

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
CHILD CARE COORDINATING COUNCIL**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and CHILD CARE COORDINATING COUNCIL, hereinafter called
"Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the
purpose of providing the stage 2 child care and child development services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
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—Program Description
Exhibit B—Fiscal Provision and Payment Schedule
Exhibit C—Performance Guidelines
Attachment I—§ 504 Compliance
Attachment II—Child Abuse Reporting
Attachment III—Fingerprinting

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein 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 Million Two Hundred Five Thousand Five Hundred Fifty Five Dollars (\$1,205,551).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 5, 2014, through June 30, 2017. SM

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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. 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.

7. Hold Harmless

7.1 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.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

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

at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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.

9. Insurance

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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 amount specified below.

Such insurance shall include:

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

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

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

10. 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 handicap 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 Contractor 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.

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

11. **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 handicapped individual 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 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.
- ☐ 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 Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- 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. *Violation of Non-discrimination provisions.* 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 bidding on 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 examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which

states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

16. 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: John Joy, Director, SMC Works
Address: 400 Harbor Boulevard, Building B
Telephone: (650) 802-5157
Facsimile: (650) 802-4316
Email: jjoy@smchsa.org

In the case of Contractor, to:

Name/Title: Kimberly Morrison, Manager
Address: 330 Twin Dolphin Drive
Telephone: Redwood City, CA 94065
Facsimile: (650) 596-5103
Email: kmorrison@sanmateo4cs.org

17. 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 WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Child Care Coordinating Council



Contractor's Signature

Date: 07/09/14

**PROGRAM DESCRIPTION
Child Care Coordinating Council
August 5, 2014 through June 30, 2017**

Child Care Coordinating Council of San Mateo County (4Cs)

Mission: 4Cs stands for great outcomes for children.

4Cs focus areas include: 1) Quality Child Care and Preschool – Increasing the quality and expanding the supply of child care and preschool programs, promotion of the professional development of the childcare workforce, fostering child care inclusion for children with special needs, and ongoing support and assistance to child care providers; 2) Family Support – Counseling for parents about child care and preschool options, free referrals to licensed child care, strengthening families considered “at-risk,” assisting working families in paying for child care, and providing free and low-cost parenting education opportunities; 3) Health and Child Development – Training for child care providers and parents in child development, nutrition and health, enrollment of families in health coverage, and education on key health issues.

History with Target Population

Since 1972, the Child Care Coordinating Council (4Cs), a private nonprofit agency, has been a trusted resource to help parents living and working in San Mateo County find and pay for child care and preschool and to grow as parents. On a monthly basis, 4Cs helps more than 1,000 families by subsidizing their child care and provides over 700 child care referrals each month to families looking for quality child care. 4Cs helps families make child care choices, provides them with free and low-cost parent education classes and family activities, and connects them to resources they need to succeed. 4Cs is also a one-stop shop for our county's 1,000 child care providers and preschool programs, investing in the field's professional development and helping improve program quality through a variety of projects and services. In addition, 4Cs helps to foster children's healthy development, safety, and overall health by enrolling children and families in low-cost health coverage and conducting classes on health and safety. 4Cs is recognized throughout the community as a trusted source of information and trainings on issues related to the health and safety of children.

Capacity to Carry Out the Program & Relationship to Similar Organizations

4Cs is the only Child Care Resource and Referral Agency in San Mateo County and 4Cs is the primary organization in San Mateo County that works with and relates to all parts of the child care delivery system: families, child care providers, businesses, and policymakers. 4Cs actively engages in initiatives related to children, families, and child care, collects and analyzes data, and convenes educational forums. It is 4Cs' goal to continually survey and address the needs of families and children in San Mateo County. 4Cs is an active partner in every major county collaborative affecting young children and strives to make services available in the first language of our diverse community. as a trusted source of information and trainings on issues related to the health and safety of children.

Capacity to Carry Out the Program & Relationship to Similar Organizations

4Cs is the only Child Care Resource and Referral Agency in San Mateo County and 4Cs is the primary organization in San Mateo County that works with and relates to all parts of the child care delivery system: families, child care providers, businesses, and policymakers. 4Cs actively engages in initiatives related to children, families, and child care, collects and analyzes data, and convenes educational forums. It is 4Cs' goal to continually survey and address the needs of families and children in San Mateo County. 4Cs is an active partner in every major county collaborative affecting young children and strives to make services available in the first language of our diverse community wherever possible. Examples include the Peninsula Partnership Leadership Council, The Big Lift (Preschool Initiative), Race to the Top, The Watch Me Grow Initiative, and Children's Collaborative Action Team.

Exhibit B
FISCAL PROVISION AND PAYMENT SCHEDULE

Child Care Coordinating Council
August 5, 2014 through June 30, 2017

In consideration of the services provided by Contractor in Exhibit "A" and Exhibit "C", County shall pay Contractor based on the following fee schedule:

Each year the Contractor receives an allocation of the funds allotted to the Human Services Agency (HSA) by the California Department of Education (CDE). HSA annually, at its discretion, will determine Stage 2 funding distribution percentage for any Stage 2 funds received from CDE. For FY 2014-15, Child Care Coordinating Council will receive the full CDE allocation of \$1,205,551.

Allowable administrative costs may not exceed the percentage amount permitted for such costs by the laws and regulations of the State of California including, but not limited to, the California Code of Education, California Code of Regulations Title 5 and California Department of Education Child Development Division C2AP Stage 2 Contract Funding Terms and Conditions. Future funding for Stage 2 services will be determined by the amount allotted to the County of San Mateo from CDE.

Fiscal Provisions

Allocations	FY 2014-15	FY 2015-16	FY 2016-17
HSA Allocation to Child Care Coordinating Council	\$1,205,551	TBD	TBD
CDE Allocation to HSA	\$1,205,551	TBD	TBD

Payment Schedule

Upon execution of this Agreement, the County shall pay Contractor one lump sum of \$602,775, or 50% of the Contractor's total allocation for the FY 2014-15, as advance payment toward allowable invoiced costs for services described in Exhibit "A" and Exhibit "C". In the event that such costs are a negative amount, such costs will be deducted from future allowable invoiced costs until fully liquidated. The remaining \$602,776 will be paid to the contractor as described below after the \$602,775 advance payment has been liquidated, for allowable costs invoiced for services as described in Exhibit "A" and Exhibit "C".

The Contractor shall provide invoices and monthly reporting as described in Exhibit "C" and provide services as described in Exhibit "A" and "C" to fully expend the contract amount allocated by HSA for each Fiscal Year of the contract. In no event shall services exceed \$1,205,551 for FY 2014-15.

EXHIBIT C
PERFORMANCE GUIDELINES
Child Care Coordinating Council
August 5, 2014 through June 30, 2017

- 1) The Contractor will work collaboratively to develop transparent standards and procedures for distribution of Stage 2 cases identified in accordance with Exhibit A of this Agreement to account proportionately for all major case variables including, but not limited to: numbers and ages of children served, parent/child ratios per family, provider types, seamless transfer eligibility, families served previously by an agency, and estimated cost of services.
- 2) Eligibility for Stage 2 Child Care and Development Services will be confirmed by the Human Services Agency (HSA) as families are identified in accordance with Exhibit A of this Agreement.
- 3) Child Care Specialists from HSA will deliver completed transfer/referral documentation packets to the Contractor as they become available throughout each month. The packets will be completed in accordance with Exhibit A of this Agreement and the standards and procedures developed in item 1 above. The Contractor will review the packets for completeness, follow up on any questions and enter details about each case in a database maintained on behalf of the Agency collaborative by Contractor.
- 4) Once entered in the database, cases will be distributed proportionately to the Contractor in accordance with the standards and procedures developed in item 1 above.
- 5) Contractor will administer subsidized child care services without a break in care for cases which qualify for seamless transfer as described in Exhibit A of this Agreement.
- 6) Contractor will contact each family in writing with instructions and deadlines for completing a Stage 2 data file in accordance with all applicable laws, regulations, funding terms and conditions and individual agency business policy.
- 7) Contractor will submit monthly follow-up data on each family transferred or referred as requested by the HSA including, but not limited to, enrollment and recertification status, change in employment status, length of enrollment, reason for termination, number of breaks in care during eligibility period, frequency and duration of subsequent return(s) to cash aid.
- 8) Contractor will compile and distribute analytical data in accordance with the standards and procedures developed in item 1.
- 9) HSA will notify the contractor of any family on the transfer list that has re-applied for cash aid.
- 10) Contractor and HSA will meet at least bi-monthly for budget and program monitoring of the Stage 2 child care program and any other issues affecting all child care programs in San Mateo County.
- 11) Contractor will invoice the County and will submit the CDE Fiscal Report form CDFS-9500 AP and the CDE Caseload Report form (<http://www2.cde.ca.gov/cdfs>) as required by CDE by the 17th of each month for services performed for the previous month. Upon receipt and approval of the monthly invoice and the Fiscal and Caseload Report forms, HSA shall issue to Contractor by the 30th of the month an amount equal to the allowable costs of the invoice.

- 12) The Contractor shall also respond, in collaboration with HSA, to any CDE-initiated Compliance Monitoring Review requests or Alternative Payment Monitoring Unit reviews as instructed by HSA and CDE.

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: GENIE ALLEN, CONTROLLER

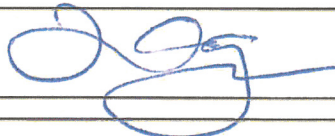
Name of Contractor(s): CHILD CARE COORDINATING COUNCIL (ACC)

Street Address or P.O. Box: 330 TWIN DOLPHIN DR #114

City, State, Zip Code: REDWOOD SHORES, CA 94065

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

Signature:



Title of Authorized Official: INTERIM EXECUTIVE DIRECTOR

Date:

07/01/14

*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."

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: July 1, 2014

AGREEMENT WITH:

FOR:

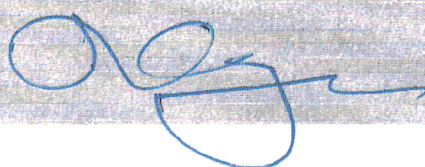
CHILD CARE COORDINATING COUNCIL SAN MATEO (ACC)
330 TWIN DOLPHIN DRIVE #119
REDWOOD CITY, CA 94065

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 contractors employees, assignees and subcontractors or volunteers have contact.

NAME: 29T

TITLE: 29T

SIGNATURE:


PETER RAMOS-GROSER
INTERIM EXECUTIVE DIRECTOR

DATE:

July 1, 2014