

Agreement No.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
BRIGHT HORIZONS FAMILY SOLUTIONS LLC**

This Agreement is entered into this 1st of October, 2020 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Bright Horizons Family Solutions LLC, 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 childcare services for County employees.

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. 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 and twenty thousand dollars (\$220,000). 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 within thirty (30) days of Agreement 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 October 1, 2020, through September 30, 2022 ("Term").

5. Termination

(a) Termination by County. If (a) within thirty (30) days after written notice from County to Contractor specifying any material default or defaults, Contractor has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if any assignment shall be made by Contractor for the benefit of creditors, or (c) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U.S. Code is filed by Contractor or if such a petition is filed against Contractor and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases County may, in addition to and not in derogation of any remedies for any preceding breach of this Agreement, immediately or at any time thereafter and without demand terminate this Agreement by giving written notice to Contractor effective upon Contractor's receipt of such notice. Notwithstanding anything to the contrary herein, County's rights upon an event of default caused by proceedings under the Bankruptcy Act shall be limited to the remedies permitted County under such Act with respect to such event.

(b) Termination by Contractor. Without prejudice to any other rights or remedies which Contractor may have in such event under this Agreement, if within thirty (30) days after written notice from Contractor to County specifying any material breach or breaches, County has not commenced diligently to correct the breach or breaches so specified or has not thereafter diligently pursued such correction to completion Contractor may, in addition to and not in derogation of any remedies for any preceding breach of this Agreement, immediately or at any time thereafter and without demand terminate this Agreement by giving written notice to County effective upon County's receipt of such notice.

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 prepared by Contractor exclusively for the County under this Agreement (collectively referred to as "Contract Materials") 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 - General Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 with any applicable 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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. Contractor's obligations under this paragraph shall be limited to the extent that such officers, agents, employees and servants of the County are acting in their capacity as officers, agents, employees and servants of the County, and not as parents or guardians using the Center. The duty of Contractor to indemnify and save harmless as set forth herein, 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; provided, however, that no such consent shall be required in the event that (a) such assignment is made to a successor or affiliated corporation pursuant to a corporate reorganization or merger and that such assignment will not materially affect either the scope and quality of services to be delivered under this Agreement and (b) the assignee is fully subject to and bound by the Contractor's obligations under this Agreement. Any assignment or subcontract without County's prior written consent in violation of this paragraph 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 reviewed by County's Risk Management and Contractor shall use diligence to obtain such insurance. 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 material 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 third party claims for damages for bodily injury, including accidental death, as well as any and all third party claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be included as additional insureds 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.

d. County Insurance.

Throughout the Term of this Agreement, as owner of the facility, County shall maintain property insurance on the Facility and all County personal property used in the Center including but not limited to furniture, equipment and fixtures in an amount not less than the full replacement cost. In addition, County shall maintain commercial general liability insurance coverage, with combined single limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, such coverage to include contractual liability.

e. Waiver of Recovery.

Contractor and County, each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, or employees for any loss or damage that may occur to the Facility or the Center, or any improvements thereto, or to the building of which the Center is a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall have any right of subrogation against such other party provided however, such agreement does not invalidate said policies of insurance.

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 any applicable provisions of 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 attributed to services in violation of 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 therefor, 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, subject to privacy laws, 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 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:

County of San Mateo,
Human Resources
Department
455 County Center, 5th
Floor
Redwood City, CA 94063

Email: lokada@smcgov.org

Phone: 650-363-7824

In the case of Contractor, to:

Bright Horizons Family Solutions **LLC**
200 Talcott Avenue South Watertown,
MA 02472
Attn: General Counsel

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: Self Insured Services Company doing business as Benefit Coordinators Corporation

Stephen Dreier

Contractor Signature

August 19, 2020

Date

Stephen Dreier

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A.

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

Child Care Services

Contractor will conduct all aspects in the delivery of a high quality, developmentally appropriate early childhood center to meet the needs of County employee children, newborn through age 5 years and 11 months, in compliance with all applicable local, state, and federal legal and licensing requirements at the child care facility ("the Center").

The total number of full-time equivalent children ("FTEs") enrolled at the Center will not exceed 92 FTEs (not including back-up child care). If there are less than 92 FTEs of children of County employees enrolled at the Center, the Contractor may make the Center available to non-employee children ("Community Families").

The Center will be open Monday through Friday from 7:00a.m. to 6:30p.m. The Center will follow the yearly holiday calendar for County employees..

Employee Eligibility | Priority Enrollment

- o Contractor will provide childcare services for children of benefits-eligible County and San Mateo County Superior Court employees working in a position that is at least 20 hours per week ("Employee Families"). Contractor will submit rosters to County of enrolled Employee Families to verify eligibility on January 1 and July 1 of each year.

- o Employee Families have priority enrollment to be (a) enrolled upon applying for childcare services if a space is available in the appropriate childcare class or (b) placed at the top of the Center's waiting list for the next available opening at the Center in the appropriate class.

- o Contractor will maintain 2 separate Wait Lists, one for Employee Families and one for Community Families. Contractor will provide these lists for review by County on a quarterly basis.

Staff Child Ratios

- o Contractor will maintain at all times the following maximum ratios and group sizes (not including back-up child care) to ensure quality childcare standards/ unless more stringent ratios are required by child care licensing authorities.

	Age Group	No. of FTEs	Staff	Ratio
Rm.#1	0-1	12	3	1:4
Rm.#2	1-2	8	2	1:4
Rm.#3	1-2	8	2	1:4
Rm.#4	2 years olds	12	2	1:6
Rm.#5	2 years olds	12	2	1:6
Rm.#6	3-5 year olds	20	2	1:10
Rm.#7	3-5 year olds	20	2	1:10

- o Any change in staff- child ratios shall be approved by the County such approval not to be unreasonably withheld, but in no event shall ratios be less than those established by state licensing regulation.

Contractor Employees

- o Contractor will recruit and hire top quality teachers who can best serve the needs of the children at the Center. Contractor is responsible for recruiting/ interviewing/ training and employing all Center personnel. All Contractor employees at the Center shall meet all necessary certification requirements established by the California State Department of Social Services.
- o The Contractor employee serving as Director of the Center is subject to County approval, which approval shall not be unreasonably withheld or delayed.
- o Contractor shall provide ongoing staff development and training. Contractor will make available a staff training plan to County once each year.

Program Quality Review

- o Contractor will work diligently to maintain National Association for the Education of Young Children (NAEYC) accreditation throughout the Term of the Agreement and shall maintain the program in accordance with its standards. County shall receive a copy of the findings of the NAEYC validator for their review.
- o County, at its own cost, may arrange for an outside Program Quality Review, conducted by an outside party to determine overall quality of the program on no less than on a biennial basis. The benchmark minimum standards for quality review include, but may not be limited to, the ECERS and ITERS reviews as well as the CLASS assessments. Similar program quality evaluative tools may be suggested by Contractor and provided to County for review and acceptance.

Employee Family Recruitment Plan

- o Contractor will develop and implement an Employee Family Recruitment Plan, in collaboration with the County, to increase Employee Family enrollment at the Center.
- o It is the goal of both the Contractor and County to increase Employee Family enrollment from the present 68% to 75% during Year 1 of this Agreement, and to 80% during Year 2 and through the end of the Agreement. Contractor and County will make best efforts to reach these enrollment goals.

County Employee Tuition Assistance Program

- o For the length of this Agreement, County shall administer a County Employee Tuition Assistance Program to offset childcare expenses for eligible Employee Families, based upon income guidelines.
- o County and Contractor shall meet no less than annually to review income guidelines and may modify thresholds, based upon review of Federal, State or regional income benchmarks.
- o Contractor shall determine eligibility for the County's Employee Tuition Assistance Program for current and incoming Employees Families, and shall insure that all associated paperwork for eligible Employee Families is complete and on file at the Center. Contractor shall re-confirm continued eligibility no less than once every six months. Contractor is given authority to determine tuition assistance level and amount (each, a "Tuition Discount"), based upon current income threshold guidelines provided by the County.
- o Contractor will invoice the County on a quarterly basis for the amount of the Tuition Discounts authorized to County Families. Quarterly invoice will include Employee Name, Employee ID, Dependent Name(s), FTE(s), % Level of Assistance, and Amount. In no event will the County's obligation to make payments under this section exceed \$110,000 per year and \$220,000 during the Term of this contract.

Back Up Child Care

- o Contractor is permitted to provide back-up child care for Employee Families and Community Families not currently enrolled in the Center, on a space-available basis. All families interested in using back-up childcare must complete a standard admissions application and process, including any SDSS required forms, at the Center, prior to using childcare services. Income from back-up childcare will be clearly stated on all reporting documents and budgets provided to County.

Quarterly Reports

- o Contractor shall provide quarterly financial reports (income/expense statements) including

revenue from tuitions of both Employee Families and Community Families and net income, in substantially the form attached hereto as Attachment A

- o The operating budget shall be submitted to County no less than 90 days prior to the beginning of school year for review by County, or at another time as mutually agreed upon between the two parties.

Quarterly Meetings

County and Contractor shall meet quarterly to review the terms of this Agreement, including but not limited to:

- o Review of financial reports
- o Review of operational budget
- o Review Employee Family enrollment and recruitment plan
- o Review Employee/Community Family wait lists
- o Review list of Employee Families receiving tuition assistance, % of tuition assistance, and amounts
- o Identification and update of facility and maintenance

issues Facility Use and Maintenance

- o Contractor shall use the Center exclusively for childcare and child-related activities and shall not use the Center for any other purpose without the prior consent of the County.
- o Contractor shall not make or suffer to be made any alterations, additions or improvements to or of the Center or any part thereof without the written consent of County.
- o Contractor will ensure that any and all materials provided by the County, will be maintained In the same condition as they are provided by the County, normal wear and tear excepting.
- o Contractor will not make any repairs or alterations without first obtaining permission from the County except in emergencies.
- o An overview of the County and Contractor responsibilities with respect to the Center and the building in which the Center is located (the "Facility") is below.

County Responsibility

Contractor Responsibility

<p>Replacement and repair of interior and exterior permanent surface, fixtures and structures required by California licensing or necessary for the health and safety of children.</p>	<p>Repair of any damage to a permanent surface or structure caused by Contractor's negligence or abuse.</p>
<p>Ongoing maintenance and repairs of the Facility and its systems, including interior and exterior painting of the Facility and the Center, except any damage caused by Contractor's negligence or abuse. Contractor will submit bi-annual projections to the County for non-urgent maintenance and repair issues for review and approval.</p>	<p>Cleaning and janitorial service Landscaping within the Center's grounds in accordance with agreed standards.</p>
<p>Repair and replacement of appliances as necessary.</p>	<p>All utilities including water, sewer, electricity, gas, telephone, internet and garbage</p>
<p>Systems and structural condition of the Facility</p>	<p>Replacement of Contractor-owned equipment, furniture, supplies and materials.</p>

- o Contractor shall enforce a no-smoking policy inside and within the grounds of the Center. Contractor shall maintain a designated lactation room on site.

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:

Tuition and fee schedule for County Employee Families and Community Families for 2020-21 of the Term are included in Attachment-A of this Agreement. No additional fees shall be assessed to enrolled or wait listed Employee Families.

Contractor may increase Employee Family tuition rates annually by no more than the planned percentage increase in the average salary and benefits of the Centers employees plus up to 2% per year. In the event that Contractor reasonably believes unusual circumstances warrant a greater increase, no less than 120 days prior to the date of implementation, the parties will meet to agree upon such increase.

No less than 90 days prior to a change in rates or fees, Contractor shall forward to the County updated tuition and fee schedule(s), which shall be attached as an amended Attachment A hereto without the necessity of a formal amendment of this Agreement.

No less than 90 days prior to a change in rates or fees, Contractor shall provide County with a comparative review of tuition rates from 10 different local centers (of which 5 are employer-sponsored) of reasonable comparability to the Center. County and Contractor shall agree on the list prior to the review.

Employee families shall pay a \$25 registration fee (\$50 for Community Families). The Registration fee is waived for employee families who qualify for tuition assistance.

Sibling Discount for Employee Families

If an Employee Family enrolls more than one child at the Center at the same time, Contractor will provide a five percent (5%) discount *off* the Employee Family tuition rate for the oldest sibling, which shall be reimbursed to Contractor by County as a Tuition Discount in accordance with Exhibit A. At any point when an Employee Family sibling(s) leaves the Center and only one child remains enrolled in the program, the sibling Tuition Discount is terminated and the tuition for that child reverts back to the Employee Family tuition rate

Contractor will submit itemized invoices by the 20th business day for services rendered during the previous month. Invoices are to be sent to:

County of San Mateo - HR
Attn: Accounts Payable
455 County Center- 5th FL
Redwood City, CA 94063

Monthly Child Care Rates

Our Place San Mateo County Employee Child Care Center

403 Winslow Street
Redwood City, CA 94063
T: 650-363-4939

Visit our website www.brighthorizons.com

Effective 9/1/2020 COSM Rates

	Infant/Toddler			Twos			Preschool/ Kindergarten Prep		
	5 Days	3 Days	2 Days	5 Days	3 Days	2 Days	5 Days	3 Days	2 Days
Full Time	\$2,528	\$1,744	\$1,213	\$2,185	\$1,552	\$1,093	\$1,865	\$1,268	\$914

Fees:	-	One Time	(per child, nonrefundable)	\$25
New Student Application Fee	-	Annual	(per child, nonrefundable)	\$100
Continuing Student Registration	-	Daily		\$20
Late Payment Fee	-	Per Payment		\$25
NSF Fee		Annual		\$100
Yearly Activity Fee				

NOTES:

Please be sure to read the Bright Horizons Family Guide for all policies and procedures.
 A 5% county employee sibling discount is assigned to the child with the lowest tuition.
 Tuition is payable in advance of service and is adjusted annually with 30 days' notice. Rates are subject to change.
 Tuition is paid on the 25th of the month through a secure online web portal (or monthly recurring draft).
 Tuition is reflective of staff-child ratios in assigned classrooms.
 If center closes for facility or weather related problems parents are responsible for full tuition.
 We offer scholarships whenever possible. Applications for assistance may be obtained through the school or business office.

Monthly Child Care Rates

Our Place San Mateo County Employee Child Care Center

403 Winslow Street
Redwood City, CA 94063
T: 650-363-4939

Visit our website www.brighthorizons.com

Effective 9/1/2020 COSM Scholarship Rates

Household Income	Infant/Toddler			Twos			Preschool/ Kindergarten Prep		
	5 Days	3 Days	2 Days	5 Days	3 Days	2 Days	5 Days	3 Days	2 Days
Tier 5 - Less than \$60,000	\$1,264	\$872	\$606	\$1,091	\$775	\$546	\$932	\$633	\$456
Tier 4 - \$60,000 - \$80,000	\$1,336	\$921	\$642	\$1,272	\$901	\$634	\$1,208	\$822	\$591
Tier 3 - \$80,000 - \$100,000	\$1,716	\$1,184	\$824	\$1,636	\$1,162	\$818	\$1,492	\$1,014	\$731
Tier 2 - \$100,000 - \$120,000	\$2,098	\$1,447	\$1,007	\$1,857	\$1,319	\$929	\$1,585	\$1,078	\$777
Tier 1 - \$120,000 - \$140,000	\$2,275	\$1,570	\$1,092	\$1,967	\$1,397	\$984	\$1,679	\$1,141	\$823

Fees:

New Student Application Fee	- One Time	(per child, nonrefundable)	\$25
Continuing Student Registration	- Annual	(per child, nonrefundable)	\$100
Late Payment Fee	- Daily		\$20
NSF Fee	- Per Payment		\$25
Yearly Activity Fee	- Annual		\$100

NOTES:

Please be sure to read the Bright Horizons Family Guide for all policies and procedures. A 5% county employee sibling discount is assigned to the child with the lowest tuition.

Tuition is payable in advance of service and is adjusted annually with 30 days' notice. Rates are subject to change. Tuition is paid on the 25th of the month through a secure online web portal (or monthly recurring draft).

Tuition is reflective of staff-child ratios in assigned classrooms.

If center closes for facility or weather related problems parents are responsible for full tuition.