



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: July 19, 2011
BOARD MEETING DATE: August 9, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency
SUBJECT: Agreements with Child Care Coordinating Council and Professional Association for Childhood Education

RECOMMENDATION:

Adopt a Resolution:

- A) Waiving the Request for Proposal (RFP) process and authorizing the President of the Board to execute the Agreements with (1) Child Care Coordinating Council (4Cs) in the amount of \$945,030 and (2) Professional Association for Childhood Education in the amount of \$405,013 for the term of July 1, 2011 to June 30, 2014 to provide Stage 2 child care and child development services, of which there is no Net County Cost; and
- B) Authorizing the Director of the Human Services Agency (HSA) or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

Since 1997, the Human Service Agency (HSA), 4Cs and PACE have been acting as partners in the child care delivery system. HSA, 4Cs and PACE are the only agencies authorized by the State to provide Stage 1, Stage 2, and Stage 3 CalWORKs child care services in the County.

HSA provides Stage 1 child care to clients who are participating in the CalWORKs program and are receiving cash aid. HSA subcontracts with 4Cs and PACE to provide Stage 2 child care for eligible families in the County. Stage 2 child care is provided to clients who are employed, and whose income is below the 85% State Median Income (SMI) cap. The California Department of Education (CDE) funds Stage 2 child care services. If the client has received the maximum allowable 24 months of service in

Stage 2 and remains income eligible, they move into Stage 3 child care.

DISCUSSION:

These Agreements will allow the Contractors to provide funding for Stage 2 child care and development services. It is in the best interest of the County to waive the RFP process as 4Cs and PACE are the only agencies authorized by the State to provide Stage 2 child care services and should be considered sole-source providers.

Due to the State delayed announcement of the funding amount, these Agreements are being processed late.

The Contractors have assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has reviewed and approved these Agreements and the Resolution as to form and Risk Management has approved the Contractors' insurance.

Approval of these Agreements contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing funding for quality child care for low-income families. It is anticipated that in FY 2011-12, 350 children will be transferred from Stage 1 to Stage 2 child care, and a combined total of up to 1,600 children will receive services from 4Cs and PACE. The number of children receiving services will gradually increase in FY 2012-13, and FY 2013-14.

Performance Measure(s):

Measure	FY 2011-12 Target	FY 2012-13 Target	FY 2013-14 Target
Number of new children transferred from Stage 1 to Stage 2 child care	350	400	450
Children served by 4Cs/PACE	1600	1650	1700

FISCAL IMPACT:

The term of both Agreements is July 1, 2011 through June 30, 2014. The total CDE Allocation for FY 2011-12 is \$1,350,043. Of this amount, \$945,030 will be allocated to 4Cs and \$405,013 will be allocated to PACE. Both Agreements are fully funded through CDE Funds and are included in the FY 2011-12 tentatively Adopted Budget. There is no Net County Cost.

Funding for FY 2012-13 through 2013-14 will be added in the form of amendments as funding is allocated by the Californian Department of Education (CDE).

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION A) WAIVING THE REQUEST FOR PROPOSAL (RFP) PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE AGREEMENTS WITH (1) CHILD CARE COORDINATING COUNCIL (4CS) IN THE AMOUNT OF \$945,030 AND (2) PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION IN THE AMOUNT OF \$405,013 FOR THE TERM OF JULY 1, 2011 TO JUNE 30, 2014 TO PROVIDE STAGE 2 CHILD CARE AND CHILD DEVELOPMENT SERVICES, OF WHICH THERE IS NO NET COUNTY COST; AND (B) AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY (HSA) OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, since 1997, the Human Service Agency (HSA), 4Cs and PACE have been acting as partners in the child care delivery system as HSA, 4Cs and PACE are the only agencies authorized by the State to provide Stage 1, Stage 2, and Stage 3 CalWORKs child care services in the County; and

WHEREAS, HSA provides Stage 1 child care to clients who are participating in the CalWORKs program and are receiving cash aid, and HSA subcontracts with 4Cs and PACE to provide Stage 2 child care for eligible families in the County; and

WHEREAS, Stage 2 child care is provided to clients who are employed, and whose income is below the 85% State Median Income (SMI) cap, and the California

Department of Education (CDE) funds Stage 2 child care services; and

WHEREAS, it is in the best interest of the County to waive the RFP process as 4Cs and PACE are the only agencies authorized by the State to provide Stage 2 child care services and should be considered sole-source providers; and

WHEREAS, the Human Services Agency wishes to enter into the Agreements with 4Cs in the amount of \$945,030 and PACE in the amount of \$405,013 for the term of July 1, 2011 to June 30, 2014 for the purpose of allocating funds from CDE; and

WHEREAS, the Board of Supervisors is being asked to authorize the Director of Human Services Agency or the Director's Designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions, so that there is no delay in services; and

WHEREAS, this Board has been presented with a form of such Agreements to and has examined and approved it as to both form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

A) The Request for Proposal (RFP) Process is waived and the President of this Board of Supervisors is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the

President's signature thereto; and

B) The Director of Human Services Agency or the Director's Designee is hereby authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**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 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 included hereto and incorporated by reference herein:

- Exhibit A - Program Description
- Exhibit B - Payments and Rates
- Exhibit C - Performance Guidelines
- Exhibit D – Scope of Service
- Attachment F - Child Abuse Reporting
- Attachment H – Fingerprinting Certification
- Attachment I - §504 Compliance
- Attachment J – Contractor Declaration Form

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”, Exhibit “C”, and Exhibit “D”.

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." 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 **NINE HUNDRED FORTY FIVE THOUSAND THIRTY DOLLARS, \$945,030**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2014.

This Agreement may be terminated by Contractor, 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 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.

5. Availability of Funds

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.

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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with 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.

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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-

insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not 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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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. Further, Contractor certifies that the 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *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

- 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;
- 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 paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the 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 the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 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, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Lorna Stratchan
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650-802-5193

In the case of Contractor, to:

Sarah J. Kinahan
2121 South El Camino Real, Suite A-100
San Mateo, CA 94403
650-655-6770

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

President, Board of Supervisors

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Child Care Coordinating Council

Contractor's Signature

Date:_____

**PROGRAM DESCRIPTION
Child Care Coordinating Council
For the period of July 1, 2011 through June 30, 2014**

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 wherever possible. Examples include the Peninsula Partnership for Children, Youth, and Families, the School Readiness Initiative, Healthy Children Initiative, Prenatal to 3, Fatherhood Collaborative, Preschool for All, and Children's Collaborative Action Team.

**FISCAL PROVISION AND PAYMENT SCHEDULE
Child Care Coordinating Council (4Cs)
July 1, 2011 through June 30, 2014**

In consideration of the services provided by Contractor in Exhibits “C” and “D”, 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 percentages for any Stage 2 funds received from CDE. For FY 2011-12 this amount is 70% of the total funds received by HSA from CDE. 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.

Fiscal Provisions

Allocations	FY 2011-12	FY 2012-13	FY 2013-14
4Cs Allocation	\$945,030*	To Be Determined*	To Be Determined*
CDE Allocation to HSA	\$1,350,043*	To Be Determined*	To Be Determined*

** Amounts for FY 2012-13, and 2013-14 will be determined by the amount allotted to the County of San Mateo from CDE for future Fiscal Years.*

Payment Schedule

Upon execution of this Agreement, the County shall pay Contractor one lump sum of \$472,515, or 50% of the Contractor’s total allocation for the FY 2011-12, as advance payment toward allowable invoiced costs for services described in Exhibit B and 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 \$472,515 will be paid to the contractor as described below after the \$472,515 advance payment has been liquidated, for allowable costs invoiced for services as described in Exhibit B.

The Contractor shall provide monthly reporting as described in Exhibit C and provide services as described in Exhibit C and D to fully expend the contract amount allocated by HSA for each Fiscal Year of the contract. In no event shall services exceed \$945,030 for FY 2011-12. The total Agreement obligation for FY 2011-12 is \$945,030.

**PERFORMANCE GUIDELINES
Child Care Coordinating Council
July 1, 2011 through June 30, 2012**

- 1) The Contractor, and the Professional Association for Childhood Education (PACE) 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 B 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 Tri-Agency collaborative by Contractor.
- 4) Once entered in the database, cases will be distributed proportionately between the Contractor and PACE 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) The HSA will notify the contractor of any family on the transfer list that has re-applied for cash aid.
- 10) Staff of the Contractor, PACE, and the 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) 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 4Cs 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.

SCOPE OF SERVICE
Child Care Coordinating Council (4Cs)
July 1, 2011 through June 30, 2014

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

Description of Services

The Contractor shall provide county-wide services to child care providers and families of diverse social economic and cultural backgrounds as follows:

- 1) Provide child care and development services to CalWORKs Stage 2 eligible families in accordance with the Funding Terms and Conditions and Program Requirements for Child Development Programs as set forth by the California Department of Education Child Development Division each fiscal year for CalWORKs Stage 2 C2AP (Califoration “Stage 2” Alternative Payment program) contracts.
- 2) Be required to adhere to all applicable laws, regulations and guidelines governing the administration of Stage 2 funding including, but not limited to, Code of Federal Regulations 45; the Child Care and Development Block Grant Act of 1990; the Personal Responsibility and Work Opportunity Reconciliation Act of 1996; the Omnibus Budget Reconciliation Act of 1990, Public Law 101-508; Child Abuse Prevention and Treatment Act, Public Law 102-586; Improper Payments Information Act of 2002; California Education Code; California Health and Safety Code; California Code of Regulations Titles 5 & 22; CDE CDD Best Practice and Monitoring Guidelines and the terms of this contract.
- 3) Implement best practices identified pursuant to subdivision (c), Education Code Section 8385 (f) which states “in developing its recommendations, the department shall place priority on prevention of fraud and overpayments, and shall consider existing best practices for doing so”.
- 4) Will administer child care subsidy payments to an estimated 733 families per year with children ranging in age from 0 – 13, up to the maximum amount allocated each year pursuant to this contract, depending on State budget constraints, 4Cs allowable administrative costs, State reimbursement rate ceilings, the State Median Income scale and local economic conditions.

Stage 2 Enrollments:

The Contractor will enroll Stage 2 eligible families in collaboration with the Human Services Agency, San Mateo County in the following ways:

- 1) Through a seamless transfer process for parents terminated from cash aid within 24 months who are already receiving subsidized child care services under Stage 1.
- 2) Through a seamless transfer process for parents terminated from cash aid within 24 months who are already receiving subsidized child care services from another Alternative Payment Program or County Agency under Stage 2 elsewhere in the State of California.
- 3) Through a referral process for parents terminated from cash aid within 24 months who are receiving subsidized child care services under Stage 1 but are using a provider that is not deemed an eligible provider under CDE guidelines and rules for Alternative Payment Programs.
- 4) Through a referral process for parents terminated from cash aid with 24 months who are requesting subsidized child care services from Human Services Agency, San Mateo County, the Child Care Coordinating Council, the San Mateo County Centralized Eligibility List administered by Child Care Coordinating Council or from any other County Agency or Alternative Payment Program in the State of California.

Seamless Transfers:

Under the auspices of this agreement, interagency transfers from Stage 1 or Stage 2 will be administered seamlessly (without a break in services) when all of the following conditions are present:

- 1) The Human Services Agency, or other transferring agency supplies all data elements required for a seamless transfer under the auspices of C2AP Stage 2 Funding Terms and Conditions.
- 2) The Human Services Agency or other transferring agency supplies a copy of documentary evidence of the parent's cash aid discontinuance date acceptable to CDE.
- 3) The Human Services Agency or other transferring agency supplies copies of a completed IRS form W-9 "Request for Taxpayer Identification Number" and licensing status information of the provider.
- 4) The requested provider is deemed an eligible provider in accordance with CDE guidelines and rules including, but not limited to, rules related to minimum wage and trustline clearance status

for license exempt individual providers.

- 5) The effective date of the transfer does not precede the date of receipt of the transfer documentation by the receiving agency.

Additional Services:

In addition to the services outlined above, the Contractor will provide the following additional services in its role as the Resource and Referral Agency for San Mateo County:

- 1) Resource and Referral Services to over 14,000 families and 1,000 child care providers annually.
- 2) Administration of the Centralized Eligibility List for 32 agencies in San Mateo County maintaining over 5,000 records of children in need of child care.
- 3) Trustline Application Data Collection and Oversight for all San Mateo County Alternative Payment Programs.
- 4) Administration of Interagency Transfer Database and Data Collection.
- 5) Research contributor to the Child Care Portfolio; Indicators for a Sustainable San Mateo County, Children in Our Community; A Report on their Health and Well-Being, Child Care and Transit: Making the Link in California, and the Child Care Partnership Council's Need's Assessment.

Tri Agency Collaboration:

The Contractor will work collaboratively with the Professional Association for Childhood Education and the Human Services Agency to ensure maximum interagency communication, transparency and cooperation in developing program policy alignment, customer service, fraud prevention and smooth transfer/referral operations during the life of this contract.

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.

Attachment H

FINGERPRINTING CERTIFICATION FORM

Agreement with Child Care Coordinating Council

For Stage 2 child care services

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

Title

Signature

Date

ATTACHMENT I

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

The undersigned (hereinafter called the "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 - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

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

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Child Care Coordinating Council	Phone:	650-655-6770
Contact Person:	Christie Rasta	Fax:	650-655-6776
Address:	2121 South El Camino Real, Suite A-100 San Mateo, CA 94403		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

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.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Professional Association for Childhood Education**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Professional Association Childhood Education, 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 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 included hereto and incorporated by reference herein:

- Exhibit A - Program Description
- Exhibit B - Payments and Rates
- Exhibit C - Performance Guidelines
- Exhibit D – Scope of Service
- Attachment F - Child Abuse Reporting
- Attachment I - §504 Compliance
- Attachment J – Contractor Declaration Form

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", Exhibit "C", and Exhibit "D".

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." 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 **FOUR HUNDRED FIVE THOUSAND THIRTEEN DOLLARS, \$405,013.**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2014.

This Agreement may be terminated by Contractor, 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 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.

5. Availability of Funds

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.

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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with 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.

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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply

with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not 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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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. Further, Contractor certifies that the 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *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
 - 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;
- 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 paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the 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 the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 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, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Lorna Stratchan
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650-802-5193

In the case of Contractor, to:

Giuliana Halasz
300 Montgomery Street, Suite 200
San Francisco, CA 94104

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Professional Association for Childhood Education

Contractor's Signature

Date: _____

PROGRAM DESCRIPTION

Professional Association for Childhood Education

July 1, 2011 through June 30, 2014

Agency Experience: PACE has 32 years of experience administering and managing subsidized child care programs that have significant impact upon the well-being of families and child care providers. Through PACE, child care subsidies are administered on behalf of more than 5000 families in 25 counties across California. PACE currently implements a \$35 million contract from the California Department of Education to implement child care subsidies. PACE policies and procedures for subsidized programs follow the guidelines set forth by the California Department of Education: Child Development Division and Title V Regulations for Alternative Payment Programs.

PACEAPP has successfully passed 10 consecutive Contract Management Review (CMR) audits, as well as the new Alternative Payment Monitoring Unit (APMU) audit with commendation.

PACE staff hold office on several statewide and regional decision-making bodies to include, but not limited to, Child Development Policy Institute (CDPI) Board of Directors, California Alternative Payment Program Association (CAPP) Board of Directors, and Policy Analysis for California Education Legislative Committee. Additionally, PACE staff hold appointed seats on seven Local Child Care Planning Councils, and participates in six county CalWORKs collaborative bodies. Additionally, PACE staff have experience as child care facility owners/operators, early childhood education instructors, early childhood curriculum designers, and special needs trainers. PACE staff are multicultural, multilingual, and have a breadth of experience serving economically, ethnically, and geographically diverse families, and populations that have been traditionally under-served and underrepresented. We are dedicated to serving families and child care providers in a culturally competent and appropriate manner. PACE actively recruits staff from diverse backgrounds and seek staff that are prepared to serve clients with cultural sensitivity. PACE takes great stride to insure that systems and procedures for providing quality services to families and child care providers are in place and operational.

Staff are competent in a broad range of languages including, but not limited to, Spanish, Chinese (Mandarin/Cantonese), Japanese, Tagalog, Vietnamese, and various other API dialects. PACE media materials are available in English, Spanish, Tagalog, and Vietnamese. Every attempt is made to make materials available in other languages when requested.

PACE contracts with more than 3000 child care providers and operates six regional offices throughout Central and Northern California. We utilize our own custom software as well as a unique case management style. While most agencies are broken down by enrollment staff, provider staff and payment staff, our agency found it most beneficial and efficient for the case manager to be involved with all aspects of serving a family. Our A-Z Case Management model gives the parent and provider a singular point person and allows the case manager to be familiar with all aspects regarding the case. We have found that error rate percentages can be reduced when one person manages a case, as opposed to multiple staff. Additionally, our case managers are active participants in the community, engage in outreach events, and provide workshops and presentations on child development to both parents and child care providers.

Case Management: The PACE case management model consists of streamlined services; case managers provide assistance to families, contract with child care providers, and process provider reimbursement. Working with families, providers, and processing provider reimbursement allows case managers to thoroughly meet each client's subsidized child care needs. In addition to case management duties, our case managers are active participants in community-based meetings, provide workshops, and offer presentations to families and providers. Our case management model emphasizes education, advocacy, and mentorship as case managers assist families towards self-sufficiency.

EXHIBIT B

**FISCAL PROVISION AND PAYMENT SCHEDULE
Professional Association for Childhood Education (PACE)
July 1, 2011 through June 30, 2014**

In consideration of the services provided by Contractor in Exhibits “C” and “D”, 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 percentages for any Stage 2 funds received from CDE. For FY 2011-2012 this amount is 30% of the total funds received by HSA from CDE. 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.

Fiscal Provisions

Allocations	FY 2011-12	FY 2012-13	FY 2013-14
PACE Allocation	\$405,013*	To Be Determined*	To Be Determined*
CDE Allocation to HSA	\$1,350,043*	To Be Determined*	To Be Determined*

** Amounts for FY 2012-13, 2013-14 will be determined by the amount allotted to the County of San Mateo from CDE for future Fiscal Years.*

Payment Schedule

Upon execution of this Agreement, the County shall pay Contractor one lump sum of \$202,506, or 50% of the Contractor’s total allocation for the FY 2011-12, as advance payment toward allowable invoiced costs for services described in Exhibit B and 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 \$202,507 will be paid to the contractor as described below after the \$202,506 advance payment has been liquidated, for allowable costs invoiced for services as described in Exhibit B.

The Contractor shall provide monthly reporting as described in Exhibit C and provide services as described in Exhibit C and D to fully expend the contract amount allocated by HSA for each Fiscal Year of the contract. In no event shall services exceed \$405,013 for FY 2011-12. The total Agreement obligation for FY 2011-12 is \$405,013.

PERFORMANCE GUIDELINES
Professional Association of Childhood Education
July 1, 2011 through June 30, 2014

- 1) The Contractor, and Child Care Coordinating Council (4Cs) 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 B 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 Tri-Agency collaborative by Contractor.
- 4) Once entered in the database, cases will be distributed proportionately between the Contractor and 4Cs 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) The HSA will notify the contractor of any family on the transfer list that has re-applied for cash aid.
- 10) Staff of the Contractor, 4Cs, and the 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) Invoice the County and will submit the CDE Fiscal Report form CDFS-9500 (Attachment A) 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 4Cs 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.

SCOPE OF SERVICE
Professional Association for Childhood Education (PACE)
July 1, 2011 through June 30, 2014

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

Description of Services

The Contractor shall provide county-wide services to child care providers and families of diverse social economic and cultural backgrounds as follows:

- 1) Provide child care and development services to CalWORKs Stage 2 eligible families in accordance with the Funding Terms and Conditions and Program Requirements for Child Development Programs as set forth by the California Department of Education Child Development Division each fiscal year for CalWORKs Stage 2 C2AP (Califoration “Stage 2” Alternative Payment program) contracts.
- 2) Be required to adhere to all applicable laws, regulations and guidelines governing the administration of Stage 2 funding including, but not limited to, Code of Federal Regulations 45; the Child Care and Development Block Grant Act of 1990; the Personal Responsibility and Work Opportunity Reconciliation Act of 1996; the Omnibus Budget Reconciliation Act of 1990, Public Law 101-508; Child Abuse Prevention and Treatment Act, Public Law 102-586; Improper Payments Information Act of 2002; California Education Code; California Health and Safety Code; California Code of Regulations Titles 5 & 22; CDE CDD Best Practice and Monitoring Guidelines and the terms of this contract.
- 3) Implement best practices identified pursuant to subdivision (c), Education Code Section 8385 (f) which states “in developing its recommendations, the department shall place priority on prevention of fraud and overpayments, and shall consider existing best practices for doing so”.
- 4) Will administer child care subsidy payments to an estimated 314 families per year with children ranging in age from 0 – 13, up to the maximum amount allocated each

year pursuant to this contract, depending on State budget constraints, PACE allowable administrative costs, State reimbursement rate ceilings, the State Median Income scale and local economic conditions.

Stage 2 Enrollments:

The Contractor will enroll Stage 2 eligible families in collaboration with the Human Services Agency (HSA), San Mateo County in the following ways:

- a) Through a seamless transfer process for parents terminated from cash aid within 24 months who are already receiving subsidized child care services under Stage 1.
- b) Through a seamless transfer process for parents terminated from cash aid within 24 months who are already receiving subsidized child care services from another Alternative Payment Program or County Agency under Stage 2 elsewhere in the State of California.
- c) Through a referral process for parents terminated from cash aid within 24 months who are receiving subsidized child care services under Stage 1 but are using a provider that is not deemed an eligible provider under CDE guidelines and rules for Alternative Payment Programs.
- d) Through a referral process for parents terminated from cash aid with 24 months who are requesting subsidized child care services from HSA, PACE, the San Mateo County Centralized Eligibility List administered by the Child Care Coordinating Council, or from any other County Agency or Alternative Payment Program in the State of California.

Seamless Transfers:

Under the auspices of this agreement, interagency transfers from Stage 1 or Stage 2 will be administered seamlessly (without a break in services) when all of the following conditions are present:

- a) The Human Services Agency, or other transferring agency supplies all data elements required for a seamless transfer under the auspices of C2AP Stage 2 Funding Terms and Conditions.

- b) The Human Services Agency or other transferring agency supplies a copy of documentary evidence of the parent's cash aid discontinuance date acceptable to CDE.
- c) The Human Services Agency or other transferring agency supplies copies of a completed IRS form W-9 "Request for Taxpayer Identification Number" and licensing status information of the provider.
- d) The requested provider is deemed an eligible provider in accordance with CDE guidelines and rules including, but not limited to, rules related to minimum wage and trustline clearance status for license exempt individual providers.
- e) The effective date of the transfer does not precede the date of receipt of the transfer documentation by the receiving agency.

Tri Agency Collaboration:

The Professional Association for Childhood Education, and the Child Care Coordinating Council will work collaboratively with the Human Services Agency to ensure maximum interagency communication, transparency and cooperation in developing program policy alignment, customer service, fraud prevention and smooth transfer/referral operations during the life of this contract.

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

The undersigned (hereinafter called the "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 - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

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

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Professional Association of Childhood Development (PACE)	Phone:	(415) 749-6850
Contact Person:	Alexandra Montgomery	Fax:	
Address:	300 Montgomery St, Suite 200 San Francisco, CA 94104		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title