

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND JOBTAIN**

THIS SECOND AMENDMENT TO THE AGREEMENT, is entered into this _____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JobTrain, 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, the parties entered into an agreement for job training and placement services for the County's formally incarcerated population on April 6, 2017, for the term of April 6, 2017, to June 30, 2017, for a maximum agreement amount of \$80,000 (the "Agreement"); and

WHEREAS, the parties entered into an amendment to the Agreement to increase the maximum agreement amount by \$170,000 to \$250,000 and extend the term through June 30, 2018; and

WHEREAS, the parties wish to amend the Agreement a second time in order to increase the amount by \$185,000 to \$435,000 and extend the term through June 30, 2019.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended and restated in its entirety to read as follows:

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 A2 (rev. October 23, 2018), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2 (rev. October 23, 2018). County reserves the right to withhold payment if the County determines that the quantity or quality of services performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$435,000). 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.

2. Section 4 of the Agreement is amended and restated in its entirety to read as follows:

Term: Subject to compliance with all terms and conditions, the term of the Agreement shall be from January 1, 2017, through June 30, 2019.

3. Exhibit A2 (rev. October 23, 2018) and Exhibit B2 (rev. October 23, 2018) are added to the Agreement.
4. All other terms and conditions of the agreement dated April 6, 2017 between the County and Contractor shall remain in full force and effect.
5. This Second Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Second Amendment shall not be effective unless set forth in a writing and executed by both parties.

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


Contractor Signature

9-27-18
Date

Barrie Hathaway
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A2 (rev, October 23, 2018)

In consideration of the payments set forth in Exhibit B1 (rev, October 23, 2018), Contractor shall provide the following services under the general direction of the County Manager's Office or authorized representatives:

A. Employment Training

During the term of January 1, 2017 through June 30, 2019, JobTrain will partner with CLSEPA to help ex-offenders obtain employment and avoid recidivism. Also working in collaboration with the Probation Department, and JobTrain's employer partners, JobTrain will provide ex-offenders with multiple career pathways based on their individual needs. Depending on the client's job skill level and education, the client can enroll in full-time vocational training, enroll in GED preparation, work with a Job Developer to find and be placed in employment, and/or obtain free legal services from CLSEPA.

Our over-all strategy is to help ex-offenders obtain livable wage jobs and the skills that will help them reintegrate into the community, with the result that recidivism rates are reduced.

Intake/Assessment

Clients will meet with the JobTrain Career Development Specialist for intake and assessment. Once assessed, some clients may need to improve their skills by enrolling in JobTrain's GED preparation class, computer literacy class or vocational math. Others will be ready to enroll in full-time vocational trainings or skills upgrade training. Others will be referred to employment opportunities, with follow-up support provided by JobTrain. Depending on the client's needs, they will be referred to CLSEPA for legal services, and/ or other support services.

Job Readiness (bilingual English and Spanish)

Workshops include resume development, interview techniques, mock interviews, body language, how to dress and job search techniques.

Vocational Training

Clients can enroll in full-time 16 week vocational training programs. These include: Business Administration, Culinary Arts, Laborers Construction Fundamentals or Project Build: Carpenter Pre-Apprenticeship/Green Technology. AB109, PRCS and 1170H clients will receive priority enrollment. Essential Skills trainings are included on topics such as time management, legal responsibilities, coping skills, critical/responsible thinking, communication, and anger management. Clients will establish 3-month, 6-month, and 1-year goals, including professional and quality of life goals.

Academics

Clients can enroll in ESL, Computer Literacy, and Vocational Math or GED preparation. These classes can be taken alone or with vocational training, depending on the needs of the individual.

College Credits

JobTrain has an articulation agreement with Cañada College that enables students who complete JobTrain's Business Administration Class to earn college credits. A Cañada College representative is on-site at JobTrain, who can help students set up an academic plan for Cañada College courses.

Job Placement and Follow-up

Each client will be provided with job placement services and counseling by a Career Development Specialist on a one-to-one basis. This will be available as a stand-alone service or in conjunction with any of the other training and academic options.

Supportive Services

JobTrain will provide clients with the tools needed for employment or academic success. Examples of support are transportation vouchers, union dues, childcare, and work supplies such as boots, tool kits, overalls, kitchen uniforms, and shoes.

Mentoring

Clients will receive career assessment from the JobTrain Career Specialist, helping them overcome barriers to employment. For more intensive mentoring, we will work with Service Connect for peer mentoring, and when appropriate, refer to the David Lewis Center or other agencies.

Engagement with Unions and Employers

JobTrain has strong relationships with carpenter and laborer unions. From their experience in helping ex-offenders find employment, they learned that especially relevant trainings for this population are Project Build: Carpenters Pre-Apprenticeship and Laborers Construction Fundamentals, as both classes provide the training needed for jobs in the construction industry, a growing industry, that is willing to hire ex-offenders. JobTrain's partnership with local unions shows a high demand for skilled workers, and unions are hiring our many of the graduates immediately after they graduate.

Training On-Site at Jails

An effective strategy currently being used is JobTrain's partnership with the San Mateo County jail. Once a week JobTrain's Culinary Instructor teaches at the jail, providing inmates with the opportunity to learn skills before release. Many of these inmates sign up for JobTrain's Culinary program, either through the Work Furlough program, or upon release from jail.

Culinary Work Furlough Program

Culinary Arts is an excellent career choice for ex-offenders as there are many opportunities for employment. The job placement rate for those who participate in JobTrain's Work Furlough program is very high: 85% of Culinary graduates in FY 2017 were placed in jobs. JobTrain has relationships with local employers such as Bon Appetit and Flagship, which provide employment for our graduates in corporate cafeterias.

Program Outcomes 7/1/2018 through 6/30/2019:

- Seventy-three (73) individuals will benefit from one or more of the following services: job training, job placement, essential skills, upgrade training and/or free legal services.
- Twenty-five (25) individuals will enroll in full time vocational training.
- At least 70% will successfully complete their training.
- At least 66% (48 individuals) of the 73 who were served (enrolled in vocational training, essential skills, upgrade training and/or free legal services) will be placed in jobs with an average starting wage of \$15 an hour.
- Twenty-five (25) individuals will benefit from free legal services, including legal assistance with immigration, housing, consumer disputes, juvenile record sealing and expungement.

Long-term outcomes: Annually, over \$1.6 million will be earned in wages by the 48 ex-offenders placed in employment. Instead of continuing the cycle of incarceration, these individuals will have the opportunity to be contributing members of their communities, and role models for their children.

Performance Measure	FY 2017-18 Actual	FY 2018-19 Projected
Number of individuals that will benefit from services provided by JobTrain	116	73
Number of individuals enrolled in a full time vocational training program	36	25
Percent of clients that successfully complete their training annually	75%	70%
Number and percent of clients served that will be placed in jobs with an average starting wage of \$16 / hour	27/75% (at wage of \$19.71)	48/66%
Number of clients that benefit from free legal services	60	25

B. Evidence Based Practices

As cited in the Crime and Justice Institute's "Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention", there are 8 evidence-based principals. The JobTrain Collaborative (comprised of JobTrain and CLSEPA) employ these evidence-based practices, as shown below:

1. Assess risks/needs - Each client receives an IEP (Individual Education Plan) conducted at intake. They provide intensive supports to reduce the risk of recidivism. They continue to assess and identify clients barriers to employment, such as housing, legal issues, childcare, no telephone, lack of driver's license, anti-social behaviors and healthcare need. Job Counselors regularly assess these barriers, and address them, to help clients be successful

throughout training. Job Counselors review monthly progress reports with clients, providing feedback and supports when needed.

2. Intrinsic motivation- Clients receive essential life skills training on topics such as communication and anger management. Positive reinforcement is used in the classroom, as well as at our Trainee of Month event, where trainees are recognized for achievements, attendance and teamwork. JobTrain graduates share their experiences with current students, as examples how they succeeded, despite challenging backgrounds.
3. Target intervention - A Wellness Counselor is on-site 3 days a week at JobTrain, to provide interventions and referrals as needed. Essential life skills trainings, such as anger management classes, target criminogenic needs, help clients learn healthy ways to cope.
4. Skill train with directed practice - Instructors provide hands-on training, and emphasize new behaviors responses. Monthly progress reports reviewed with clients provide opportunity to coach clients. Externships with employer partners and partnerships with trade unions provide additional mentoring to clients.
5. Positive reinforcement – Each client receives individualized job readiness and job skills assistance. All attend an orientation, which states from the beginning clear rules and consistent consequences. During trainings, based on client performance, awards for individual and teams are provided when goals are met.
6. Engage support in community - Job Counselors follow up with clients up to 12 months after graduation, to ensure clients remain on track and maintain their job. Job retention rates are high (1 year after placement 88% are still working). JobTrain's Alumni LinkedIn group also provides support, a way to network, and mentoring. Businesses, such as LinkedIn and Google, visit JobTrain, providing mock interviews and job readiness workshops.
7. Measure relevant practices - Using JobTrain's ONE database system, they measure enrollment, completion rate, and job placement rates on a monthly basis. They also provide Annual Reports to funders and the community. CLSEPA also measures outcomes. To ensure proper tracking and coordination of clients. JobTrain and CLSEPA use a common referral form. They also meet regularly to assess goals.
8. Measurement feedback: Provide work furlough sheets and other data to the County of San Mateo at meetings and when the County Deputy visits JobTrain. They report to government partners, foundations, business partners and the community on outcomes for grants. JobTrain's FY 2017 Annual Report illustrates that our measurement feedback is evidence-based, and that

for our population of formerly incarcerated participants, our recidivism rate was 37%, well below the state average of almost 60%.

JobTrain, Inc. will work with the County Manager's Office to set up reporting for this program through Social Solutions Efforts-to-Outcomes (ETO) internet-based data collection software. ETO will be the Contractor's main program tracking system for this population. In the interim, the Contractor will provide the Deputy County Manager with three (3) reports detailing client progress and assessing program effectiveness. The reports will be due along with the invoices for payment. A final report detailing the results of the program will be due at the end of the program in June 2019.

Exhibit B2 (rev. October 23, 2018)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. October 23, 2018) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Direct Service Staff Salaries:

Director of Instruction and Career Development	0.20 FTE	16,480
Program Manager	0.18 FTE	13,292
Instructor – Project Build	0.13 FTE	12,584
Instructor – Culinary	0.50 FTE	35,589
Outreach / Recruiter	0.15 FTE	8,889
Career Development Specialist	0.25 FTE	12,875
Supportive Services Program Support	0.10 FTE	4,429
Essential Skill Program Support	0.10 FTE	7,212
		\$111,350
Fringe Benefits @ 27%		30,065
TOTAL PERSONNEL		\$141,415

Services and Supplies

Direct to Program		
Supplies and Materials		20,458
Supportive Services		3,127
SUBTOTAL		\$165,000
 <u>Collaborative Partner</u>		
CLSEPA		20,000
TOTAL EXPENSES		\$185,000

The Contractor shall submit quarterly invoices within 30 days of the end of each quarter and, upon reviewing the Contractor's performance measures in Social Solutions, the County shall pay invoices within 20 working days following receipt of the invoice.

All quarterly invoices are to be submitted to the County Manager's Office, Heather Ledesma, Principal Management Analyst, 400 County Center, Redwood City, CA 94063.