

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and JobTrain, Inc., 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 a first amendment to the Agreement to increase the maximum agreement amount by \$170,000 to \$250,000 and extend the term through June 30, 2018 (the “First Amendment”); and

WHEREAS, the parties entered into a second amendment to the Agreement to increase the maximum agreement amount by \$185,000 to \$435,000 and extend the term through June 30, 2019 (the “Second Amendment”); and

WHEREAS, the parties entered into a third amendment to the Agreement to increase the maximum agreement amount by \$185,000 to a \$620,000 and extend the term through June 30, 2020 (the “Third Amendment”); and

WHEREAS, the parties wish to amend the Agreement a fourth time in order to increase the amount by \$203,500 to \$823,500 and extend the term through June 30, 2021.

**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 A4 (rev. May 19, 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B4 (rev. May 19, 2020). 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 EIGHT HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$823,500). 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, 2021.

3. Exhibit A4 (rev. May 19, 2020 and Exhibit B4 (rev. May 19, 2020) are added to the Agreement.
4. All other terms and conditions of the agreement dated April 6, 2017, between the County and Contractor, as amended by the First Amendment, Second Amendment and Third Amendment, shall remain in full force and effect.
5. This Fourth 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 Fourth 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

4/29/2020  
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 A4 (rev. May 19, 2020)

In consideration of the payments set forth in Exhibit B4 (rev. May 19, 2020), 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, 2021, JobTrain will partner with CLSEPA to help ex-offenders obtain employment and avoid recidivism. Also working in collaboration with the Probation Department, and Contractor's employer partners, Contractor 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.

Contractor's 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 Contractor Career Development Specialist for intake and assessment. Once assessed, some clients may need to improve their skills by enrolling in Contractor'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 Contractor. 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

Contractor has an articulation agreement with Cañada College that enables students who complete Contractor's Business Administration Class to earn college credits. A Cañada College representative is on-site at Contractor, 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

Contractor 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 Contractor 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

Contractor 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, Contractor'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 Contractor's partnership with the San Mateo County jail. Once a week Contractor's Culinary Instructor teaches at the jail, providing inmates with the opportunity to learn skills before release. Many of these inmates sign up for Contractor'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. Contractor has relationships with local employers such

as Bon Appetit and Flagship, which provide employment for the graduates in corporate cafeterias.

**Program Outcomes 7/1/20120 through 6/30/2021:**

Program Outcomes 7/1/2020 through 6/30/2021:

- 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 \$16 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 \$1.4 million will be earned in wages by the 54 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.

<b>Performance Measure</b>	<b>FY 2017-18 Actual</b>	<b>FY 2018-19 Actual</b>	<b>FY 2019-20 Estimated</b>	<b>FY 2020-21 Projected</b>
Number of individuals that will benefit from services provided by Contractor	90	100	73	73
Number of individuals enrolled in a full time vocational training program	45	25	25	25
Percent of clients that successfully complete their training annually	70%	85%	70%	70%
Number and percent of clients served that will be placed in jobs with an average starting wage of \$16 / hour	54 / 60%	25/34%	48/66%	48/66%
Number of clients that benefit from free legal services	60	43	25	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 Contractor Collaborative (comprised of Contractor 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. Contractor 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 Contractor, 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). Contractor's Alumni LinkedIn group also provides support, a way to network, and mentoring. Businesses, such as LinkedIn and Google, visit Contractor, providing mock interviews and job readiness workshops.
7. Measure relevant practices - Using Contractor'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. Contractor 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 Contractor. They report to government partners, foundations, business partners and the community on outcomes for grants. Contractor's FY 2017 Annual Report illustrates that our measurement feedback is evidence-based, and that for their population of formally incarcerated participants, our recidivism rate was 37%, well below the state average of almost 60%.

Contractor, 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 2021.



**Exhibit B4 (rev. May 19, 2020)**

In consideration of the services provided by Contractor described in Exhibit A4 (rev. May 19, 2020) 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	16,892
Program Manager	0.25 FTE	18,025
Instructor – Project Build	0.15 FTE	16,427
Instructor – Culinary	0.50 FTE	36,050
Outreach / Recruiter	0.20 FTE	11,648
Career Development Specialist	0.25 FTE	14,935
Supportive Services Program Support	0.10 FTE	5,824
Essential Skill Program Support	0.20 FTE	15,030
		\$135,104
Fringe Benefits @ 27%		36,478
TOTAL PERSONNEL		\$171,582
<u>Services and Supplies</u>		
Direct to Program		
Supplies and Materials		9,918
Supportive Services		2,000
SUBTOTAL		\$183,500
<u>Collaborative Partner</u>		
CLSEPA		20,000
TOTAL EXPENSES		\$203,500

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.