coordinator	6,969	2,996	3,972
Executive Director	5,625	2,419	3,206
Program Data/VOS Specialist	2,588	1,113	1,475
Program Director	10,475	4,504	5,971
One Stop Employment Center	32,779	14,095	18,684
VOS Client Support Specialist	4,178	1,796	2,381
Outreach/Case Management	15,600	6,708	8,892
Total Salaries	162,842	70,022	92,820
Benefits @ 27%	43,967	18,906	25,061
Total Wages and Fringe	206,809	88,928	117,881
Other Operating Costs			
Employee Travel & Training	450	193.5	256.5
Spring Conference	2,000	860	1,140
Cable Internet	2,250	967.5	1,282.5
Resource Center	14,400	6,192	8,208
Swipe Card System	5,000	2,150	2,850
Space Related Cost	12,316	5,295.88	7,020.12
Total Other Operating Costs	36,416	15,659	20,757
Total Operating Costs	243,225	104,587	138,638
2) Direct Job Seeker Costs			
	9	Adult	Dislocated Worker
	\$	\$	\$
Client Support			
Supportive Services	18,000	7,740	10,260
Direct Client Training	57,475	24,714	32,761
Total Client Support	75,475	32,454	43,021
Other Direct Costs			
Program Supplies and	4,500	1,935	2,565
Recruitment, Outreach,	1,800	774	1,026
Total Other Direct Costs	6,300	2,709	3,591
Total Direct Job Seeker Costs	81,775	35,163	46,612
Total Operating and Direct	325,000	139,750	185,250

The Director of Workforce and Economic Development is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 in aggregate, and/or modify the contract term and or services so long as the modified term of services is/are within the current or revised fiscal provisions.

In the event that funds provided under this agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from the County.

If the County finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes of the performance problem, and this agreement may be renegotiated, allowed to continue until the end of the term, or terminated pursuant to Paragraph 4 of this agreement. Any unspent monies due to performance failure may reduce the not to exceed amount for the remainder of the contract.

In the event that the Contractor claims or receives payment from the County for a service or a reimbursement for which later is disallowed by the County or the State of California or the United States Government, then the Contractor shall promptly refund the disallowed amount to the County upon request, or at its option, County may offset the amount disallowed from any payment due or become due to the Contractor under this agreement or any other agreement.

The County may withhold payment for any all services for which the documentation has not been provided or if the documentation does not meet the standards described in this agreement.

The Contractor is subject to County audit requirements and all Workforce Investment Act (WIA) audit requirements.

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 94025

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

Signature:

Steve Schulbauer

Title of Authorized Official:

COO

Date:

9/3/14

*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."

