

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WINGS LEARNING CENTER

This Agreement is entered into this 22 day of April, 2025 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Wings Learning Center, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of designing and running a workforce development program for transitional aged youth with moderate to severe autism;

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C – Performance Measures

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$722,720 unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed: \$1,222,720 if extended for July 1, 2026 to June 30, 2027, and \$1,722,720 if extended for July 1, 2027 to June 30, 2028, and \$2,222,720 if extended for July 1, 2028 to June 30, 2029. In the event that the County makes any advance payments, Contractor agrees to refund any amounts

in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 22, 2025, through June 30, 2026. The County may, in its sole discretion, exercise an option to extend the term for up to three (3) additional one-year terms (from (i) July 1, 2026 to June 30, 2027 and (ii) from July 1, 2027 to June 30, 2028 and (iii) from July 1, 2028 to June 30, 2029) under the same terms and conditions set forth in this Agreement. The County may exercise its option by providing written notice to Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement, or thirty (30) calendar days prior to the expiration of the first option, if applicable.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

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

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

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

9. **Assignability and Subcontracting**

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

10. **Insurance**

a. **General Requirements**

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

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

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

c. **Liability Insurance**

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

(a) Comprehensive General Liability.....\$1,000,000

(b) Motor Vehicle Liability Insurance..... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and

Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on

an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. **Controlling Law; Venue**

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

17. **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via 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: Justin Mates, Deputy County Executive
 Address: 500 County Center, 5th Floor, Redwood City, 94063
 Telephone: (650) 363-4136
 Email: jmates@smcgov.org

In the case of Contractor, to:

Name/Title: Anita Carey, WINGS Board Chair
 Address: 2500 Cottonwood Dr., San Bruno CA 94066
 Telephone: (408) 309-1200
 Email: anitacarey1101@gmail.com

18. **Electronic Signature**

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


19. **Payment of Permits/Licenses**

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

* * *

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

For Contractor: Wings Learning Center

 DocuSigned by: <i>Anita Carey</i> EB56859BCD87460	4/8/2025	Anita Carey
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

Contractor shall launch a new workforce development program (the “program”) for transitional aged youth with moderate to severe autism. Transitional aged youth are defined as 18-24 year olds and are referred to as “students” in the scope of work below.

Personnel:

- Measure K funds will be used to support the following Contractor staff: Lead Project Manager, Operations Administrator, Community Job Engager, Board-Certified Behavior Analyst and Client Leaders.
 - These staff will provide services such as overseeing the day-to-day management of the program, identifying and coordinating job placements, developing and implementing training plan needs, establishing relationships with potential employers for future clients, coordinating transportation, communication, and scheduling.
 - The Board-Certified Behavior Analyst will develop interventions to address challenging work-related behaviors to improve students' workplace and social performance.
- Contractor shall hire and train an Operations Administrator, a Community Job Engager, and Client Leaders. Client Leaders will be hired gradually and commensurate with student enrollment to maintain at minimum a 1:3 staff to student ratio.

Leasing:

- Contractor shall lease a ~2400 sq ft. property for the duration of the Agreement in a North County location to be determined upon Agreement execution, which will be used for skill development and training of up to 30 unduplicated students per year once the program has fully ramped up.
- Facility rent of up to \$6,840/month, will be covered 100% by Measure K funds in the remainder of FY 24/25 and 75% of the rent in FY 25/26. If the Agreement is extended at the County's option (see Section 4), Measure K funds will cover 50% of the rent in FY 26/27. If the County exercises additional options to extend the Agreement, the parties will determine the proportion of rent eligible for reimbursement with Measure K funds, and document that eligible expense in writing in an updated budget.
- Contractor shall enter into a lease agreement for one vehicle to transport students in the workforce development program between their home and/or training facility and/or job site and/or community events. If, after experience, it proves more cost effective to purchase the vehicle, then with prior written approval from the County, Contractor can pursue that option.

Financial Sustainability:

- Contractor shall work with a consultant to become a Regional Center vendor and begin receiving reimbursement for enrolled students by end of calendar year 2025 or sooner.
- Contractor shall maximize potential reimbursement for each student, e.g., Regional Center reimbursement or ability to self-pay and ensure that Measure K funds are only used for expenses that are not eligible for other funding sources.
- Contractor shall identify other funding resources beyond Measure K and Regional Center reimbursement, e.g., philanthropy or grants, to ensure the program can continue operating at a high staff to student ratio after this Agreement terminates.

Equipment/Supplies

- Contractor shall gradually equip facility with necessary vocational training equipment and supplies based on needs of enrolled students.

Services:

- Contractor shall provide comprehensive vocational training, critical life skills training and therapy services
- Contractor shall assess participant interests, talents, and strengths, develop Individualized Service Plans
- Contractor shall address workplace appearance, good hygiene, manners and communication, train clients on basic workplace problem-solving, practice skills on-site so motor skill will more easily transfer to the work environment. Participants will practice concrete motor and communication skills within a controlled dedicated training center before going off-site.
- Contractor shall tailor age-appropriate activities within the community for students to develop socialization skills
- Contractor shall develop partnerships with potential employers and match students to employment/volunteer/internship opportunities (refer to Exhibit C for annual performance measures). Contractor shall provide support to employers to help trainees be successful.
- Contractor shall administer program satisfaction surveys for participants families, and workplace partners and share results with the County (refer to Exhibit C)
- Contractor shall identify participating students from WINGS alumni, referrals from school districts, outreach to the Autism community, referrals from Regional Centers, and via developing relationships with other adult programs in the area.
 - Contractor services are available to any eligible County resident. The County recognizes that because of WINGS' existing alumni network and substantial work with younger members of this community, many participants in the program may be WINGS alumni. Contractor will give preference or preferential treatment to WINGS alumni for services under this Agreement. Contractor will engage in efforts to ensure enrolled students are representative of San Mateo County and enrollee demographics will be monitored during quarterly meetings.
- Student eligibility to enroll in the program is outlined below:
 - Must be a San Mateo County resident
 - Must be 18-24 years old at the start of the program
 - Must have a documented diagnosis of Autism Spectrum Disorder with severity levels 2 or 3
- Contractor shall meet with the County quarterly to review program progress

Exhibit B

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

1. Payments to the Contractor will be on the following payment schedule:

- Payment 1: Contractor may submit an invoice requesting an advance payment of up to 50% of the FY 24-25 payment amount (i.e., an amount not to exceed \$111,360), to cover reasonable and necessary start up activities, upon execution of this Agreement, which payment amount is subject to payment reconciliation as set forth herein.
- All subsequent payments will be on a reimbursement basis and will be made following submission of adequate monthly invoices as set forth in Section 2, below.
- Invoice 2 will include information and documentation supporting how funds received in Payment 1 were spent before the County will make any reimbursement under Invoice 2.

The total amount payable to the Contractor under this Agreement will not exceed \$722,720 unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed: \$1,222,720 if extended for July 1, 2026 to June 30, 2027, and \$1,722,720 if extended for July 1, 2027 to June 30, 2028, and \$2,222,720 if extended for July 1, 2028 to June 30, 2029. In the event the County elects to exercise its option(s), the parties will agree on appropriate performance metrics for any extension period.

2. Contractor shall submit monthly invoices with the following information and in reference to Table 3 (Budget):

- A description of monthly expenses, evidence of work performed, or of costs incurred, such as quarterly reports, performance measures, timesheets, activity logs, copies of bills, and/or packing slips, and proof of disbursement of stipends.
- Amount invoiced to the County for the relevant Agreement year, as well as the total amount invoiced to the County under this Agreement.
- The Agreement number, project location, dates of service, and specific work completed.
- Contractor shall include a written certification that the costs were actually, reasonably and necessarily incurred for the Project described in Exhibit A and that the supporting documentation is true, correct and complete.

Table 1: Quarterly Report Schedule

Reporting Period		Quarterly Reports Timeline
Q1	July	October 20 th (N/A for FY 24/25)
	August	
	September	
Q2	October	January 20 th (N/A for FY 24/25)
	November	
	December	
Q3	January	April 20 th (N/A for FY 24/25)
	February	
	March	

Q4*	April	June 20 th (due early due to year end processes)
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Contractor shall perform the services set forth in Exhibit A and bill time for the Project based on the Budget set forth in Table 3, below, provided that Contractor may make minor modifications to the Budget as follows: a certain line item within a category or an entire category may be increased or reduced by up to \$100, but the total expenses may not be exceeded. Any further modifications must receive written pre-approval by County in its sole discretion.

3. County will remit payment to Contractor within 30 days of receipt and approval of an adequate invoice by the County Executive's Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

4. At the quarterly Contractor and County Project Manager meeting during the third quarter of every fiscal year, the Contractor will provide a summary of year-to-date and fiscal year total projected expenditures and progress against performance measures. At that meeting, the Contractor and Project Manager will review the projected annual expenditures. If expenses are expected to be less than the Agreement amount for that fiscal year, the Project Manager and Contractor will discuss why the expenses are lower and whether the Agreement amount should be adjusted downward for the upcoming fiscal year.

At the end of the first fiscal year of the Agreement, FY 24/25, the Contractor may carry forward budget in the material/supplies and equipment/technology line items not expended during that fiscal year into the second fiscal year of the Agreement. However, the total amount for the first two fiscal years, \$722,865 (\$222,720 plus \$498,145), must be spent by the end of second fiscal year, FY 25/26.

Remit invoices to:	Remit quarterly and annual reports to:
County Executive's Office Attn: Accounting 500 County Center, 5 th Floor Redwood City, CA 94063 Email: CEO_AP_Inbox@smcgov.org w/ cc to Irene.Pasma,ipasma1@smcgov.org Phone: (650) 363-1810	County Executive's Office Attn: Justin Mates, Deputy County Executive 500 County Center, 5 th Floor Redwood City, CA 94063 Email designee, Irene Pasma: ipasma1@smcgov.org

Table 2: Budget

Expense	FY 24/25	FY 25/26	FY 26/27 (projected*)	Description
Personnel				
Lead Project Manager (1 FTE)	\$39,000	\$115,000	\$73,960	Responsible for day-to-day management of all services, regulatory compliance, staffing, and client care
Operations Administrator (1 FTE)	\$29,000	\$85,000	\$50,000	Oversees transportation, communication, and scheduling. Responsible for financial management and marketing
Community Job Engager (1 FTE)	\$20,000	\$15,000	\$-	Identifies and coordinates job placements. Develops training plans based on client's needs. Advocates for clients with employers.
Board Certified Behavior Analyst (.2 FTE)		\$25,000	\$25,000	Develops interventions to address challenging work-related behaviors to improve their workplace performance
Client Leader (up to 4 FTE)		\$47,500	\$190,000	\$47,500/FTE. Implements client Individual Student Plans. Monitors and evaluates client program
Benefits	\$8,400	34,500	\$47,500	
Total Personnel Costs	\$96,400	\$322,000	\$386,460	
Operations				
Facility Costs	\$27,360	\$82,080	\$41,040	Facility rent for office and client training space
Materials and Supplies	\$10,000	\$5,100		Office supplies (e.g., binders, paper, filing cabinet), kitchen (e.g., microwave, dishes), and cleaning supplies.
Equipment and technology	\$50,000	\$2,500		Vocational training equipment (e.g., items that will support students in developing job skills), furniture (desks, chairs), 2 laptops, 2 iPads**
Vehicle Lease		\$14,400	\$14,400	Vehicle shall be leased with an option to purchase with County approval: \$1200/month inclusive of lease and gasoline
Consulting Services	\$20,000	\$20,000		CPA, Legal, IT, Regional Center Accreditation
Total Operational Costs	\$107,360	\$124,080	\$55,440	
Administrative/Indirect Costs				
The De minimis ICR is calculated as up to 15% of Modified Total Direct Costs	\$18,960	\$52,065	\$57,969	Costs such as Payroll and Insurance
Total Costs	\$222,720	\$498,145	\$499,869	

*If County exercises its options provided in Section 4 of the Agreement, budget for option extension years will be agreed upon by the parties and documented in writing.

** additional technology without exceeding budget line item can be purchased with prior approval

Exhibit C – Performance Measures

For quarterly and annual reports, Contractor will provide an update on progress against the below performance measures, a 1-2 paragraph update on challenges, successes, as well as 1-2 client stories/testimonials/photos. Reports should be submitted according to Table 1. A quarterly report template will be developed in collaboration between Contractor and County.

Table 3: Performance Measures

	FY 24/25	FY 25/26	Projected FY 26/27*
Number of students engaged in job training per year	0	10 participants	20 participants
Number of students matched with an employer per year	0	8 participants	15 participants
Number of new relationships forged with potential employers	3 new potential employer relationships	5 new potential employer relationships	8 new potential employer relationships
% participants who demonstrate success in community integration goals	0	60% of participants	75% of participants
% retention rate among volunteering, internships, and supported employment placements	0	60% retention	75% retention
Satisfaction of program among participants, families, and workplace partners	0	75% satisfaction	90% satisfaction

*If County exercises its options provided in Section 4 of the Agreement, performance measures for option extension years will be agreed upon by the parties and documented in writing.