AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is entered into this <u>11th</u> day of <u>June</u>, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the San Mateo County Community College District, 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 providing education, mentoring, and tutoring to CalWORKs Welfare-to-Work participants referred by the San Mateo County Human Services Agency.

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

2. <u>Services to be performed by Contractor</u>

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. <u>Payments</u>

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 **FOUR HUNDRED FIFTY-ONE THOUSAND DOLLARS** (\$451,000). 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.

4. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024 through December 31, 2025.

5. <u>Termination</u>

Contract Template May 2022 This Agreement may be terminated by Contractor or by the Human Services Agency Director or their 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. <u>Contract Materials</u>

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. <u>Relationship of Parties</u>

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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such thirdparty claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

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. <u>Insurance</u>

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) 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 set forth in this Agreement.

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 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.

13. <u>Compliance with County Employee Jury Service Ordinance</u>

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. <u>Controlling Law; Venue</u>

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. <u>Notices</u>

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:	Michele Tom, Human Services Manager II
Address:	400 Harbor Blvd., Bldg. B
	Belmont, CA 94002
Telephone:	650-802-6454
Email:	MXTom@smcgov.org

In the case of Contractor, to:

Name/Title:	Perla Rumayor, Interim Executive Director
Address:	3401 CSM Drive, San Mateo, CA 94402
Telephone:	(650) 574-6137
Email:	rumayorp@smccd.edu

18. <u>Electronic Signature</u>

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: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

Digitally signed by Pulido, Yanely Date: 2024.06.11 13:27:03 -07'00'

June 11, 2024 Date

Contractor Signature

Yanely Pulido <u>Director of General Services</u> Contractor Name (please print)

COUNTY OF SAN MATEO

Andn. By:

Resolution No. 080532

President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

pologe

By:

Clerk of Said Board

Exhibit A

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

A. San Mateo County Community College District (SMCCCD) will provide:

- 1. Classes and mentoring to serve up to 15 participants per class at locations provided by San Mateo County Human Services Agency (HSA).
- 2. College faculty for the instruction of a 3-unit credit-bearing Life Skills class for Fall 2024, Spring 2025, and Fall 2025 semesters equivalent to CRER 137 which will introduce students to a comprehensive approach to life and career planning. Topics to include self-assessment (values, skills personality and interests), and an analysis of career development over the life span. An emphasis should also be on career investigation that encompasses decision-making, goal- setting, job search strategies, resume writing and interviewing skills.
- College faculty for the instruction of 0- to 6-unit credit-bearing Biotechnology Manufacturing classes for Fall 2024, Spring 2025, and Summer 2025 semesters equivalent to Math Jam, Math 200+, BTEC 400, 170, 171, CHEM 210, and COOP needed for the Biotechnology Manufacturing Assistance Certification Program that will prepare students for employment as entry-level laboratory assistants in a variety of biotechnology settings.
- 4. College faculty for the instruction of 3-unit and 1.5- unit credit-bearing Business classes for Spring 2025 and Fall 2025 semesters equivalent to BUS 101, CBOT 432, 448, 472, 474, and 475 needed for the General Office Certification Program that will prepare students for employment as entry-level general office clerks in a variety of business settings as support staff.
- 5. College faculty for the instruction of 3-unit credit-bearing Early Childhood Education classes for Spring 2025 and Fall 2025 semesters equivalent to ECE 210 and 212 needed for the Teacher Assistant Certificate Program that will prepare students for employment.
- 6. Financial Literacy class as part of course curriculum each semester at no additional cost.
- 7. Bi-weekly Peer Mentoring support through imbedded CalWORKs counselors from Canada College campus in collaboration with HSA.
- 8. Each course for a duration of four (4) months.
- 9. Scheduled classes as agreed upon by County and Contractor.
- 10. Facilitation of student enrollment and will provide course materials such as:
 - Books
 - Supplies and materials
 - Enrollment fees
 - Student Body Fee
 - Student Representation Fee
 - Health Fees
- 11. Additional services at an ancillary cost as agreed upon in writing by both parties to meet program goas.
- 12. Tutoring services as part of the curriculum to enhance the support provided to students. Contractor will complete a Tutoring Attendance Sheet (Attachment A) every session. Tutoring services with be paid for holding the session not based on participants attendance of session. Tutoring sessions are as follows:

SEMESTER	HOURS	NUMBER OF TUTORS
FALL 2024- MATH JAM	24 HOURS PER WEEK FOR 1 WEEK= 24 HOURS	1
FALL 2024- CRER 137	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1

FALL 2024- BTEC 400, MATH 200+	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	2
SPRING 2025- CRER 137	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1
SPRING 2025- ECE 210, ECE 212	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1
SPRING 2025- CBOT 432, CBOT 448, CBOT 475	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1
SPRING 2025- BTEC 170, BTEC 171, CHEM 210	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1
FALL 2025- BUS 101, CBOT 472, CBOT 474	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1
FALL 2025- CRER 137	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1
FALL 2025- ECE 210, ECE 212	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1

- 13. Contractor will meet the following measures:
 - a. 70% of enrolled participants will complete each semester.
 - b. Students will demonstrate a 10% increase in learning from pre to post-tests per semester.

B. County will:

- 1. Identify participants.
- 2. Identify and provide a room to hold classes and tutoring.

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. Contractor will invoice County for services shown in Exhibit A using the rates shown below.
- 2. Contractor will submit invoices within 30 days of the end of each course semester electronically to <u>MXTom@smcgov.org</u>.
- 3. Contractor will submit backup documentation that includes
 - Course Syllabus
 - Evidence of enrollment for each student
 - Reports of metrics will be submitted with invoice within 30 days after the semester ends
 - Tutoring Attendance Sheet for billable hours
 - Written approval of ancillary costs and line-item detail of costs
- 4. Contractor will submit an itemized invoice along with any required backup documentation that includes, at the minimum, the following:
 - Vendor Address
 - Human Services Agency Administrative Address: 500 County Center, Floor 2, Redwood City, CA 94063
 - Remit payment address
 - Description of Service
 - Cost of Service
 - "See attached" if/when backup documentation or reports are provided in addition to the invoice.
- 5. Rates:
 - a) Course Cost

COURSE	PER UNIT COST	TOTAL UNITS	EXTENDED COST
MATH JAM- FALL 2024	PRE-REQUISITE	0	\$5,175.60
CRER 137 - FALL 2024	\$5,513.45	3	\$16,540.35
BTEC 400 - FALL 2024	\$6,706.22	2	\$13,412.44
MATH 200+ - FALL 2024	\$6,706.22	6	\$40,237.32
ECE 210 - SPRING 2025	\$5,500.92	3	\$16,502.76
ECE 212 - SPRING 2025	\$5,500.92	3	\$16,502.76
CRER 137 - SPRING 2025	\$5,500.92	3	\$16,502.76

CBOT 432 – SPRING 2025	\$5,610.72	3	\$16,832.16
CBOT 448 - SPRING 2025	\$5,610.72	1.5	\$8,416.08
CBOT 475 - SPRING 2025	\$5,610.72	1.5	\$8,416.08
BTEC 170 - SPRING 2025	\$8,604.77	3	\$25,814.31
BTEC 171 - SPRING 2025	\$8,604.77	1	\$8,604.77
CHEM 210 – SPRING 2025	\$8,604.77	5	\$43,023.86
COOP – SUMMER 2025	\$1,942.50	4	\$7,770.00
BUS 101 – FALL 2025	\$5,610.78	3	\$16,832.35
CBOT 472 – FALL 2025	\$5,610.78	1.5	\$8,416.18
CBOT 474 – FALL 2025	\$5,610.78	1.5	\$8,416.18
ECE 210 – FALL 2025	\$5,500.92	3	\$16,502.76
ECE 212 – FALL 2025	\$5,500.92	3	\$16,502.76
CRER 137 - FALL 2025	\$5,500.92	3	\$16,502.76

b) Student Costs (Supplies/Books/Student Fees)

SEMESTER	PER STUDENT	ESTIMATED TOTAL STUDENTS
FALL 2024- MATH JAM	\$10.00	15
FALL 2024- CRER 137	\$239.00	15
FALL 2024- BTEC 400, MATH 200+	\$836.00	15
SPRING 2025- ECE 210, ECE 212, CRER 137	\$821.00	15
SPRING 2025- CBOT 432, CBOT 448, CBOT 475	\$814.00	15

SPRING 2025- BTEC 170, BTEC 171, CHEM 210	\$902.00	15
SUMMER 2025- COOP 670	\$190.00	15
FALL 2025- BUS 101, CBOT 472, CBOT 474	\$814.00	15
FALL 2025- ECE 210, ECE 212, CRER 137	\$821.00	15

c) Tutoring

SEMESTER	HOURLY RATE	HOURS	NUMBER OF TUTORS	EXTENDED COST
FALL 2024- MATH JAM	\$22.00	24 HOURS PER WEEK FOR 1 WEEK= 24 HOURS	1	\$528.00
FALL 2024- CRER 137	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00
FALL 2024- BTEC 400, MATH 200+	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	2	\$4,224.00
SPRING 2025- CRER 137	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00
SPRING 2025- ECE 210, ECE 212	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2112.00
SPRING 2025- CBOT 432, CBOT 448, CBOT 475	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00

SPRING 2025- BTEC 170, BTEC 171, CHEM 210	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00
FALL 2025- BUS 101, CBOT 472, CBOT 474	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00
FALL 2025- CRER 137	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00
FALL 2025- ECE 210, ECE 212	\$22.00	6 HOURS PER WEEK FOR 16 WEEKS= 96 HOURS	1	\$2,112.00

d) Ancillary

Semester	Ancillary Cost (Total per Semester)
Fall 2024	\$5,000
Spring 2025	\$5,000
Summer 2025	\$5,000
Fall 2025	\$5,000

- 6. County will pay Contractor upon receipt and approval of invoices including required supporting documentation.
- 7. County will have the option to adjust costs in order to meet program goals as agreed to by both parties in writing as long as it does not exceed the total Agreement obligation amount.