

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THRIVE ACADEMICS

This Agreement is entered into this ____ day of _____, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and THRIVE ACADEMICS, 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 tutoring services to foster youth enrolled in primary and secondary schools in San Mateo County.

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—Program Monitoring and Outcomes
- Exhibit D—Child Abuse Reporting Requirement
- Exhibit E—Fingerprinting Certification
- Attachment I—§ 504 Compliance

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 **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**. 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **February 23, 2016 through June 30, 2017**.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or 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.

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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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

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 under this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☒ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The 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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from 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 Manager.

To effectuate the provisions of this Section, the County Manager 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. 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 if this Agreement's total value listed in Section 3, above, is less than one-hundred thousand

dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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: Loc Nguyen, Director of Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-3390
Facsimile: 650-598-9785
Email: lhnguyen@smcgov.org

In the case of Contractor, to:

Name/Title: Brandon Edwards, President
Address: 7854 Glenoaks Boulevard, Sun Valley, CA 91352
Telephone: 818-676-6736
Facsimile: n/a
Email: bedwards@thriveacademics.com

18. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

THRIVE ACADEMICS
Brandon Edwards, President



Contractor's Signature

Date: February 2, 2016

**Scope of Work
Thrive Academics – Foster Youth Education Services
February 23, 2016 through June 30, 2017**

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

Thrive Academics (TA) is an educational company that will provide tutoring services to K-12 foster youth in San Mateo County using research based instructional techniques such as explicit reading¹ instruction, scaffolding², strategy instruction³, and STAR⁴ math technique. TA uses learning materials and curriculum fully aligned to California State and Common Core Standards.

The students receiving services under this Agreement may be English language learners, low performing students, and/or students with disabilities. The specific tutorial services available to the youth under this scope of work, based on an assessment and identified need, include:

- 1) K – 12 Basic Education
- 2) Math/Reading/Language Arts
- 3) Test preparation for the California High School Exit Examination (CAHSEE), General Educational Development (GED), American College Testing (ACT), and Scholastic Assessment Test (SAT) preparation

Thrive Academics (TA) will be responsible for the following:

I. Tutoring Sessions:

- a. Provide up to three thousand (3,000) hours of tutoring services to a minimum of 15 foster youth referred to the program by Children and Family Services.

¹Explicit reading instruction is a research based instructional practice that involves seven characteristics to promote reading achievement. It is a systematic method of teaching with an emphasis on proceeding in small steps, checking for student understanding, and achieving active and successful participation by all students.

²Scaffolding is a reading experience that refers to a plan of activities (before, during, and after reading) to engage readers in specific thinking strategies as they encounter texts.

³Strategy instruction is used to develop cognitive, metacognitive, memory related communication, and social strategies. Strategy instruction involves assisting students with acquiring and generalizing information helping students acquire the information in the least amount of time.

⁴STAR is an empirically validated first-letter mnemonic that can help students recall the sequential steps from familiar words used to help solve problems.

- i. The number of hours required per youth will be determined based on need following an assessment conducted by TA.
- b. Meet with foster youth and their families/caregivers in their homes whenever possible, or in a local library as requested by the family or social worker;
- c. Unless otherwise noted in this scope of work, all materials, assessments, supplemental curriculum, and progress reports for each student will be provided by TA.

II. Develop Service Plan and Assume all Case Management Responsibilities:

- a. Gauge each and every student's grade level equivalency and academic needs by administering the Scranton Performance Series assessment at the onset of tutoring;
- b. Assess families' service needs using an evidence-based assessment tool;
- c. Create an individual student learning plan for every student in the program;
- d. Coordinate all services with the social worker and/or caregiver and maintain communication for the duration of the program to ensure students complete their tutoring hours;
- e. Provide a monthly report per student to the assigned social worker regarding progress. TA should send the monthly progress report to the assigned social worker electronically via e-mail;
- f. Students will be assessed intermittently throughout the program to gauge academic growth;
- g. Conduct periodic reassessments and service plan updates for the foster youth as indicated (e.g., coursework, grades, progress or test results):
 - i. Reassessments will occur following the first two months of tutoring and on quarterly intervals following the first reassessment.

III. Students with Learning Disabilities and English Learners:

- a. Any tutor working with a learning disabled student is expected to have prior experience working with that population.
- b. Specific accommodations for learning disabled students will include:

- i. Assistance reading instructions out loud on assignments and assessment tests;
 - ii. Extended time for tutoring sessions;
 - iii. Use of the same vocabulary or phrases as used in class;
 - iv. Reinforcement of IEP or 504 plan, if applicable.
- c. English Learners will be provided with a tutor by TA who is fluent in the student's native language as well as in the English language.
 - i. Tutors of English Learners will apply research based instruction in English-language arts and math to students that includes customizing instructions to create:
 - 1. Developmentally and culturally appropriate lessons for all learners;
 - 2. Comprehensive vocabulary checklists for common English words and concepts;
 - 3. Practical methods for using the learner's native language and culture in the classroom;
 - 4. Helpful strategies for teaching spoken English, reading, and writing.

IV. Case Records:

- a. Every student will have a well maintained file with progress reports and assessment scores stored securely in the TA office(s);
- b. Files will be maintained with up-to-date and accurate case records;
- c. The student files will be available to County at any time.

V. Training and Evaluation:

- a. Attend all mandatory trainings as requested by County. TA will complete all County-provided training related to this program, as determined by the Human Services Agency, such as the Mandated Reporter Training (MRT) and Multi-Disciplinary Team Training (MDT);
- b. Conduct regular meetings with program staff to ensure program policies are being enforced, files are being updated properly, invoices are being submitted correctly, and any issues arising are being resolved appropriately;

- c. Attend evaluation meetings at the request of the Human Services Agency and implement all procedures immediately to maintain an effective program;
- d. All Thrive Academics staff will be informed of any updates and/or changes in the program.

VI. Hiring, Training and Supervision of Staff and Fingerprinting Requirements:

- a. TA will hire, train, and supervise staff prior to any tutor receiving a student's contact information;
- b. All tutors will also be required to submit to a Live Scan background check to Thrive Academics prior to receiving any student contact information.
 - a. TA must be a Department of Justice approved recipient;
 - b. TA will submit, upon execution of this Agreement, a copy of the organization's fingerprinting process, the date of the last fingerprinting check for all employees and the outcome of the last fingerprint check (i.e., passed/failed/cleared/violated).

**Payments and Rates
Thrive Academics – Foster Youth Education Services
February 23, 2016 through June 30, 2017**

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions of paragraph two and Exhibit A of this Agreement herein, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

1) Rates and Payment:

- a) Children and Family Services agrees to pay Thrive Academics at the rate of **\$50.00 per hour** for the services described in the scope of work. Thrive Academics will apply hourly rate to tutoring services and not charge County for expenses incurred such as travel, materials, or administrative time, as these are included in the hourly rate.
- b) Contractor shall invoice County monthly based on rate in paragraph a) above and County shall pay Contractor upon receipt of invoices. Services, fees, and taxes under this Agreement shall not exceed the cost described in section 3) below.
- c) Invoices detailing services provided will be generated on a monthly basis and sent to HSA-CFScontracts@smcgov.org with a copy to the Children and Family Services contract manager. Payments shall be made within thirty (30) work days upon receipt of Contractor's invoice.

2) Cancellation Policy:

Tutors will call before each session to verify the family is ready in order to avoid no-shows. The following cancellation policy will apply:

- a) In the event of illness or a family emergency, Thrive Academics requires twenty-four (24) hours advance notice for a cancellation to avoid any charge.
- b) If notice is provided with short notice (less than 24 hours) prior to scheduled session for any reason and the tutor has not been informed and has arrived to the home or meeting location, there will be a fee equal to thirty minutes (30) of the hourly rate.

- 3) In no event shall total payment exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the term of the Agreement. All payments under this Agreement must directly support services specified in Exhibit A of this Agreement.

**Program Monitoring and Outcomes
Thrive Academics – Foster Youth Education Services
February 23, 2016 through June 30, 2017**

PROGRAM MONITORING

1. Contractor agrees to meet the following performance measure(s) and outcomes:

Performance Measure(s)			
Measure	FY 2014-15 Actual	FY 2015-16 Projected	FY 2016-17 Projected
The percentage of youth that will demonstrate improvement in the academic area(s) of concern upon reassessment after receiving at least two quarters of services from Thrive Academics.	N/A	70%	70%

2. Reports:
- a) In addition to the monthly progress reports specified in Exhibit A, II.E, Thrive Academics will submit summary reports on a quarterly basis to the Children and Family Services contract manager with a copy to HSA-CFScontracts@smcgov.org detailing the:
 - i) Number of students served;
 - ii) Number of tutoring sessions per student;
 - iii) Total number of tutoring sessions (aggregate);
 - iv) Overall progress of students (aggregate);
 - v) Results of tutoring services (aggregate).

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of, abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees, or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

County of San Mateo – Fingerprinting Certification Form

DATE: 1/22/2016

AGREEMENT WITH: Thrive Academics

FOR: Tutoring services to foster youth enrolled in primary and secondary schools in San Mateo County.

Contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractor's employees, assignees, and subcontractors or volunteers have contact.

NAME: Brandon Edwards

TITLE: President

SIGNATURE:



DATE:

February 2, 2016

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Brandon Edwards**

Name of Contractor(s): **Thrive Academics**

Street Address or P.O. Box: **7854 Glenoaks Blvd.**

City, State, Zip Code: **Sun Valley, CA 91352**

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

Signature:



Title of Authorized Official: **President**

Date: **February 2, 2016**

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: Thrive Academic, Inc

Contract Number: [Click here to enter text.](#)

Date this Form Was Completed: 2/2/2015

Name of Person Completing Form: Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Penguin Insurance Services 860 Hillview Court #320 Milpitas CA 95035		CONTACT NAME: Michelle McDonald PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: Michelle@mmpis.com ADDRESS:	
INSURED Thrive Academics 7854 Glenoaks Blvd Sun Valley CA 91352		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia INC Companies INSURER B: Hartford Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK 1369709	07/21/2015	07/21/2016	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		PHPK 1369709	07/21/2015	07/21/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE	\$
	AGGREGATE						\$	
							\$	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A		52 WECPH 7597	08/03/2015	08/03/2016	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County Of San Mateo: Human Services Agency

1 Davis Drive
Belmont CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T.J. McDonald

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