

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DALY CITY  
PENINSULA PARTNERSHIP COLLABORATIVE**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Daly City Peninsula Partnership Collaborative, 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 funding to support the operation and administration of afterschool academic programs.

**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 D - Child Abuse Prevention and Reporting

**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 TWO HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$227,264). 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 July 01, 2021, through June 30, 2023.

**5. Termination**

This Agreement may be terminated by Contractor or by the County 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

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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 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 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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, 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.

**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 if this Agreement's total value listed in the Section titled "Payments", 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: Selina Toy Lee, Director, CCO  
Address: 1 Davis Dr., Belmont, CA 94002  
Telephone: 650-802-5120  
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Mike Stancil/  
Address: 111 Lake Merced Boulevard, Daly City, CA 94014  
Telephone: 650-301-3305  
Email: Mike@dcpartnership.org

**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:** DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

DocuSigned by:  
*Mike Stancil*  
AE36D46893D74B1...

5/17/2021 | 9:26 AM PDT

Mike Stancil

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 - Services

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

### I. Background

Daly City Peninsula Partnership Collaborative (DCPPC) was formed in 1995 as a county, city, and school district partnership with a mission to promote and facilitate collaborative efforts to ensure that young children and their families have access to health, education, and social services, in order to be successful in school and in life. In 2010, DCPPC expanded services to include all ages. The nonprofit organization's new mission statement is "to guide collaborative efforts and connect the community to services that promote well-being." The shared vision of the Daly City Partnership is a community of people empowered to learn, grow, and achieve a fulfilling life.

### II. Purpose

This Agreement with the County is one of several funding sources that support the work of DCPPC and its programs. The Contractor is encouraged to secure additional private and public funding in addition to funding provided by the County. The focus of this Agreement is to support families and young children from pre-kindergarten through eighth grade. Important milestones in the mission are increasing reading proficiency to grade level by third grade through afterschool, extended day programs, increased access to enrichment programs, such as dance, art, and science, and connecting families to community resources.

### III. Services

The Contractor will provide the following services tailored to each school site and student population at elementary and middle school sites located in Daly City or South San Francisco. The 20 school sites served will include: Jefferson Elementary School District– Daniel Webster Elementary, FD Roosevelt K-8, Garden Village Elementary, George Washington Elementary, John F Kennedy Elementary, Marjorie H Tobias Elementary, Margaret P Brown Elementary, Susan B Anthony Elementary, Thomas Edison Elementary, Westlake Elementary, Woodrow Wilson Elementary, Fernando Rivera Middle, Ben Franklin Intermediate, and Thomas R Pollicita Middle School. In South San Francisco Unified School District – Buri Buri Elementary, Junipero Serra Elementary, Ponderosa Elementary, and Skyline Elementary. In Brisbane School District - Panorama Elementary. In Bayshore School District – Bayshore K-8 School.

#### A. Program Administration, Contractor will

1. Employ a Program Supervisor. This position will report to the Executive Director of DCPPC. The Program Supervisor will:
  - Oversee the overall program and provide the administrative support and direction for the program.
  - Work with the Executive Director to investigate ongoing funding sources to expand Contractor's services for sustainability.
  - Conduct outreach at the schools and in the community and link families to educational programs and resources.
  - Recruit, train, and supervise two full time Program Coordinators.
  - Oversee budgets, write grant proposals, develop programs, and expand direct services.
  - Collect both qualitative and quantitative data and report on outcomes to funders.
  - Coordinate the annual Family Literacy Day and Health Fair event.

2. Assign two (2) Program Coordinators and one (1) Program Supervisor to four (4) to eight (8) school sites in order to:
  - Plan, coordinate, direct, supervise, and evaluate the specific activities of the DCPPC at the assigned school sites for pre-kindergarten through eighth grade. These activities would include tutoring, homework assistance, and enrichment classes.
  - Meet with school principals to plan their afterschool program. Each school community has different needs, so DCPPC will work with each leadership team collaboratively to customize a plan to serve their students.
  - Recruit, train, and schedule staff for each of the program components at each of the school sites.
  - Outreach to schools and the community.
  - Post job descriptions on employment sites.
  - Coordinate the registration, enrollment, and provide updated student rosters, attendance and sign out logs. Follow up on repeated student absences.
  - Supervise and evaluate part-time contractual and volunteer staff.
  - Hold biweekly ASAP department meeting with agenda items, shared calendar, and open forum time.
  - Collect monthly time reports, review for accuracy, and submit to accounting. Prepare and monitor specific site budgets. Prepare reports and correspondence.
  - Assist in the preparation and writing of grants and proposals, as needed.
  - Attend and assist in conducting training conferences and workshops.
  - Maintain accurate inventory and distribution of supplies and equipment.
  - Work with a variety of non-profit agencies, middle and high school students, and other volunteer and mentoring groups within the community to create a pool of volunteers to be available for assigned program sites.
  - Collect and input data from individual school sites per the Program Outcomes.

B. Program Enrollment, Contractor will:

1. Work collaboratively with the school sites, school districts, SMCOE, San Mateo County Human Services Agency (HSA), families, and local nonprofit agencies to enroll students into afterschool and summer programs in order to reach enrollment goals as set in this Agreement under each program area.
2. Use various methods of communication including the use of digital and paper flyers, online referrals, registration forms, text, email, phone calls, and outreach in meetings. These methods will be used in combination to provide efficient messaging and communication.
3. Allow students enrolled in Enrichment Programs, such as dance, art, science, and technology, to have the opportunity to apply for scholarships for fee-based programs. Students enrolled in ASES and Extended Daycare after school programs will receive additional free enrichment opportunities through a partnership between service providers and the Contractor.
4. Provide advertising and communication in Spanish and English. Outreach will be facilitated in multiple languages that reflect the diversity of Daly City and South San Francisco.

C. Big Lift Inspiring Summer Programs, Contractor will:

1. Partner with The Big Lift Inspiring Summer Program (BLIS) in order to work together to enroll children in BLIS programs in Daly City and throughout San Mateo County. DCPPC staff will assist with marketing, outreach, registration, and development for the BLIS.
2. During the summer BLIS program, Contractor will fill Program Assistant positions in the Daly City school sites. Contractor will attend training specific to executing the duties of the position.

D. After School Academic Programs (ASAP), Contractor will:

1. Provide afterschool tutoring for at least 150 children. The intent of the literacy focused tutoring program is for students to achieve increased proficiency in grade leveled reading scores over the 3 to 9 month tutoring period. The intent of the math tutoring program is for students to achieve increased proficiency in grade level math skills over a 3 to 9 month tutoring period.
2. Measure program by issuing parent surveys, classroom teacher final evaluations for improvement, and norm referenced pre and post testing conducted in the fall and spring of the school year.
3. Prioritize students for enrollment in tutoring who are English Language Learners (ELL).
4. Accept referrals from teachers, principals and/or school counselors.
5. Provide additional supplies, if available, to support tutoring programs. Supplies include white boards, manipulatives, and backpacks with school supplies.

E. Homework Assistance Program, Contractor will:

1. Enroll at least 125 students in Homework Assistance Programs. The intent of the homework assistance program is to establish early positive homework habits in order to enable a higher chance of school success.
2. Measure outcomes through parent and classroom teacher surveys. Surveys will allow parents/teachers to evaluate the degree of student improvement in homework skills, motivation to complete homework, and comprehension of academic concepts. Contractor's goal is that at least 50% of the students will regularly complete and return homework assignments; 25% of the students will improve the quality of completed homework assignments; and 25% of the students will improve in-class study skills and habits. In addition, 25% of the students are expected to progress from "Poor" to "Fair" or from "Fair" to "Good" along the Teacher Assessment and Progression Grid.

F. Enrichment Classes, Contractor will:

1. Enroll at least 800 students in enrichment classes such as mentoring, academic skill building, STEAM, dance, art, science, chess, cooking, and theater at selected school sites, as tailored to their specific requests and needs. The intent is to involve students in positive, life-long enriching activities and enlarge the scope of each child's learning by offering a variety of subjects and experiences to explore.
2. Measure the program impact by the number of students enrolled and engaged in the class. Program outcomes may also be measured by surveying students, parents, and teachers as to what positive experiences each student has had from participating in the enrichment class, and any influence this has had on their motivation to attend school.

G. Additional Collaborative Activities, Contractor will:

1. Conduct Outreach: Contractor coordinators and staff will provide additional assistance to schools and families by connecting them to community resources through meetings, online

communications, outreach fairs, and events. Coordinators will reach out to families to provide increased access to after school and summer programs and connect families to partner agencies and their respective programs, such as school districts and nonprofit/community-based organization programs, that would be of benefit to the demographic of families being served.

2. Coordinate and provide collaborative meeting support. Contractor staff will coordinate collaborative agency membership meetings that convene 5 times per year for professional development, networking, and discussion of community issues and potential solutions and to avoid duplication of services throughout the county.
3. Support Parent Education Programs. Contractor will collaborate with its school leadership to offer parent education support, perhaps with Parent Evenings, Parent Cafes, or School Resource Night programs. Parent engagement opportunities will be one of the items on the Contractor's menu of program offerings.
4. Coordinate a Family Literacy and Health Fair. Contractor will plan, coordinate, and execute a city-wide Family Literacy and Health Fair that serves over 800 attendees annually in the spring. The fair features: free children's literacy and health activities, free distribution of children's books, free lunch, student entertainment, and access to community-based organizations through tables with free information. Contractor collects nearly 1,000 free books from The Children's Book Project in San Francisco to give away. Contractor will work in collaboration with Jefferson Elementary School District, Jefferson Council PTA, and community members and volunteers to provide this yearly family fun and information event.
5. Collaborate with Core Service Agencies to provide increased opportunities for families to access wrap-around services and emergency support such as rental assistance, mental health services, and food distribution. Provide timely updates for the CORE Service Agency about ASAP's after school program opportunities, resources, events, and connection to school-based resources.
6. Collaborate with the local Core Service Agency to solicit donations, for the annual backpack drive, from individuals and local businesses. Contractor will purchase and assemble backpacks and school supplies and will distribute over 250 backpacks to low income and underserved youth in grades K-12 throughout the public schools and community of Daly City and Northern San Mateo County.
7. Collaborate with Second Harvest Food Bank to provide healthy snacks to the afterschool programs and food assistance at distribution sites.
8. Provide support for Operation Santa Claus and Adopt-a-Family programs. Contractor will deliver free bags of toys to residents and will coordinate registration with schools (Optional-Golden Tickets to families identified by school staff as being 'In Need").
9. Collaborative planning and community engagement opportunities. Contractor shares organizational and partner resources with community agencies by attending a variety of ongoing meetings: Jefferson Elementary School District (JESD) Parent Information Advisory Committee (PIAC), Safe & Supportive Schools meeting, JESD Wellness Committee, Thrive Center for Nonprofits, STEM Bay Area Ecosystem, San Mateo County's Community Collaboration for Children's Success (CCSS), Mission Corridor Community School Network (MCCSN), Institute for Civic & Community Engagement at SF State (ICCE), Pacifica Collaborative and others.
10. Recruit volunteers from local colleges, high schools, and community members for many roles in the organization, including academic programs in and out of the classroom, events, and Core Service Agency supports such as food distribution, stocking the food pantry, or sorting

through clothing donations for Pat's closet

H. Performance Measures, Contractor will:

1. Agree to meet the following measures:

<b>MEASURE*</b>	<b>FY 2021-22 Target</b>	<b>FY 2022-23 Target</b>
Number of unduplicated children served in Academic Programs.	1,425	1,450
Percent of increased growth in Academic Programs as reflected on pre and post assessments by pre and post testing.	55%	60%
Percent of parent satisfaction in all after school programs based on parent surveys.	90%	90%
Classroom teacher assessment of students in Academic Programs rated as "improved" or "much improved" in academic areas, based on the scale: (1) No change, (2) Improved; or (3) Much Improved.	70%	75%
Percent of attendance improved as reflected by daily attendance rates in each program.	55%	60%

\*Data will be evaluated according to the academic school year rather than Fiscal Year.

2. Agree to provide the following program reports:

- Progress Report by January 31 and a Final Report by July 31, to Human Services Agency in 2022 and 2023. These reports should include mid-year enrollment data and end of year outcomes data for Academic Tutoring, Homework Assistance Program, and Enrichment Classes, including number of unduplicated children served in each outcome area. For reporting outcome measure targets listed as percentages, DCCPC will also provide the raw data, which calculates the percentage result, in their mid-year and end-of-year report.
- Annual site review will be conducted by the Human Services Agency, Collaborative Community Outcomes Branch (CCO) Contract Monitor to assure that services are being delivered adequately. The Agreement monitor will review data and discuss ongoing plans during each year of the Agreement term. Changes to DCCPC program components must be reported immediately to the Contract Monitor with Human Services Agency.

3. Contractor will submit reports electronically to:

Rozeena Jhinu  
1 Davis Drive  
Belmont, CA 94002  
Email: [rjhinu@smcgov.org](mailto:rjhinu@smcgov.org)

I. County will:

1. Have the option to adjust, modify, or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total Agreement obligation.

2. Have the option to modify performance measures and targets to meet its program goals as agreed upon by both parties in writing. County will provide notification to Contractor in advance of adjusting performance measures and targets.

### Exhibit B – Payments and Rates

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:

Contractor will:

1. Invoice County two lump sums each fiscal year for services described in Exhibit A based on the rates and dates shown below. Invoices are due electronically to Rozeena Jhinnu: rjhinnu@smcgov.org or County designee. Invoices shall include at a minimum the following:
  - Vendor Address
  - Remit payment address
  - Agreement Number
  - Invoice Amount
2. Invoice Due Dates and Amounts:

	<b>Invoice Amount</b>	<b>Invoice Due</b>	<b>Deliverable</b>
<b>FY 21-22</b>	\$56,816	<b>October 1, 2021</b>	Upon Agreement execution.
	\$56,816	<b>February 15, 2022</b>	Upon receipt and approval of the Mid-Year Report for FY 21-22 <i>(due January 31, 2022)</i>
<b>FY 22-23</b>	\$56,816	<b>August 15, 2022</b>	Upon receipt and approval of the Year End Report for FY21-22 <i>(due July 31, 2022)</i>
	\$56,816	<b>February 15, 2023</b>	Upon receipt and approval of the Mid-Year Report for FY 22-23 <i>due January 31, 2023)</i>
<b>TOTAL</b>	\$227,264		

County will:

1. Have the option to adjust the amounts listed above across fiscal years to meet its program goals as agreed upon by both parties and approved by County in writing as long as it does not exceed the total Agreement obligation.

**Exhibit D – 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.