

SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY, INC.

THIS AGREEMENT, entered into this ____ day of _____, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY, INC. 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 CAPP child care services.

WHEREAS, the award of this Agreement is made pursuant to:

1. CFDA # **93.596 California Alternative Payment Program (CAPP)**
2. Federal Data Universal Number (DUNS): **07-523-6401**
2. Federal Award Identification Number (FAIN): **1801CACCDF**
3. Federal Award Date: **10/01/17**
4. Federal Award Period of Performance: **10/01/17 – 9/30/20**
5. Federal Awarding Agency: **ACF**
6. Federal Award Project Description:
County administered, State supervised program that provides child care subsidies to help eligible low-income working families access child care and to improve the quality of child care for all children.

WHEREAS, the County is hereby awarding the following Federal Funds:

1. Amount of Federal Funds obligated by this action to sub-recipient:
\$1,350,000 – CAPP
2. **10%** Indirect Cost Rate for Federal Award
3. This **is not** a Research and Development Award

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - CAPP Services
- Exhibit B - CAPP Child Care Payments and Rates
- Exhibit C - CAPP Performance, Financial Monitoring and Reporting Requirements
- Exhibit E - Child Abuse Prevention and Reporting
- Attachment I - § 504 Compliance
- Attachment P – Personally Identifiable Information

2. General Definitions

1. “CCR” means California Code of Regulations.
2. “CFR” means Code of Federal Regulations.
3. “DUNS” Data Universal Numbering System means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. “Cal. Gov. Code” means California Government Code.
5. “OMB” means Office of Management and Budget.
6. “PCC” means the Public Contract Code.
7. “Reimbursable item” also means “allowable cost” and “compensable item”.
8. “State” means the State of California.
9. “Contractor” means Child Care Coordinating Council of San Mateo County, Inc. since it is the legal entity that receives funds from the County to carry out part of a federal award identified in this Agreement.
10. “U.S.C.” means United States Code.
11. “W & I Code” means Welfare and Institutions Code.

3. Services to be Performed by Contractor

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

4. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed **THREE MILLION DOLLARS** (\$3,000,000).

The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County to be: out of compliance with the Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to the Human Services Agency (HSA) by the seventeenth (17th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the HSA approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from HSA, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for the month of June each year will be due by July 7th of each year to facilitate timely payment.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2019 through June 30, 2022**.

- A. This Agreement may be terminated by the Contractor, the Director of the Human Services Agency, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (“Notice of Termination”). The Termination Notice shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. 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 the County and shall be promptly delivered to the County. Upon termination, the 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.
- C. Termination for Cause. The grounds for termination for cause shall include, but are not limited to, the following:
 - 1. Threat of life, health or safety of the public (see exemption from notice requirement, above);
 - 2. A violation of the law or failure to comply with any condition of this Agreement;

3. Inadequate performance or failure to make progress so as to endanger implementation of this Agreement;
4. Failure to comply with reporting requirements;
5. Evidence that the Contractor is in an unsatisfactory financial condition determined by an audit by the County or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or substantial part of the Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against the Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension; [Article II J]
11. The Contractor's organizational structure has materially changed; and
12. The County determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe subject to special conditions or restriction.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, the County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by the County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor's Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by the County in writing, the Contractor shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination;
2. Place no further subcontracts for materials, or services, except as necessary to complete any portion of the contract not terminated;
3. Terminate all subcontracts to the extent they related to the work terminated; and
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Termination Notice is still required (“Emergency Termination Notice”), and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.

- F. Contractor or any of its sub-grantees materially fails to comply with any term of the Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:
 - Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s).
 - Disallow all or part of the cost of the service, activity or action not in compliance.
 - iii. Suspend the Agreement in whole or part.
 - iv. Suspend eligibility for future agreements
 - v. Other remedies that may be legally available, or shown in the Agreement.

6. Availability of Funds

Notwithstanding the provisions for termination in paragraph 5, above, the 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 the County learns of said unavailability of outside funding. Such termination shall be effective immediately unless otherwise agreed upon by the County and Contractor in writing.

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 the County and that Contractor acquires none 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.

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 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, 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.

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 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.

- a) Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement as if Contractor was providing the services specified including but not limited to CFR, Title 2 as applicable, as well as federal, state and local law.
- b) Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- c) Procurement of sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local laws including procedures outlined in CFR, Title 2. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- d) Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement including federal requirements, in CFR, Title 2. If Contractor at any time discovers that services under this Agreement has not been used in accordance with the terms and conditions of this Agreement including federal, state and local laws, Contractor will take action to recover such funding.
- e) Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local laws as a pass-through entity when awarding any part of this Agreement to other third party entities.

10. 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 the forfeiture of any right to compensation under this Agreement.

11. 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. The Contractor shall furnish the HSA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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

A. **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.

B. **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 sub-contractor, 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:

- 1) 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.

12. Compliance With Laws

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

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

a) Standards for financial management systems: Contractor and its sub-contractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.

b) Period of availability of funds: Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of these balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

- c) Matching or cost sharing: Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
- d) Program income: Program income must be used and accounted for as specified in CFR, Title 2.
- e) Real Property: If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.
- f) Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.
- g) Supplies: Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

13. Non-Discrimination and Other Requirements

The Contractor shall comply with all applicable federal state, and local anti-discrimination laws, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

- A. Equal Access to Federally Funded Benefits, Programs, and Activities
Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discrimination against persons based on race, color, religion, or national origin.
- B. Equal Access to State-Funded Benefits, Programs, and Activities
Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].
- C. Americans with Disabilities Act of 1990
Contractor shall ensure compliance with the American with Disabilities Act (ADA) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC § 12101, *et seq.*]

D. 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.

E. 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.

F. 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.

G. 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 Contractor's employee is of the same or opposite sex as the employee.

H. Discrimination Against Individuals with Disabilities

Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.

I. 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 County.

J. 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 Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the 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 Contractor to penalties, to be determined by the County Manager including, but not limited to the following:

- 1) Termination of this Agreement
- 2) Disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years
- 3) Liquidated damages of \$2,500 per violation; and/or
- 4) Imposition of other appropriate contractual and civil remedies and sanctions, 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.

In compliance with Government Code 11019.9, Civil Code 1798 et. seq., Management Memo 06-12 and Budget Letter 06-34, the Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

14. Compliance with Contractor 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 Section **Error! Reference source not found.**, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records, Right to Monitor and Audit

- A. Contractor shall maintain all required records for seven (7) 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. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- 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.

- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor shall take prompt correction action, including paying amounts resulting from and adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state or local law to determine compliance with conditions, requirements, and restriction applicable to the federal program from which this Agreement is awarded determines compliance has not been achieved.

16. 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.

17. 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.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement including Contractor's change of legal name, main address, or name of Director 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: Dawn Sparks, Director of Employment Services
Address: 400 Harbor Boulevard, Building B
Belmont, CA 94002
Telephone: 650-802-5157
Email: drsparks@smcgov.org

In the case of Contractor, to:

Name/Title: David Fleishman, Executive Director
Address: 330 Twin Dolphin Drive, Suite 119
Redwood Shores, CA 94065
Telephone: 650-517-1400
Facsimile: 650-596-5103
Email: dfleishman@sanmateo4cs.org

19. 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.

20. Conflict of Interest

- A. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.

- B. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

21. Debarment, Suspension, and Other Responsibility Matters

- A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; [45 CFR 92.35]
 - 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section;
 - 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- B. Contractor shall report immediately to HSA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by HSA;
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
- D. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

22. Contractor's Staff

- A. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

- B. This staff shall be available to the State and HSA for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance of scheduled meetings.

23. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Commencement of Work

Should the Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. The County has no legal obligation unless and until the contract is approved.

25. Records

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the County. All records pertaining to this Agreement must be made available for inspection and audit by the County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by the County; (b) for a longer period, if any, as is required by the applicable statute, by any other clause of this Agreement or by B and C below or (c) for a longer period as the County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in A. above. The Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of this Agreement, and are returned to the County or transferred to another Contractor as instructed by the County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, the expenditures will be questioned in the audit and may be disallowed by the County during the audit resolution process.

- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

26. Access

The Contractor shall provide access to the federal, State or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, State, or County representative to any books, documents, papers, records, and electronic files of the Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

27. Monitoring and Evaluation

- A. Authorized State and County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. Audit

- A. Contractors shall arrange for an audit to be performed pursuant to such amounts as specified by Public Law as referenced in this section. Such requirements are set by the Single Audit Act of 1984 (Public Law 98-502); the Single Audit Act Amendments of 1996 (Public Law 104-156); and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Name/Title: Dawn Sparks, Director of Employment Services
Address: 400 Harbor Boulevard, Building B
Belmont, CA 94002
Telephone: 650-802-5157
Email: drsparks@smcgov.org

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the County.

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summaries for this Agreement are included in Exhibits B and B1.
- C. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor who has expended amounts requiring an audit during the Contractor's fiscal year has met the audit requirements of 2 CFR Part 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to the County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the County must be accomplished through the performing alternative procedures (e.g., risk assessments [2 CFR 200.331]; documented review of financial statements; and documented expense verification, including match; etc);

4. When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
 - b. Records that identify adequately the source and application of funds for each federally funded activity;
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
 - d. Comparison of expenditures with budget amounts for each federal award;
 - e. Written procedures to implement the requirements of 2 CFR 200.305;
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles.
[2 CFR 200.302]
 5. The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents and;
 6. Determining whether the results of the reconciliations performed necessitate adjustment of the subcontractor's own records.
- D. The County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; [2 CFR 200.512]
 2. Property procured – use procurement standards for auditor selection; [2 CFR 200.509]
 3. Performed in accordance with General Accepted Government Auditing Standards; [CFR 200.514]
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs; [2 CFR 200.515] and
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

- E. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; the County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - 1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. The Contractor shall cooperate with and participate in any further audits which may be required by the County.

29. Dissolution of Entity

The Contractor shall notify the County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

30. Information Integrity and Security

- A. Information Assets
The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; and DOF Budget Letter 06-34.

Information assets include (but are not limited to):
 - Information collected and/or accessed in the administration of the County programs and services; and
 - Information stored in any media form, paper or electronic.
- B. Encryption on Portable Computing Devices
The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable

computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the County without prior written authorization from the County. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirement of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirement of HIPAA.

31. Security Incident Reporting

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to HSA immediately upon detection.

32. Notification of Security Breach to Data Subjects

- A. Notice must be given by the Contractor to County and any data subject whose personal information could have been breached.

- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

33. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

34. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

35. Right in Data

A. Rights in Data

- 1. The Contractor shall not publish or transfer any materials, as defined in the item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of HSA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by HSA. HSA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- 2. As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

36. Transition Plan

- A. The Contractor shall submit a transition plan to HSA within 10 days of delivery of a written Notice of Termination. The transition plan must be approved by the County and shall at a minimum include the following:
1. Description of how clients will be notified about the change in their service provider;
 2. A plan to communicate with other organizations that can assist in locating alternative services;
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
 4. A plan to evaluate clients in order to assure appropriate placement;
 5. A plan to transfer any client records to a new contractor;
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
 7. A plan for adequate staff to provide continued care through the term of the contract;
 8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by HSA. HSA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by the County to the Contractor following the Notice of Termination.

37. Emergency Preparedness

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

38. Program Changes

Contractor agrees to inform the County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by the Contractor certifies that the Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

COUNTY OF SAN MATEO

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

Child Care Coordinating Council

DocuSigned by:
David Fleishman

Contractor's Signature

David Fleishman Executive Director

Contractor's Printed Name and Title

Date: June 3, 2019

**Exhibit A - Services
Child Care Coordinating Council
California Alternative Payment Program (CAPP)**

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

1. Enroll Human Services Agency (HSA) family referrals in the California Alternative Placement Program (CAPP), in accordance with CAPP and State regulations and funding terms and conditions.
2. Train child care providers on attendance forms.
3. Pay eligible providers when complete and accurate attendance records are received by the contractor by the 5th of the calendar month after the month of service, provider payments will be mailed or otherwise delivered no later than the 20th of the month, pursuant to 5 CCR Section 18224 (a) (4).
4. Terminate families from CAPP when their CPS-based need is no longer applicable and determine eligibility to continue receiving services under another contracted program in accordance with applicable regulations and funding terms and conditions.
5. Conduct assessments on children to determine developmental needs and for appropriate placement in child care facility, if permitted by parent/legal guardian.

Pursuant to this agreement, the Human Services Agency (HSA) will perform the following activities:

1. Provide qualified referrals of families for the California Alternative Payment Program (CAPP).
2. Provide monthly updates on a family's status with CPS or CAPP eligibility changes.
3. Provide training and ongoing consultation on current San Mateo County operational practices.

(End of Exhibit A)

**Exhibit B - Payments and Rates
Child Care Coordinating Council
California Alternative Payment Program (CAPP)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule:

A. Method of Payment

1. Contractor shall comply with all CAPP and State regulations, and funding terms and conditions, regarding Child Care Development Programs for the applicable fiscal year. These regulations and any future updates are located at: www.cde.ca.gov. CAPP regulations may be periodically updated.
2. Pursuant to CFR, Title 2, as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in Section 5 of this Agreement, unless carryover of these balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. Contractor will invoice County monthly for reimbursement and disbursements for actual costs incurred, including the allowable 17.5% for actual administrative and support costs related to child care and development services provided, in the performance of this Agreement based on the budget shown in Exhibit B2. These requirements are located in the Funding Terms and Conditions found at:
<https://www.cde.ca.gov/fg/aa/cd/documents/ftc1819.doc>

Invoices must include:

- a. Invoice number
 - b. Date
 - c. Agreement number
 - d. Cost incurred detailed by line item
4. The final invoice must be clearly marked "Final". The final invoice must be submitted within 7 days of the expiration date of this Agreement shown in Section 5 of the Agreement.

5. County shall pay invoices upon receipt and approval, and in accordance with the terms of this Agreement and Federal, State and local laws.
6. Invoices, reports and back up documentation shall be submitted electronically to the Child Care Manager (Istrachan@smcgov.org) and the CFS Manager (mxtom@smcgov.org).

7. Program Cost Estimates

County has estimated the following funding allocations for these services:

B-1

| CAPP FUNDING | ESTIMATED ALLOCATION | ANNUAL COUNTY MOE | TOTAL |
|---------------------|-----------------------------|--------------------------|------------------|
| FY 2019-20 | 923,152 | 76,848 | 1,000,000 |
| FY 2020-21 | 923,152 | 76,848 | 1,000,000 |
| FY 2021-22 | 923,152 | 76,848 | 1,000,000 |
| GRAND TOTAL | 2,769,456 | 230,544 | 3,000,000 |

8. Provider Budget – CAPP

B-2

| Contract | FY19-20 | FY20-21 | FY21-22 |
|--------------------------------|---------------------|---------------------|---------------------|
| SMC CAPP Subcontract | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 |
| Total Operating Revenue | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 |
| Pass through | | | |
| Provider Payments | 825,000.00 | 825,000.00 | 825,000.00 |
| AmeriCorp/Vista Stipends | | | |
| Provider Stipends | | | |
| Total Pass through | 825,000.00 | 825,000.00 | 825,000.00 |
| Labor Related | | | |
| Program Salaries & Wages | | | |
| | 93,418.36 | 96,220.91 | 99,351.68 |
| Benefits | | | |
| | 24,350.94 | 24,603.17 | 24,884.94 |
| Total Labor Related | 117,769.30 | 120,824.08 | 124,236.61 |

| Operating Expense | | | |
|---------------------------------------|---------------------|---------------------|---------------------|
| Office Supplies | 2,000.00 | 1,600.00 | 250.89 |
| Computer Supplies | 375.00 | 150.00 | 50.00 |
| Office Rent/Leases | - | - | - |
| Leasehold Improvements Amor | - | - | - |
| Telephone | - | - | - |
| Postage | 2,000.00 | 2,000.00 | 1,200.00 |
| Other Supplies | 500.00 | 100.00 | 100.00 |
| Copier Usage | 250.00 | 250.00 | 250.00 |
| Printing & Copies | 150.00 | 150.00 | 150.00 |
| Equipment Lease/Software Licenses | 1,000.00 | 900.00 | 900.00 |
| Equipment Repairs | - | - | - |
| Venue Cost & Fees | - | - | - |
| Local Transportation | 250.00 | 100.00 | 100.00 |
| Conferences/Workshop Fees | 1,500.00 | 1,488.42 | 500.00 |
| Travel-Out of Town | 400.00 | 100.00 | 100.00 |
| Meals/ Catering/Meeting Food | 200.00 | 100.00 | 100.00 |
| Audit Fees | - | - | - |
| Payroll Processing Fee | 718.20 | 750.00 | 750.00 |
| Consultants & Professional Svcs | 1,500.00 | 500.00 | 500.00 |
| Banking/Filing Fees | 100.00 | 100.00 | 100.00 |
| Temporary Agencies | - | - | - |
| Advertising/Promotion | - | - | - |
| Job Postings | 75.00 | - | - |
| Incentives/Awards | - | - | - |
| Honoraria | - | - | - |
| Membership & Dues | 650.00 | 650.00 | 650.00 |
| Miscellaneous Expense | 500.00 | 175.00 | - |
| Insurance | - | - | - |
| Depreciation | - | - | - |
| Interest Expense | - | - | - |
| Total Operating Expense | 12,168.20 | 9,113.42 | 5,700.89 |
| Shared Cost | | | |
| Corp Admin Labor & Oper Costs Alloc | 45,062.50 | 45,062.50 | 45,062.50 |
| Total Shared Costs/Allocations | 45,062.50 | 45,062.50 | 45,062.50 |
| Total Cost | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 |

(End of Exhibit B)

**Exhibit C - Performance and Financial
Monitoring & Reporting Requirements
Child Care Coordinating Council
California Alternative Payment Program (CAPP)**

Pursuant to all terms and conditions of the Agreement and services described in Exhibit A, Contractor will provide the following reporting and monitoring information:

1. Contractor will submit monthly a provider statement to the County attached with the invoice that includes all payments made on behalf of each child enrolled.
1. Contractor will submit monthly Financial Cost Reports. These reports shall include form CDFS 9500, copies of invoices generated by the 4C's, total parent fees and must specify the administrative cost amount being claimed.
2. Contractor will submit a FINAL Monthly Program and fiscal report within 90 days of the end of each fiscal year.
3. Contractor will submit an Annual Federal Single Audit report to the County as prescribed in the CFR, Title 2 as applicable, Audited Annual Financial Statements to the County as prescribed in the CFR, Title 2 as applicable, or Annual Unaudited Financial Statements to the County if one of the above Financial Reports are not applicable.
4. Board Level Performance Measures:
Contractor understands and agrees that the services under this agreement will be evaluated by County for long-term impact based on the following performance measures:

| Outcome | FY19-20 | FY20-21 | FY21-22 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|
| Percent of referrals assigned to a child care provider within five (5) working days from receipt of child care referral. | 94% | 94% | 94% |
| Percent of CPS cases verified as active prior to end date to prevent any lapse in child care service provision allowing the child to remain in a stable placement. | 100% | 100% | 100% |

5. Contractor will submit aggregate quarterly and annual reports by the following dates:
 - a. Quarterly reports
Q1-July 15 | Q2-October 15 | Q3-January 15 | Q4-April 15
 - b. Year-end reports and year-end financial reports are to be submitted by July 31st

(End of Exhibit C)

Exhibit E

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, to the Human Services Agency Contract Manager at (650) 802-5185 during normal business hours, and the County hotline at (650) 595-7922. 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.