

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of September 9, 2020 for reference purposes only, by and between CHILD CARE ALLIANCE OF LOS ANGELES, a California nonprofit corporation (“Organization”), whose address is 815 Colorado Blvd., Suite C, Los Angeles, California 90041, and the CITY OF LONG BEACH (“City”), a municipal corporation.

WHEREAS, the City has received a grant of funds from the U.S. Treasury (“Federal Government”) authorized by the Coronavirus Aid Relief and Economic Security Act (the “CARES Act” or the “Program”) which addresses the immediate needs of communities negatively impacted by the COVID-19 pandemic; and

WHEREAS, Organization provides one or more of the following: essential and emergency supplies; supportive services; or temporary assistance to organizations helping people affected by the 2020 COVID-19 pandemic; and

WHEREAS, as part of the CARES Act funding, the City is required to enter into Agreements with organizations that provide emergency supplies and supportive services to communities affected by the Coronavirus and the City has selected Organization as a sub-recipient of grant funds; and

WHEREAS, the County of Los Angeles has entered into an agreement with Organization for similar services (the “County Contract”) where the Organization will subcontract with Children’s Home Society; and

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City now desires to enter into an agreement with Organization under the same terms and conditions as the County Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1 1. The County Contract with Organization, attached hereto as Exhibit
2 "A", is incorporated by this reference as if fully set forth, and the same terms and conditions
3 contained in the County Contract shall be applicable here except as follows:

4 A. Wherever the County Contract refers to Los Angeles County, it
5 shall be deemed to refer to the City of Long Beach;

6 B. Organization shall provide and deliver to the City substantially
7 the same type and kind of services provided under the County Contract, in a total
8 amount not to exceed Two Hundred Thousand Dollars (\$200,000). To the extent
9 that the County Contract and this Agreement are inconsistent, the following priority
10 shall govern: (1) this Agreement and (2) the County Contract.

11 C. Funding has been authorized for eligible expenditures related
12 to the Project incurred between March 1, 2020 and December 30, 2020. The
13 performance period for this grant is March 1, 2020 to December 30, 2020. All
14 expenditures must be incurred, and all services must be provided within the
15 performance period. The City will not be obligated to reimburse expenses incurred
16 after the performance period, and Organization will be obligated to repay the City
17 for any funds received but not expended within the performance period. When
18 required to do so in writing, the Organization shall repay the City for any amounts
19 disbursed that the City determines were not used for authorized purposes, or were
20 used in violation of Federal, State, or City statutes, regulations or guidelines. The
21 City may also withhold such amounts from any allowable reimbursement request of
22 the Organization. The City shall have the right to extend this agreement to no later
23 than May 30, 2021, at the discretion of the City Manager.

24 D. Payment shall be made by the City according to the schedule
25 provided in Exhibit "A."

26 E. Any and all unspent funds shall be accounted for and promptly
27 returned to the City of Long Beach.

28 2. Neither this Agreement nor any money that becomes due to

1 Organization under this Agreement may be assigned by Organization without the prior
2 written consent of the City Manager or his designee.

3 3. Any notice given under this Agreement shall be in writing and
4 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
5 delivered or mailed to Organization at the relevant address first stated above, and to the
6 City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
7 Notice shall be deemed given three days after deposit in the mail.

8 4. The terms appearing on the County Contract are incorporated in this
9 Agreement.

10 5. Organization shall comply with all requirements of the CARES Act,
11 including the requirements contained in 2 CFR Part 200, and any guidance or regulations
12 subsequently issued by the Federal Government.

13 6. This Agreement and all documents which are incorporated by
14 reference in this Agreement constitute the entire understanding between the parties and
15 supersede all other agreements, oral or written, with respect to the subject matter of this
16 Agreement.

17 IN WITNESS WHEREOF, the parties have caused this document to be duly
18 executed with all formalities required by law as of the date first stated above.

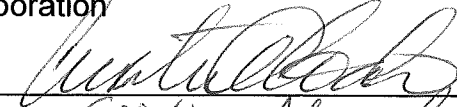
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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CHILD CARE ALLIANCE OF LOS ANGELES, a California nonprofit corporation

Nov. 5, 2020

By 
Name Cristina Alvarez
Title Executive Director

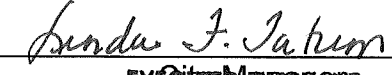
_____, 2020

By _____
Name _____
Title _____

"Organization"

CITY OF LONG BEACH, a municipal corporation

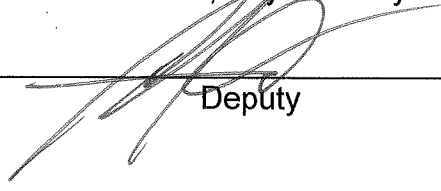
November 19, 2020

By 
CITY MANAGER
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Agreement is approved as to form on Nov. 12, 2020.

CHARLES PARKIN, City Attorney

By 
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

EXHIBIT "A"

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SUBRECIPIENT AGREEMENT

BETWEEN

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

AND

CHILD CARE ALLIANCE OF LOS ANGELES

FOR

**CHILDCARE VOUCHER SERVICES FOR LOW-INCOME FAMILIES AND
ESSENTIAL WORKERS IMPACTED BY THE COVID-19 PANDEMIC**

**SUBRECIPIENT AGREEMENT FOR THE CORONAVIRUS AID, RELIEF, AND
ECONOMIC SECURITY ACT CORONAVIRUS RELIEF FUND FOR
LOS ANGELES COVID-19 CHILD CARE VOUCHER SERVICES FOR LOW-INCOME
FAMILIES AND ESSENTIAL WORKERS IMPACTED BY THE COVID-19 PANDEMIC**

THIS SUB-RECIPIENT AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, through its Department of Public Health, hereinafter referred to as "County" or "DPH", and Child Care Alliance of Los Angeles ("Subrecipient"), with County and Subrecipient individually referred to as "Party," or collectively as "Parties."

WHEREAS, on March 4, 2020, the Chair of the Board of Supervisors ("Board") proclaimed, pursuant to Chapter 2.68 of the Los Angeles County Code, and the Board ratified that same day, the existence of a local emergency because the County is affected by a public calamity due to conditions of disaster or extreme peril to the safety of persons and property arising as a result of the introduction of the novel coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, also on March 4, 2020, the County's Health Officer determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County, and concurrently declared a Local Health Emergency;

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was passed by Congress and signed into law by the President of the United States on March 27, 2020;

WHEREAS, the CARES Act established the Coronavirus Relief Fund ("CRF") and the County received an allocation of CARES Act CRF under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act;

WHEREAS, the County has received a direct payment from the CARES Act CRF which may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 pandemic;
2. Were not accounted for in the budget most recently approved as of March 27, 2020, for the County; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the U.S. Treasury ("Treasury") has issued guidance, including frequently asked questions that provide additional instructions and apply equally to the County and any other subrecipients of the CARES Act CRF;

WHEREAS, on August 4, 2020, the County's Board authorized an allocation of up to \$15 million to DPH for child care voucher services for low-income families and essential workers impacted by the COVID-19 pandemic; and

WHEREAS, the County seeks to enter into this Agreement with the Subrecipient to reflect the County's allocation of CARES Act CRF to the child care voucher services program for low-income families and essential workers impacted by the COVID-19 pandemic, subject to all the conditions and restrictions required by the CARES Act.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement will commence upon the date of execution for the period September 1, 2020 until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than May 30, 2021, unless extended further by the County.

2. **USE OF CARES ACT FUNDS.**

Subrecipient shall receive a portion of the County's allocation of the CARES Act CRF up to \$15 million ("Program Funds") to provide child care vouchers to low-income families and essential workers directly impacted by the COVID-19 pandemic during the period that begins on March 1, 2020, and ends on December 30, 2020 ("Covered Period"). County will provide Subrecipient an advance of \$5 million in Program Funds within one week of the full execution of this Subrecipient Agreement. Sub-recipient shall advance start-up funds to Lower-Tiered Recipients to ensure continuity of service to families in immediate need of child care.

County may approve other advances requested by Subrecipient at its sole discretion. Additional advances may be issued by County upon request of further advance by Subrecipient. No amendment is required for additional advances.

Subrecipient agrees to separate the Program Funds provided under this Agreement in a separate interest-bearing financial account in accordance with the CARES Act and as instructed by the County. Separate financial records which support compliance shall be kept for the CARES Act CRF in accordance with the Treasury guidelines and instructions on records retention, and any other applicable laws or regulations. Interest earned on the Program Funds must be used in accordance with the CARES Act. The child care voucher application process and issuance will be further described in Exhibit B, Statement of Work, attached hereto and incorporated by reference.

- a. Upon execution of this Agreement, Subrecipient will provide child care voucher services to low-income families and essential workers impacted by the COVID-19 pandemic according to the Statement of Work attached hereto as Exhibit B.
 - i. Subrecipient will comply with the terms and conditions set forth in Exhibit A, standard terms and conditions.
- b. Subrecipient will keep and maintain all records and documents associated with the application for and issuance of childcare vouchers to low-income families and essential workers impacted by the COVID-19 pandemic in order to support the requirements of the CARES Act to meet auditing standards of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (2 C.F.R. 200), also known as the "Super Circular" or "Uniform Guidance", Subpart F – Audit Requirements.
 - i. Subrecipient shall be required to return Program Funds to the County if the County determines, in its sole discretion, any or all of the following occurs: (1) the Subrecipient is unable to expend the Program Funds within the applicable time deadlines provided herein; or (2) the Subrecipient has expended Program Funds not in accordance with the Agreement, the CARES Act, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.
 - ii. The Subrecipient agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Agreement, less any administration costs, which are not to exceed 10 percent (10%) of Program Funds. Such administrative costs shall be in conformance with applicable CARES Act CRF guidelines and the related provisions of the Federal Uniform Guidance such as 2 C.F.R. § 200.414, eligible indirect costs.
 - iii. Subrecipient will comply with the terms and conditions set forth in Exhibit A, standard terms and conditions.
- c. Program Funds provided to the Subrecipient are to be used solely to provide child care voucher services to low-income families and essential workers directly impacted by, and in response to, the COVID-19 pandemic according to Exhibits A and B and in accordance with the CARES Act, current and subsequent Treasury guidelines and instructions, and other applicable laws and regulations. Interest earned on the Program Funds must be used in accordance with the CARES Act and this Agreement. Unused vouchers as of December 30, 2020 will have no value and cannot be reimbursed using CARES Act funds.
- d. Subrecipient agrees to separate the Program Funds provided under this Agreement in a separate interest-bearing financial account in accordance with the CARES Act or as instructed by the County. Separate financial records which support

compliance shall be kept for the CARES Act CRF in accordance with the Treasury guidelines and instructions on records retention, and any other applicable laws or regulations. Interest earned on the Program Funds must be used in accordance with the CARES Act and the CRF.

- e. Expenditures made by the Subrecipient in the operation of this Agreement shall be in strict compliance and conformity with the CARES Act, and the Treasury's guidance and any other instructions from the Treasury or as required by law. Based upon the Treasury's guidance and any other instructions from the Treasury or as required by law, expenditures incurred must be for activities responding to the public health emergency, addressing medical and public health needs, as well as for expenditures incurred in responding to second-order effects of the emergency.

3. STATUTES AND REGULATIONS APPLICABLE TO CARES ACT CRF. Subrecipient must comply with all applicable requirements of State, Federal, and County laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement.

- a. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. Compliance with this Paragraph and any auditing or reporting requirements shall be at no additional cost to the County, unless authorized otherwise in writing. These requirements include, but are not limited to:
 - i. Compliance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance". The Catalog of Federal Domestic Assistance (CFDA) number is 21.019.
 - ii. Compliance with the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.
- b. None of the CARES Act CRF materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity or to further the election or defeat of any candidate for public office. CARES Act CRF provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.
- c. Subrecipient must comply with all applicable State and Federal laws and

regulations pertaining to confidentiality of records.

4. **REPORTS.** Subrecipient shall comply with all reporting requirements set forth in this Paragraph 4. Subrecipient shall prepare and submit financial, program progress, monitoring, evaluation and any other reports as required by the County and the CARES Act.
 - a. On September 15, 2020, Subrecipient shall provide a report to DPH that shall: (i) identify the costs paid (and projected to be paid) for the Recovery Fund as of September 30, 2020; (ii) demonstrate how Subrecipient expended the Program Funds consistent with the use requirements set forth in Paragraph 2 of this Agreement; (iii) identify the balance of Program Funds not expended; and (iv) describe a plan for expenditure of unspent Program Funds on or before December 30, 2020.
 - b. At any time during the term of this Agreement, DPH may, in its sole discretion, request that Subrecipient provide the County with additional progress reports not otherwise identified in this Paragraph 4, in the form specified by DPH, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with the CARES Act, current and subsequent Treasury guidelines and instructions on reporting, and any other applicable laws or regulations.
 - c. In addition to the above, Subrecipient shall provide a monthly report to DPH providing the following: the Program Recipients, city, county, and zip code of Program Recipients, date of Phase Funds award, amount, type of business, whether minority/woman/veteran-owned business information, as well as administrative costs related to the management of the Program Funds, to be provided in the form of a spreadsheet to be submitted to DPH electronically, which may be used by the County and DPH on an aggregate basis to analyze and report on the Program Funds.
 - d. Subrecipient shall provide a certification, in a form provided by DPH, to be signed by its Executive Director, or designee, with each report required under this Paragraph 4 that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2.
 - e. Subrecipient shall maintain supporting documentation for the reports required by this Paragraph 4 consistent with the requirements of Paragraphs 5 and 6.
 - i. A general ledger and subsidiary ledgers used to account for (a) the receipt of CARES Act CRF payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
 - ii. Administrative costs incurred related to administration of the Recovery

Fund; and

iii. Any other documents reasonably requested by the County.

5. **RECORDS MAINTENANCE.** Subrecipient shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by the County to assure proper accounting for the CARES Act CRF allocated by DPH or the County to the Subrecipient during the term of this Agreement and for a period of seven (7) years after final payment is made using Program Funds in compliance with the Treasury guidelines and instructions on records retention, and any other applicable laws or regulations. Subrecipient will ensure that its employees furnish such information, which, in the judgment of DPH representatives, may be relevant to a question of compliance with contractual conditions, with DPH or County directives, or with the effectiveness, legality, and achievements of the CARES Act.
6. **RECORDS INSPECTION.** In accordance with State or Federal law and pursuant to this Agreement, at any time during normal business hours and as often as either the County, its designees, the Federal or State government may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County, or its designees, or the Federal or State government each have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient agrees to provide any reports requested by the County or DPH regarding performance of this Agreement. With respect to inspection of Subrecipient's records, the County or DPH may require that Subrecipient provide supporting documentation to substantiate Subrecipient's expenses with respect to the Subrecipient's use or expenditure of the Program Funds, including records of all expenditures made by Lower Tiered Recipients.
7. **INDEPENDENT CONTRACTOR.** The Subrecipient shall be considered an independent contractor and neither the Subrecipient, its employees, nor anyone working under the Subrecipient shall be considered an agent or an employee of the County. Neither the Subrecipient, its employees nor anyone working under the Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through the County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal or state laws.
8. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits and approvals to the DPH upon request.

9. **INDEMNITY.** The Subrecipient agrees to indemnify the County pursuant to the indemnification provisions listed in Exhibit A. The provisions of this Paragraph shall survive the termination of this Agreement.

10. **DEFAULTS.**

The Subrecipient agrees to the default provisions listed in Exhibit A.

11. **TERMINATION.** DPH may terminate this Agreement at any time upon ten (10) days' prior written notice for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Program Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Recovery Fund for this Agreement, and Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period. Termination of this Agreement shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement, the CARES Act, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.

12. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

13. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on DPH unless authorized by the Director of DPH, or designee, in writing.

14. **CONFLICT OF INTEREST/CONTRACTS PROHIBITED.**

a. Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.

b. Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

15. **ANTI-DISCRIMINATION.** Subrecipient agrees that in accordance with applicable laws no person shall, on the ground of race, sex, creed, color, religion, national origin, handicap, sexual orientation, or age be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by the Agreement.
16. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that the Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of DPH.
17. **SEVERABILITY.** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
18. **INSURANCE.** Subrecipient shall obtain and maintain such insurance as required by the County's standard terms and conditions, attached as Exhibit A.
19. **CHOICE OF LAW/VENUE.** The Parties agree that the courts would apply California law in disputes arising out of the Agreement, and the venue would be either the Los Angeles Superior Court for state claims, that the U.S. District Court – Central District for federal claims, or actions removed to federal court.
20. **INTERPRETATION.** No provision of this Agreement shall be interpreted for or against either party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.
21. **PROGRAM INTEGRITY.** Subrecipient shall maintain and implement practices to protect the integrity of the Child Care Voucher Program and the Program Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Program Funds under this Agreement to the County or DPH. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Child Care Voucher Program; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this Agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to the County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

22. NOTICES AND APPROVALS.

a. To the County: Debra Colman
Director, Office for the Advancement of Early Care
and Education
Los Angeles County Department of Public Health
600 S. Commonwealth Ave., Suite 800
Los Angeles, California 90005

Email: dcolman@ph.lacounty.gov
Phone: (323) 346-8830

With a copy to: Patricia Gibson
Chief, Contracts and Grants Division
Los Angeles County Department of Public Health
5555 Ferguson Dr., 2nd Floor, Suite 210
Commerce, California 90022

Email: pgibson@ph.lacounty.gov
Phone: (323) 914-7464

b. To the Subrecipient: Cristina Alvarado
Executive Director
Child Care Alliance of Los Angeles
815 Colorado Blvd., Suite C
Los Angeles, California 90041

Email: cristina.alvarado@ccala.net
Phone: (323) 274-1380

23. WAIVER. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24. ENTIRE AGREEMENT. This Agreement with its Exhibits and any Attachments thereto all constitute the entire understanding and agreement of the Parties.


25. COUNTERPARTS. This Agreement may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one

counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Subrecipient has executed this Agreement, caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to the Los Angeles County Department of Public Health, and its Director, the authority to execute this Agreement on its behalf on the date and year written below.

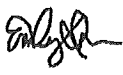
COUNTY OF LOS ANGELES

By: 
Barbara Ferrer, Ph. D.
Director
Los Angeles County Department of Public Health

September 23, 2020
_____ Date


APPROVED AS TO FORM FOR THE COUNTY:

Mary C. Wickham
County Counsel

By: 
Emily D. Issa
Deputy County Counsel

September 18, 2020
_____ Date

CHILD CARE ALLIANCE OF LOS ANGELES

By: 
Cristina Alvarado
Executive Director

9-18-2020
_____ Date

LOWER TIER RECIPIENT AGREEMENT
BETWEEN
CHILD CARE ALLIANCE OF LOS ANGELES
AND
[LOWER TIER RECIPIENT]
FOR
CHILDCARE VOUCHER SERVICES FOR LOW-INCOME FAMILIES AND
ESSENTIAL WORKERS IMPACTED BY THE COVID-19 PANDEMIC

**LOWER TIER RECIPIENT REIMBURSABLE AGREEMENT FOR THE
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT CORONAVIRUS
RELIEF FUND FOR LOS ANGELES COVID-19 CHILD CARE VOUCHER SERVICES
FOR LOW-INCOME FAMILIES AND ESSENTIAL WORKERS IMPACTED BY THE
COVID-19 PANDEMIC**

THIS LOWER TIER RECIPIENT AGREEMENT ("Agreement") is made and entered into by and between Child Care Alliance of Los Angeles ("Subrecipient") and [Provider] ("Lower Tier Recipient"), with Subrecipient and Lower Tier Recipient individually referred to as "Party," or collectively as "Parties."

WHEREAS, on March 4, 2020, the Chair of the Board of Supervisors ("Board") proclaimed, pursuant to Chapter 2.68 of the Los Angeles County Code, and the Board ratified that same day, the existence of a local emergency because the County is affected by a public calamity due to conditions of disaster or extreme peril to the safety of persons and property arising as a result of the introduction of the novel coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, also on March 4, 2020, the County of Los Angeles ("County") Health Officer determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County, and concurrently declared a Local Health Emergency;

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was passed by Congress and signed into law by the President of the United States on March 27, 2020;

WHEREAS, the CARES Act established the Coronavirus Relief Fund ("CRF") and the County received an allocation of CARES Act CRF under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act;

WHEREAS, the County has received a direct payment from the CARES Act CRF which may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 pandemic;
2. Were not accounted for in the budget most recently approved as of March 27, 2020, for the County; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the U.S. Treasury ("Treasury") has issued guidance, including frequently asked questions that provide additional instructions and apply equally to the County and any other subrecipients, including Lower Tier Recipients, of the CARES Act CRF;

WHEREAS, on August 4, 2020, the County's Board authorized an allocation of up to \$15 million to the Los Angeles County Department of Public Health ("DPH") for child care voucher services for low-income families and essential workers impacted by the COVID-19 pandemic;

WHEREAS, on [date], Subrecipient entered into a subrecipient agreement with the County to reflect the County's allocation of CARES Act CRF to the child care voucher services program for low-income families and essential workers impacted by the COVID-19 pandemic, with Subrecipient managing the allocation of funds to be distributed to lower tier recipients for child care voucher services for low-income families and essential workers impacted by the COVID-19 pandemic, subject to all the conditions and restrictions required by the CARES Act;

WHEREAS, the Lower Tiered Recipient provides [describe services to be provided] to residents of [location(s) to be served] within Los Angeles County;

WHEREAS, the Lower Tiered Recipient is a key player in the County to assist in locating and providing [services to be provided] during the COVID-19 pandemic; and

WHEREAS, the Lower Tiered Recipient is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services and implement [services to be provided] and is will provide such services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement will commence upon the date of execution for the period September 1, 2020 until December 30, 2020 for the purpose of providing child care services to enrolled families. The Agreement will be in effect until all of the Parties' obligations are fully satisfied, but in any event no later than May 30, 2021, unless further extended by the County.
2. **USE OF GRANT AMOUNT.**
 - a. The Lower Tier Recipient will receive funding pursuant to this Agreement to cover expenses associated with providing child care vouchers to low-income families and essential workers directly impacted by the COVID-19 pandemic during the period that begins on September 1, 2020, and ends on December 30, 2020 ("Covered Period"). Program funds provided to the Lower Tier Recipient are to be used solely to cover costs of the program in accordance with this Agreement, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.

- i. Provide Subrecipient a progress report detailing services performed to date and administrative expenses incurred, on [date]
- b. Upon execution of this Agreement, Lower Tier Recipient will provide child care voucher services to low-income families and essential workers impacted by the COVID-19 pandemic.
 - i. Lower Tier Recipient will comply the terms and conditions and applicable provisions of the Statement of Work issued to Subrecipient under its agreement with the County.
- c. Lower Tier Recipient will keep and maintain all records and documents associated with the application for and issuance of childcare vouchers to low-income families and essential workers impacted by the COVID-19 pandemic in order to support the requirements of the CARES Act to meet auditing standards.
 - i. Lower Tier Recipient shall be required to return Program Funds if the Subrecipient or DPH determines, in their sole discretion, any or all of the following occurs: (1) the Lower Tier Recipient is unable to expend the Program Funds within the applicable time deadlines provided herein; or (2) the Lower Tier Recipient has expended Program Funds not in accordance with the Agreement, the CARES Act, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.
 - ii. The Lower Tier Recipient agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Agreement, less any administration costs, which are not to exceed 10 percent (10%) of Program Funds. Such administrative costs shall be in conformance with applicable CARES Act CRF guidelines and the related provisions of the Federal Uniform Guidance such as 2 C.F.R. § 200.414, eligible indirect costs.
- d. Program Funds provided to the Lower Tier Recipient are to be used solely to provide child care voucher services to low-income families and essential workers directly impacted by, and in response to, the COVID-19 pandemic in accordance with the CARES Act, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.
- e. Expenditures made by the Lower Tier Recipient in the operation of this Agreement shall be in strict compliance and conformity with the CARES Act, and the Treasury's guidance and any other instructions from the Treasury or as required by law. Based upon the Treasury's guidance and any other instructions from the Treasury or as required by law, expenditures incurred must be for activities responding to the public health emergency, addressing medical and public health needs, as well as for expenditures incurred in responding to second-order effects of the emergency

3. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Agreement, the Subrecipient shall reimburse the Lower Tier Recipient an amount not to exceed [Budget_Amount], which shall constitute full and complete payment hereunder for the implementation of the child care voucher program. Total Budget Amount may be adjusted by Subrecipient as funds allow and in consultation with the County. Said compensation will only be paid out of funds received from the federal government under the CARES Act Funds under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act for allowable costs actually incurred and paid for the express purposes specified.

- a. Lower Tier Sub-recipient will receive an advance of funds as agreed upon with the County and not to exceed advances received by the Subrecipient. Subrecipient shall develop a plan on how it will utilize, distribute, monitor, and reconcile advance funds with the County. CARES Act funds and any interest earned must be tracked by each Lower-Tier Subrecipient. Any unspent funds, along with any interest accrued, must be returned to the County at the end of the project.”
- b. Ongoing Program Funds shall be paid only after submittal of the payment request form (invoice). This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the Subrecipient. Said payment request shall give the total of cash expenses paid and shall also itemize the same in detail conforming to the budget required by Section 5 of this Agreement. After timely submittal and approval of each payment request form, the Subrecipient will disburse funds in favor of the Lower Tier Recipient in the approved amount.
- c. The Lower Tier Recipient shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Lower Tier Recipient after the expiration or other termination of this Agreement. Should the Lower Tier Recipient receive any such payment, it shall immediately notify the County and immediately repay all such funds to the County. Payment by the Subrecipient for services rendered after expiration and/or termination of this Agreement shall not constitute a waiver of the County’s right to recover such payment from the Lower Tier Recipient. This provision shall survive the expiration or other termination of this Agreement.

4. STATUTES AND REGULATIONS APPLICABLE TO CARES ACT CRF.

Lower Tier Recipient must comply with all applicable requirements of State, federal, and County laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement.

- a. Lower Tier Recipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Lower Tier Recipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this

Agreement. Compliance with this Paragraph and any auditing or reporting requirements shall be at no additional cost to the County, unless authorized otherwise in writing. These requirements include, but are not limited to:

- i. Compliance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, also known as the "Super Circular". The Catalog Federal Domestic Assistance number is 21.019.
 - ii. Compliance with the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding monitoring and management, and subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.
- b. None of the CARES Act CRF, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. CARES Act CRF provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.
 - c. Lower Tier Recipient must comply with all applicable State and federal laws and regulations pertaining to confidentiality of records.
5. **BUDGET SECTION.** No more than the amounts and expenditure items specified in the Exhibit A, Project Description and Activity Budget, to this Agreement, which is attached hereto and incorporated herein by reference, may be spent without written approval of the Subrecipient.
6. **ACCOUNTING.** The Lower Tier Recipient must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook.
7. **PROGRAM DESCRIPTION.** The Lower Tier Recipient will expend the program funds as described herein.

Refer to Statement of Work for program details.

- a. Consistent with the Treasury guidelines and instructions, and any other applicable laws or regulations, in order for the cost to be considered to have been incurred, performance or delivery must occur during the Covered Period but payment of CARES Act CRF need not be made during that time as specified by the Treasury. Irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary

that performance or delivery take place during the Covered Period. Thus the cost of a good or service received during the Covered Period will not be considered eligible under the CARES Act if there is no need for receipt until after the Covered Period has expired.

8. **REPORTS.** Lower Tier Recipient shall comply with all reporting requirements set forth in this Paragraph 8. Lower Tier Recipient shall prepare and submit financial, program progress, monitoring, evaluation and any other reports as required by the Subrecipient, the County of Los Angeles, and the CARES Act.
 - a. Upon request, Lower Tier Recipient shall provide a report to Subrecipient that shall:
 - (i) identify the costs paid (and projected to be paid) for the program as of September 30, 2020; (ii) demonstrate how Lower Tier Recipient expended the program funds consistent with the use requirements, set forth in this Agreement;
 - (iii) identify the balance of program funds not expended; and (iv) describe a plan for expenditure of unspent program funds on or before December 30, 2020.
 - b. At any time during the term of this Agreement, Subrecipient or the County of Los Angeles may, in their sole discretion, request that Lower Tier Recipient provide additional progress reports not otherwise identified in this Agreement, in the form specified, to ensure that Lower Tier Recipient is meeting the requirements of this Agreement and in accordance with the CARES Act, current and subsequent Treasury guidelines and instructions on reporting, and any other applicable laws or regulations.
 - c. Lower Tier Recipient shall provide a certification to be signed by its Executive Director, or designee, with each report required under this Paragraph 4 that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2.
 - d. Lower Tier Recipient shall maintain supporting documentation for the reports required by this Paragraph 8 consistent with the requirements of this Agreement.
9. **RECORDS MAINTENANCE.** Lower Tier Recipient shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by the Subrecipient to assure proper accounting for the CARES Act CRF during the term of this Agreement and for a period of seven (7) years after final payment is made using program funds in compliance with the Treasury guidelines and instructions on records retention, and any other applicable laws or regulations. Lower Tier Recipient will ensure that its employees furnish such information, which, in the judgment of Subrecipient, may be relevant to a question of compliance with contractual conditions, with DPH or County directives, or with the effectiveness, legality, and achievements of the CARES Act.
10. **RECORDS INSPECTION.** In accordance with State or federal law and pursuant to this Agreement, at any time during normal business hours and as often as either the County, its

designees, federal or State law may deem necessary, Lower Tier Recipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County, or its designees, or the federal or State government each have the authority to audit, examine and make excerpts or transcripts from records, including all Lower Tier Recipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Lower Tier Recipient agrees to provide any reports requested by the Subrecipient, County, or DPH regarding performance of this Agreement. With respect to inspection of Lower Tier Recipient's records, the County or DPH may require that Lower Tier Recipient provide supporting documentation to substantiate Lower Tier Recipient's expenses with respect to Lower Tier Recipient's use or expenditure of the program funds.

11. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Lower Tier Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Lower Tier Recipient shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Lower Tier Recipient shall provide copies of permits and approvals to the Subrecipient upon request.

12. **FISCAL LIMITATIONS.** The United States of America, through the U.S. Treasury, may in the future place programmatic or fiscal limitation(s) on CARES Act CRF. Accordingly, the Subrecipient reserves the right, in its sole discretion, to revise this Agreement, in order to consider actions and events affecting CARES Act CRF. In the event of a CARES Act funding reduction by the Treasury, the County or the Subrecipient may, in its sole discretion, reduce the compensation amount of this Agreement in whole or in part, or may limit the rate of the Lower Tier Recipient's use of both its uncommitted and its unspent funds. Subrecipient or the County may implement and effect such a reduction in the compensation amount of this Agreement.
 - a. Where Subrecipient, through its Executive Director, or his/her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement of the Lower Tier Recipient, Subrecipient, through the Executive Director, or his/her designee, may suspend this Agreement for up to 60 days, upon three (3) days' notice to the Lower Tier Recipient, pending an audit or other resolution of such questions.

 - b. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Lower Tier Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with CARES Act CRF requirements and guidelines, and that CARES Act CRF are available to the Subrecipient to satisfy such expenditures or legally binding commitments.

13. **ASSURANCES.** The Lower Tier Recipient hereby assures and certifies that it has

complied with the CARES Act, applicable regulations, policies, guidelines and requirements, 2 CFR Part 200, and that it will comply with all applicable federal, State, and local laws and regulations as they relate to acceptance and use of federal funds for this program. Also, the Lower Tier Recipient gives assurance and certifies with respect to the Program specified in Exhibit A, that it will be in strict compliance and conformity with the CARES Act, and the Treasury's guidance and any other instructions from the Treasury or as required by law. The Lower Tier Recipient assures that expenditures incurred must be "due to" the public health emergency. Expenditures must be for activities responding to the public health emergency, addressing medical and public health needs, as well as for expenditures incurred in responding to second-order effects of the emergency.

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Lower Tier Recipient and its respective successors and assigns; provided, however, that the Lower Tier Recipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Lower Tier Recipient without the prior written consent of the Subrecipient.
15. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Subrecipient unless authorized by Subrecipient in writing.
16. **CONFLICT OF INTEREST.** The Lower Tier Recipient, its agents and employees shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200. Section 200.112 and 24 CFR Section 570.611. The Lower Tier Recipient agrees to incorporate the language found in this Paragraph in contracts using program funds and subject to compliance with conflict of interest federal, State, and County laws.
 - a. Lower Tier Recipient represents and warrants that no Subrecipient or County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Lower Tier Recipient, or shall have any direct or indirect financial interest in Lower Tier Recipient.
 - b. Lower Tier Recipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of the Agreement or who subsequently becomes affiliated with Lower Tier Recipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Lower Tier Recipient earned for a period of one year from the date he/she separated from County employment.

17. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Lower Tier Recipient shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Lower Tier Recipient pursuant to this Agreement.
18. **INSURANCE.** Subrecipient shall obtain and maintain such insurance as required by prudent business practices and as required under policies and procedures established by County.
19. **INDEMNIFICATION.** The Lower Tier Recipient agrees to indemnify, defend with counsel approved in writing by Subrecipient, and hold Subrecipient, County, its elected and appointed officials, officers, employees and agents harmless from any claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this Agreement, or Lower Tier Recipient's receipt of the Program Funds under this Agreement, including any claims that the program funds allocated by Subrecipient through the CARES Act CRF under this Agreement were not used consistent with the restrictions on the use of CARES Act CRF (42 USC § 801) and the regulations and guidance issued by the Treasury regarding the use of such program funds. The provisions of this Paragraph shall survive the termination of this Agreement.
20. **DEFAULTS.**
- a. The occurrence of any of the following events or circumstances shall, following expiration of any applicable notice and cure periods provided below, constitute an event of default by either Party hereunder ("Event of Default"), each of which are acknowledged by either Party to constitute a material default under this Agreement:
- i. The failure of Lower Tier Recipient to perform any covenant or obligation hereunder, without curing such failure shall be provided written notice by Subrecipient specifying in reasonable detail Lower Tier Recipient's failure to perform any covenant or obligation. The Parties shall set a meeting and conference within three (3) business days' notice. Following the meeting and conferencing of the Parties, the defaulting Party shall be provided five (5) days to cure such default. These notice requirements and cure periods shall not apply to a termination described in Paragraph 1, or to breaches of covenants or obligations otherwise set forth in this Agreement where an express time period is otherwise provided.
- ii. Lower Tier Recipient or any constituent member or partner, or majority shareholder, of Lower Tier Recipient shall voluntarily (or is subject to involuntary action of a similar nature): (i) apply for or consent to the

appointment of a receiver, trustee, liquidator or custodian or the like of it or a substantial portion of its property, (ii) fail to pay or admits in writing to the County its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) commence a case under the federal bankruptcy laws of the United States of America.

- iii. Lower Tier Recipient shall cease the performance of its obligations under this Agreement for a continuous period of more than five (5) business days.
- iv. Lower Tier Recipient is debarred from doing business with the County, State of California, or the Federal government.
- v. These notice requirements and cure periods shall not apply to any Event of Default described in this Paragraph or to breaches of covenants or obligations otherwise set forth in this Agreement where an express time period is otherwise provided.

b. Remedies for Event of Default. If an Event of Default specified above occurs, either Party shall, at its option, have the right to exercise one or more of the following rights, in addition to any other rights available at law or equity:

- i. Suspension of any disbursements of Program Funds to Lower Tier Recipient for any purpose; or
- ii. Termination of this Agreement with ten (10) days' written notice.
 - (1) If such Agreement is terminated, Lower Tier Recipient, at its sole cost, shall provide an audit and accounting of all transactions and activities of Lower Tier Recipient under this Agreement and delivery to County of all files regarding the Recovery Fund and this Agreement including all documents and agreements.
 - (2) Lower Tier Recipient shall cooperate to facilitate the transition to a successor manager identified by Subrecipient, but Lower Tier Recipient shall not be obligated to incur any additional costs or assume any legal liability or obligation in connection with such transition.

21. TERMINATION. Subrecipient may terminate this Agreement at any time upon ten (10) days' prior written notice for any reason; provided, however, during this ten (10) day period Lower Tier Recipient shall use its reasonable efforts to conclude any program funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Program for this Agreement, and Lower Tier Recipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period. Termination of this Agreement shall not relieve the Parties of their reporting and

auditing obligations and any other provisions set forth in this Agreement, the CARES Act, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.

22. **PROGRAM INTEGRITY.** Lower Tier Recipient shall immediately report any suspected or confirmed waste, fraud, or abuse of funds under this Agreement to the County Fraud Hotline. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this program; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County or Subrecipient officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this Agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports shall be made to the County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

Improper consideration includes but is not limited to cash and equivalents, benefits or payments under this agreement, discounts, services, travel or entertainment, or any other tangible gifts or valuable consideration.

23. **TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES).** The Subrecipient may, by written notice to the Lower Tier Recipient, immediately terminate the right of the Lower Tier Recipient to proceed under this Agreement if it is found that improper consideration, in any form, was offered or given by the Lower Tier Recipient, either directly or through an intermediary, to any County or Subrecipient officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to the Lower Tier Recipient's performance pursuant to the Agreement. In the event of such termination, the Subrecipient shall be entitled to pursue the same remedies against the Lower Tier Recipient as it could pursue in the event of default by the Lower Tier Recipient.
24. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.
25. **ANTI-DISCRIMINATION.** Lower Tier Recipient agrees that in accordance with applicable laws no person shall, on the ground of race, sex, creed, color, religion, national origin, handicap, sexual orientation, or age be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by the Agreement.
26. **SEVERABILITY.** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its

scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

27. **INTERPRETATION.** No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if both Parties drafted it hereto.

28. **FINANCIAL CLOSE OUT PERIOD.** The Lower Tier Recipient agrees to complete all necessary financial close-out procedures required by the Subrecipient or County, within a period of not more than thirty (30) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial close out period. The Subrecipient is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close out period. Subrecipient may request a final financial audit for activities performed under this Agreement at the expiration of the financial close out period.

29. **NOTICES AND APPROVALS.**

a. To the Subrecipient: Cristina Alvarado
Executive Director, Child Care Alliance
of Los Angeles
Email: cristina.alvarado@ccala.net
Phone: 323-274-1380

b. To the Lower Tier Recipient:

30. **CHOICE OF LAW/VENUE.** The Parties agree that the courts would apply California law in disputes arising out of the Agreement, and the venue would be either the Los Angeles Superior Court for state claims, that the U.S. District Court – Central District for federal claims, or actions removed to federal court.

31. **WAIVER.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the Subrecipient to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement with any attachments constitute the entire understanding and agreement of the Parties.

COUNTERPARTS. This Agreement may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one

counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Subrecipient has executed this Agreement, caused it to be duly executed by its authorized representative, under the authority to execute this Agreement on its behalf on the date and year written below.

CHILD CARE ALLIANCE OF LOS ANGELES

By: _____
Cristina Alvarado
Executive Director

Date

[LOWER TIER RECIPIENT]

By: _____
Executive Director

Date

ATTACHMENT 2

**Schedule of Income Ceilings (85% STATE MEDIAN INCOME [SMI])
for State Fiscal Year 2020-21 Child Care and Development Programs**

Family Size	Family Monthly Income	Family Yearly Income
1-2	\$5,540	\$66,479
3	\$6,157	\$73,885
4	\$7,069	\$84,822
5	\$8,199	\$98,393
6	\$9,330	\$111,965
7	\$9,542	\$114,509
8	\$9,755	\$117,054
9	\$9,967	\$119,598
10	\$10,179	\$122,143
11	\$10,391	\$124,687
12	\$10,603	\$127,232

Source: 2018 American Community Survey (ACS) Public Use Microdata Sample File

ATTACHMENT 3

**LA County CARES Child Care
Child Care Alliance of Los Angeles**

9.1.2020

INCOME

TOTAL INCOME:		\$ 15,000,000
EXPENSES		
1.	PERSONNEL	
	A. Salaries	\$ 144,202
	B. Benefits	\$ 43,261
	TOTAL PERSONNEL	\$ 187,462
2.	OFFICE/PROGRAM SUPPLIES	
	A. Office Supplies	\$ 1,000
	TOTAL OFFICE/PROGRAM SUPPLIES	\$ 1,000
3.	TRAVEL	
	A. Mileage	\$ 847
	TOTAL TRAVEL	\$ 847
4.	EQUIPMENT	
	A. Office Equipment	\$ 7,000
	B. Technology - Data tracking system	\$ 30,000
	TOTAL EQUIPMENT	\$ 37,000
5.	OTHER	
	A. Rent	\$ 16,421
	B. Utilities, Telephone	\$ 5,760
	C. Staff Development	\$ 1,000
	D. Other	\$ 9,600
	TOTAL OTHER	\$ 32,781.43
6.	A. Indirect (Contractor amount only)	\$25,909
	TOTAL CONTRACTOR	\$ 285,000
7.	SUBCONTRACTORS	
	A. Subcontractor amount	\$ 14,715,000
	TOTAL SUBCONTRACTOS	\$ 14,715,000
GRAND TOTAL		\$ 15,000,000

**LA County CARES Child Care
Child Care Alliance of Los Angeles**

9.01.2020

EXPENSES		
1.	PERSONNEL	
	A. Salaries	\$ 144,202
	Salaries represent a portion of CCALA management staff to work on the project for 4 months. In addition, we will plan to add two temporary staff to work on the project for 4 months.	
	B. Benefits	\$ 43,261
	Includes applicable taxes and benefits such as FICA, SUI, Worker's Comp and Health at 30% of the salaries.	
	TOTAL PERSONNEL	\$ 187,462
2.	OFFICE/PROGRAM SUPPLIES	
	A. Office Supplies	\$ 1,000
	Includes items necessary for staff to complete daily work assignments. Allocated at \$250 per month over a four month period.	
	TOTAL OFFICE/PROGRAM SUPPLIES	\$ 1,000
3.	TRAVEL	
	A. Mileage	\$ 847
	Estimated mileage (if required, depending on pandemic). Budgeted amount includes mileage and parking costs at the IRS rate of 0.575, which is \$211.75 per month for 4 months.	
	TOTAL TRAVEL	\$ 847
4.	EQUIPMENT	
	A. Office Equipment	\$ 7,000
	Includes two computer and phone set-ups for 2 full-time staff on the project in addition to home based needs such as Wi-fi connectivity, due to pandemic. Estimates include \$3,500 each for two computers, warranties, docking stations, monitors, mice and power chords.	
	B. Technology - Data tracking system	\$ 30,000
	Necessary adjustments and upgrades to existing database to link with data from eleven subcontractors in order to track program and expenses related to this project. This includes estimates of \$16,000 for software and \$14,000 for database technical support. This upgrade will allow the Alliance to track all CARES Act applications, payments, and services provided across the County with the 11 subcontractors.	
	TOTAL EQUIPMENT	\$ 37,000
5.	OTHER	
	A. Rent	\$ 16,421
	Covers all facilities related expenses over the 4 months of the contract including the cost of office space rental, building maintenance, janitorial, parking and security services for project staff. The cost is estimated for 2 full time staff dedicated to the project, as well as a percentage of management staff time. We do anticipate returning staff to the office as the pandemic allows.	
	B. Utilities, Telephone	\$ 5,760
	This includes percentage of time CCALA staff usage of utilities and telephone for the duration of the 4 month contract. The cost is estimated for 2 full time staff dedicated to the project, as well as a percentage of management staff time. We do anticipate returning staff to the office as the pandemic allows.	
	C. Staff Development	\$ 1,000

	Any materials and training sessions for subcontractors on the new application process, the new electronic system to be developed for funder-specific reports and related program/fiscal training.	
	D. Other	\$ 9,600
	Includes monthly IT subscriptions, meetings, remote meeting application such as a Zoom account and general costs specific to the program.	
	TOTAL OTHER	\$ 32,781
6.	A. Indirect (Contractor amount only)	\$ 25,909
	Indirect costs associated with the contract. Administrative overhead expenses, general insurance liability and costs associated with independent audit. Indirect costs are calculated at 10% of total costs excluding subcontracts.	
	TOTAL CONTRACTOR	\$ 285,000
7.	SUBCONTRACTORS	
	A. Subcontractor amount	\$ 14,715,000
	Contractor will sub-contract with the following eleven agencies. Basis for distribution is the percentage of total State funding received by each agency in the Alternative Payment (voucher) program in 2019-20.	
	CCRC	\$ 3,675,011
	CHS	\$ 2,631,599
	Norwalk	\$ 37,685
	Connections	\$ 372,874
	Crystal Stairs	\$ 2,990,350
	Drew	\$ 286,245
	IILA	\$ 100,813
	MAOF	\$ 1,681,772
	Options	\$ 1,334,751
	Pathways	\$ 870,060
	PUSD	\$ 733,842
	TOTAL SUBCONTRACTOS	\$ 14,715,000
	GRAND TOTAL	\$ 15,000,000

Subrecipient Agreement No. PH-004303



**STANDARD TERMS AND CONDITIONS
FOR SUBRECIPIENT AGREEMENT**

BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CHILD CARE ALLIANCE OF LOS ANGELES

FOR

**CHILDCARE VOUCHER SERVICES FOR LOW-INCOME
FAMILIES AND ESSENTIAL WORKERS IMPACTED BY THE
COVID-19 PANDEMIC**

**DEPARTMENT OF PUBLIC HEALTH
STANDARD TERMS AND CONDITIONS
CHILD CARE VOUCHER SERVICES FOR LOW-INCOME FAMILIES AND
ESSENTIAL WORKERS IMPACTED BY THE COVID-19 PANDEMIC**

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- Attachment D – Subrecipient's EEO Certification
- Attachment E – Required Federal Provisions

Subrecipient Agreement No. PH-004303

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Subrecipient Agreement and the Exhibits or Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subrecipient Agreement and then to the Exhibits and Attachments as listed below:

Exhibit B – Statement of Work

Standard Attachments

Attachment A – Subrecipient's Acknowledgement and Confidentiality Agreement

Attachment B – Charitable Contributions Certification

Attachment C – Jury Service Program

Attachment D – Subrecipient's EEO Certification

Attachment E – Required Federal Provisions

1. DEFINITIONS:

A. Subrecipient Agreement: The agreement executed between County and Subrecipient. It sets forth the terms and conditions for the receipt and distribution of CARES Act funding as well as issuance and performance of all tasks, deliverables, services and other work including the Statement of Work.

B. Subrecipient: The sole proprietor, partnership, corporation or other person or entity that has entered into the Subrecipient Agreement with the County.

2. DESCRIPTION OF SERVICES:

A. Subrecipient shall provide services in the manner described in Exhibit B of the Subrecipient Agreement, Statement of Work.

B. Subrecipient acknowledges that the quality of service(s) provided under this Subrecipient Agreement shall be at least equivalent to that which Subrecipient provides to all other clients it serves.

C. If Subrecipient provides any tasks, deliverables, goods, services, or other work, other than as specified in the Subrecipient Agreement, the same shall be deemed to be a gratuitous effort on the part of the Subrecipient, and the Subrecipient shall have no claim whatsoever against the County.

3. ALTERATION OF TERMS/AMENDMENTS:

A. The body of the Subrecipient Agreement and any Exhibit(s) or Attachment(s) attached thereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Subrecipient Agreement. No addition to, or alteration of, the terms of the Subrecipient Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to the Subrecipient Agreement which is formally approved and executed by the parties in the same manner as the Subrecipient Agreement.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the

Subrecipient Agreement or this Exhibit A during the term of the Subrecipient Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Subrecipient Agreement or this Exhibit A shall be prepared by Director and executed by the Subrecipient and Director, as authorized by the County's Board of Supervisors.

4. CONFIDENTIALITY:

A. Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Subrecipient and

performed by counsel selected by Subrecipient and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Subrecipient shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Subrecipient Agreement.

D. Subrecipient shall sign and adhere to the provisions of Attachment A, Subrecipient Acknowledgement and Confidentiality Agreement.

5. COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND

SUBRECIPIENT'S OFFERS OF EMPLOYMENT: Subrecipient shall give the right of first refusal for its employment openings at Subrecipient's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Subrecipient by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Subrecipient's staff needed to commence services under the Subrecipient Agreement, as well as, to vacancies that occur during the Subrecipient

Agreement term. Such offers of employment shall be consistent with Subrecipient's current employment policies, and shall be made to any former or current County employee who has made application to Subrecipient, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Subrecipient. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Subrecipient shall not be discharged during the term of the Subrecipient Agreement except for cause, subject to Subrecipient's personnel policies and procedures, and Subrecipient Agreement(s) with its collective bargaining units. Subrecipient shall also give first consideration to laid-off or reduced County employees if vacancies occur at Subrecipient's other service sites during the Subrecipient Agreement term.

6. INDEMNIFICATION: The Subrecipient shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Subrecipient Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

7. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Subrecipient's indemnification of County and in the performance of the Subrecipient Agreement and until all of its obligations pursuant to the Subrecipient Agreement have been met, Subrecipient shall provide and maintain at its own expense,

insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Exhibit A. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other obligation imposed upon Subrecipient pursuant to the Subrecipient Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Subrecipient for liabilities which may arise from or relate to the Subrecipient Agreement.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Subrecipient's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under the Subrecipient Agreement.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Subrecipient's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Subrecipient insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Subrecipient Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate shall match the name of the Subrecipient identified as the Subrecipient in the Subrecipient Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of

Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Subrecipient, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Subrecipient also shall promptly report to County any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient.

Subrecipient also shall promptly notify County of any third party claim or suit filed against Subrecipient or any of its Recipients which arises from or relates to the Subrecipient Agreement, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional

insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Subrecipient's acts or omissions, whether such liability is attributable to the Subrecipient or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Subrecipient Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Subrecipient Agreement.

D. Failure to Maintain Insurance: Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Subrecipient Agreement, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subrecipient Agreement. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Subrecipient's Insurance Shall Be Primary: Subrecipient's insurance policies, with respect to any claims related to this Subrecipient Agreement, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Subrecipient Agreement. The Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Compensation for County Costs: In the event that Subrecipient fails to comply with any of the indemnification or insurance requirements of this

Exhibit A, and such failure to comply results in any costs to County, Subrecipient shall pay full compensation for all costs incurred by County.

I. Recipient Insurance Coverage Requirements: Subrecipient shall require each Recipient to comply with the Required Insurance provisions herein, and shall require that each Recipient name the County and Subrecipient as additional insureds on the Recipient's General Liability policy. Subrecipient shall obtain County's prior review and approval of any Recipient request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Subrecipient's policies shall not obligate the County to pay any portion of any Subrecipient deductible or SIR. The County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the Subrecipient Agreement. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Subrecipient Agreement expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Subrecipient may use a combination of primary, and excess insurance policies which provide coverage

as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to the Subrecipient Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Subrecipient's liability arising from or related to the Subrecipient Agreement, with

limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Subrecipient Agreement's expiration, termination or cancellation.

9. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Subrecipient agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Subrecipient or otherwise, in whole or in part, under the Subrecipient Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Subrecipient hereby assigns and transfers to County in perpetuity for all purposes all Subrecipients' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Subrecipient Agreement, Subrecipient shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Subrecipient's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Subrecipient Agreement and for seven (7) years thereafter, the Subrecipient shall maintain and provide security for all of the Subrecipient's working papers prepared under the Subrecipient Agreement.

County shall have the right to inspect, copy and use at any time during and subsequent to the term of the Subrecipient Agreement, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Subrecipient outside the scope of the Subrecipient Agreement, which the Subrecipient desires to use hereunder, and which the Subrecipient considers to be proprietary or confidential, must be specifically identified by the Subrecipient to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Subrecipient will place the County name, its department names and/or its marks and logos on all items developed under the Subrecipient Agreement. If also directed to do so by County, Subrecipient shall affix the following notice to all items developed under this Subrecipient Agreement: "© Copyright 2020 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Subrecipient agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under the Subrecipient Agreement or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of the Subrecipient Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

10. PUBLICITY: Subrecipient agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Subrecipient Agreement, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with the Subrecipient Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of the Subrecipient Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

11A. SUBRECIPIENT'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient to complete the Charitable Contributions Certification, Attachment B, the County seeks to ensure that all entities doing business with the County which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. An entity which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either termination of the Subrecipient Agreement or debarment proceedings or both. (County Code Chapter 2.202)

11B. SUBRECIPIENT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Subrecipient hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Subrecipient will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Subrecipient or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Subrecipient or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Subrecipient shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Subrecipient or its staff members from such participation in a federally funded health care program.

Failure by Subrecipient to meet the requirements of this Paragraph shall constitute a material breach of Subrecipient Agreement upon which County may immediately terminate or suspend this Subrecipient Agreement.

11C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Subrecipient hereby acknowledges that the County is prohibited from doing business with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded agreements. By executing the Subrecipient Agreement, Subrecipient certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded agreements. Further, by executing the Subrecipient Agreement, Subrecipient certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontract is currently suspended, debarred, ineligible, or excluded from securing federally funded agreements. Subrecipient shall immediately notify County in writing, during the term of the Subrecipient Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded agreements. Failure of Subrecipient to comply with this provision shall constitute a material breach of this

Subrecipient Agreement upon which the County may immediately terminate or suspend the Subrecipient Agreement.

11D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for Subrecipient, grantees, subcontractors, and subgrantees on federal grants and agreements are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal agreement or grant; a gross waste of federal funds; an abuse of authority relating to a federal agreement or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal agreement or grant (including the competition for, or negotiation of, an agreement or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for any agreement or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the Subrecipient,

subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

12. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Subrecipient Agreement, they shall be deemed a part of the operative provisions of this Subrecipient Agreement and are fully binding upon the parties.

13. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of the Subrecipient Agreement and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within the Subrecipient Agreement shall govern and prevail.

14. SUBRECIPIENT'S OFFICES: Subrecipient's office is located at 815 Colorado Boulevard, Second Floor, Suite C, Los Angeles, California 90041. Subrecipient's business telephone number is (323) 274-1380, and electronic Mail (e-mail) address is cristina.alvarado@ccala.net.

Subrecipient shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

15. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Subrecipient Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Office for the Advancement of Early Care and Education
600 South Commonwealth, Suite 800
Los Angeles, California 90005

Attention: Debra Colman

- (2) Department of Public Health
Subrecipient Agreements and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, California 90022

Attention: Patricia Gibson

B. Notices to Subrecipient shall be addressed as follows:

- (1) Child Care Alliance of Los Angeles
815 Colorado Boulevard, Suite C
Los Angeles, California 90041

Attention: Cristina Alvarado

16. ADMINISTRATION OF SUBRECIPIENT AGREEMENT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer the Subrecipient Agreement on behalf of County. Subrecipient agrees to extend to Director the right to review and monitor Subrecipient's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for compliance at any reasonable time.

B. Approval of Subrecipient's Staff: County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff, including, but not limited to, the Subrecipient's Project Manager.

C. Subrecipient's Staff Identification: All of Subrecipient's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Subrecipient bears all expense related to the badges.

D. Background and Security Investigations: Each of Subrecipient's staff performing services under the Subrecipient Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Subrecipient Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include

State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. Subrecipient shall perform the background check using County's mail code, routing results to the County.

If a member of Subrecipient's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Subrecipient Agreement or be placed and/or assigned within the Department of Public Health. During the term of the Subrecipient Agreement, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Subrecipient shall immediately remove staff from performing services under the Subrecipient Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Subrecipient nor to Subrecipient's staff, any information obtained through the criminal history review.

Disqualification of any member of Subrecipient's staff pursuant to this section shall not relieve Subrecipient of its obligation to complete all work in accordance with the terms and conditions of this Subrecipient Agreement.

17. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Subrecipient shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Subrecipient is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. Subrecipient shall not assign its rights or delegate its duties under the Subrecipient Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Subrecipient Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under the Subrecipient Agreement shall be deductible, at County's sole discretion, against the claims, which Subrecipient may have against County.

C. Shareholders, partners, members, or other equity holders of Subrecipient may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Subrecipient to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Subrecipient Agreement, such disposition is an assignment

requiring the prior written consent of County in accordance with applicable provisions of the Subrecipient Agreement.

D. Any assumption, assignment, delegation, or takeover of any of the Subrecipient's duties, responsibilities, obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Subrecipient Agreement which may result in the termination of the Subrecipient Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of default by Subrecipient.

18. AUTHORIZATION WARRANTY: Subrecipient hereby represents and warrants that the person executing the Subrecipient Agreement for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation set forth in the Subrecipient Agreement and that all requirements of Subrecipient have been fulfilled to provide such actual authority.

19. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of the Subrecipient Agreement, Subrecipient shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in the Subrecipient Agreement are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Subrecipient shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. County shall indemnify, defend and hold harmless Subrecipient, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph shall be conducted by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so.

Subrecipient shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

20. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Subrecipient Agreement is subject to the provisions of the County's ordinance entitled Subrecipient Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment C and incorporated herein by reference into and made a part of this Subrecipient Agreement.

B. Written Employee Jury Service Policy:

(1) Unless the Subrecipient has demonstrated to the County's satisfaction either that the Subrecipient is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Subrecipient qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Subrecipient shall have and adhere to a written policy that provides that its Employees shall receive from Subrecipient, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Subrecipient or that Subrecipient deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Subrecipient. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Subrecipient has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Subrecipient uses any subcontractor to perform services for the County under the Subrecipient Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such agreement or subcontract and a copy of the Jury Service Program shall be attached.

(3) If Subrecipient is not required to comply with the Jury Service Program when the Subrecipient Agreement commences, Subrecipient shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Subrecipient shall immediately notify the County if Subrecipient at any time either

comes within the Jury Service Program's definition of "Contractor" or if Subrecipient no longer qualifies for an exception to the Jury Service Program. In either event, Subrecipient shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Subrecipient Agreement and at its sole discretion, that the Subrecipient demonstrate, to the County's satisfaction that the Subrecipient either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Subrecipient continues to qualify for an exception to the Program.

(4) Subrecipient's violation of this sub-paragraph may constitute a material breach of the Subrecipient Agreement. In the event of such material breach, County may, at its sole discretion, terminate the Subrecipient Agreement and/or bar the Subrecipient from the award of future County agreements for a period of time consistent with the seriousness of the breach.

21. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Subrecipient acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Subrecipient from engaging in human trafficking.

B. If Subrecipient or a member of Subrecipient's staff is convicted of a human trafficking offense, the County shall require that Subrecipient or member of Subrecipient's staff be removed immediately from performing

services under the Subrecipient Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Subrecipient's staff pursuant to this Paragraph shall not relieve Subrecipient of its obligation to complete all work in accordance with the terms and conditions of this Subrecipient Agreement.

22. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this Paragraph may constitute a material breach of the Subrecipient Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Subrecipient Agreement.

23. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

Subrecipient acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Subrecipient further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Subrecipient, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a

protected characteristic, may subject Subrecipient to termination of the Subrecipient Agreement as well as civil liability.

24. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Subrecipient require additional or replacement personnel after the effective date of the Subrecipient Agreement, Subrecipient shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Subrecipient's minimum qualifications for the open position. For this purpose, consideration shall mean that the Subrecipient will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Subrecipient. Subrecipient shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph 5, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness,

capacity and experience to satisfactorily perform pursuant to an agreement with the County. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Subrecipient is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Subrecipient on the Subrecipient Agreement or any other agreements with the County which indicates that the Subrecipient is not responsible, the County may, in addition to other remedies provided in herein, debar the Subrecipient from bidding or proposing on, or being awarded, and/or performing work on County contract for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Subrecipient may have with the County.

C. Non-Responsible Contractor: The County may debar Subrecipient if the Board of Supervisors finds, at its discretion, that the Subrecipient has done any of the following: (1) violated a term of the Subrecipient Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Subrecipient's quality, fitness or capacity to perform the Subrecipient Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense

which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Subrecipient may be subject to debarment, the Department will notify the Subrecipient in writing of the evidence which is the basis for the proposed debarment and will advise the Subrecipient of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Subrecipient and/or the Subrecipient's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Subrecipient should be debarred, and, if so, the appropriate length of time of the debarment. The Subrecipient and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If Subrecipient has been debarred for a period longer than five (5) years, after the debarment has been in effect for at least five (5) years, Subrecipient may submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Subrecipient has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Subrecipient: These terms shall also apply to Subcontractors of Subrecipient.

26. SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Subrecipient acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Subrecipient understands that it is the County's policy to encourage all entities doing business with the County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place(s) of business. Subrecipient will encourage Recipients and subcontractors, if any, to post this poster in a prominent position in their places of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

27. SUBRECIPIENT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Subrecipient acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Subrecipient's duty under the Subrecipient Agreement and this Exhibit A to comply with all applicable provisions of law, the Subrecipient warrants that it is now in compliance and shall during the term of the Subrecipient Agreement, maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Subrecipient's performance under the Subrecipient Agreement. Such monitoring will include assessing Subrecipient's compliance with all terms and performance standards. Subrecipient deficiencies which County determines are significant or continuing and that may place performance of the Subrecipient Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Subrecipient. If improvement does not occur consistent with the corrective action measures, the County

may terminate the Subrecipient Agreement or impose other penalties as specified in the Subrecipient Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Subrecipient shall assure that the locations where services are provided under provisions of the Subrecipient Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Subrecipient's facilities shall include a review of compliance with the provisions of this Paragraph.

30. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Subrecipient shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is

reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Subrecipient Agreement, Subrecipient may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

31. FACSIMILE REPRESENTATIONS: The County and Subrecipient hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Exhibit A, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to the Subrecipient Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

32. FAIR LABOR STANDARDS: Subrecipient shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court

costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Subrecipient's employees for which the County may be found jointly or solely liable.

33. FISCAL DISCLOSURE: Subrecipient shall prepare and submit to Director, within ten (10) calendar days following execution of the Subrecipient Agreement, a statement executed by Subrecipient's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Subrecipient including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of the Subrecipient Agreement, the source(s) of Subrecipient's funding changes, Subrecipient shall promptly notify Director in writing, detailing such changes.

34. SUBRECIPIENT PERFORMANCE DURING CIVIL UNREST OR DISASTER: Subrecipient recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Subrecipient Agreement or this Exhibit A, full performance by Subrecipient during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Subrecipient for which Director may suspend or County may immediately terminate the Subrecipient Agreement.

35. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Subrecipient. The Subrecipient Agreement shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

36. NOTICE OF DELAYS: Except as otherwise provided under the Subrecipient Agreement or this Exhibit A, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Subrecipient Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. NOTICE OF DISPUTES: Subrecipient shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Subrecipient regarding the performance of services as stated in the Subrecipient Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Subrecipient shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Subrecipient shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

40. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Subrecipient and the County agree that during the term of this Subrecipient Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

41. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Subrecipient shall ensure that no employee performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

42. PUBLIC RECORDS ACT:

A. Any documents submitted by Subrecipient; all information obtained in connection with the County's right to audit and inspect the Subrecipient's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Subrecipient Agreement, become the exclusive property of the County. The County shall not in any way be liable or responsible for the disclosure of any such records if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, Subrecipient

agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Subrecipient is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Subrecipient shall prepare and submit to Director within ten (10) calendar days following execution of this Subrecipient Agreement, an affidavit sworn to and executed by Subrecipient's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the

position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Subrecipient's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Subrecipient's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Subrecipient shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Subrecipient's representatives listed.

(5) If a facility of Subrecipient is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2),

Subrecipient shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Subrecipient shall prepare and submit to Director, upon request, a detailed statement, executed by Subrecipient's duly constituted officers, indicating whether Subrecipient totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Subrecipient or in any manner does business with Subrecipient under this Subrecipient Agreement. If during the term of the Subrecipient Agreement the Subrecipient's ownership of other businesses dealing with Subrecipient under the Subrecipient Agreement changes, Subrecipient shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

44. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Subrecipient agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Subrecipient under the Subrecipient Agreement.

45. SOLICITATION OF BIDS OR PROPOSALS: Subrecipient acknowledges that County, prior to expiration or early termination of the Subrecipient Agreement, may exercise its right to invite bids or request proposals for the continued provision of the

services delivered or contemplated under the Subrecipient Agreement. County and its DPH shall make the determination to solicit bids or request proposals in accordance with applicable County policies.

Subrecipient acknowledges that County may enter into agreements for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Subrecipient. Further, Subrecipient acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Subrecipient.

46. STAFFING AND TRAINING/STAFF DEVELOPMENT: Subrecipient shall operate continuously throughout the term of the Subrecipient Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Subrecipient shall comply with any additional staffing requirements which may be included in the Attachments attached hereto.

During the term of the Subrecipient Agreement, Subrecipient shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Subrecipient also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of the Subrecipient Agreement, Subrecipient shall, prior to filling said vacancy, notify County's Director. Subrecipient shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Subrecipient shall institute and maintain

appropriate supervision of all persons providing services pursuant to this Subrecipient Agreement.

Subrecipient shall institute and maintain a training/staff development program pertaining to those services described in the Attachment(s) attached hereto.

Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance, and shall be conducted on a continuing basis..

47. LOWER TIER RECIPIENT AGREEMENTS AND SUBCONTRACTING:

A. For purposes of the Subrecipient Agreement, Lower Tier Recipient Agreements and any subcontracts must be approved in advance in writing by Director or authorized designee(s). Subrecipient's request to Director for approval of a Lower Tier Recipient Agreement or subcontract shall include:

(1) Identification of the proposed Lower Tier Recipient or subcontractor, (who shall be licensed as appropriate for provision of services), and an explanation of why and how the proposed Lower Tier Recipient or subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the Lower Tier Recipient Agreement or subcontract.

(3) The proposed Lower Tier Recipient Agreement or subcontract amount and manner of compensation, if any, together with Subrecipient's cost or price analysis thereof.

(4) A copy of the proposed Lower Tier Recipient Agreement or subcontract. (Any later modification of such Lower Tier Recipient Agreement or subcontract shall take the form of a formally written amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Subrecipient's Lower Tier Recipient Agreement or subcontract request and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Lower Tier Recipient Agreements or subcontracts shall be made in the name of Subrecipient and shall not bind nor purport to bind County. The making of Lower Tier Recipient Agreements or subcontracts hereunder shall not relieve Subrecipient of any requirement under the Subrecipient Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of Recipients or contractors. Further, Director's approval of any Lower Tier Recipient Agreement or subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in the Subrecipient Agreement.

D. In the event that Director consents to any Lower Tier Recipient Agreement or subcontract, Subrecipient shall be solely liable and responsible for any and all payments or other compensation to all Lower Tier Recipients or subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any Lower Tier Recipient Agreement or subcontract, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Subrecipient, or any Lower Tier Recipient or subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's right to prior and continuing approval of any and all personnel extends to Lower Tier Recipient and/or subcontractor employees providing services under the Subrecipient Agreement. Subrecipient is responsible to notify Lower Tier Recipients and/or subcontractors of this County right.

G. Lower Tier Recipient Agreements and/or subcontracts shall contain the following provision: "This Lower Tier Recipient Agreement (or subcontract) is an agreement under the terms of a Subrecipient Agreement with the County of Los Angeles and shall be subject to all of the provisions of such Subrecipient Agreement." Further, Subrecipient shall also reflect as requirements in the Lower Tier Recipient Agreement or subcontract all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE

COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of the Subrecipient Agreement and this Exhibit A.

Subrecipient shall deliver to Director a fully executed copy of each Lower Tier Recipient Agreement or subcontract entered into by Subrecipient, as it pertains to the provision of services under the Subrecipient Agreement, on or immediately after the effective date of the Lower Tier Recipient Agreement or subcontract, but in no event, later than the date and any services are to be performed under the Lower Tier Recipient Agreement or subcontract.

H. Subrecipient shall obtain certificates of insurance which establish that the Lower Tier Recipient or subcontractor maintains all the programs of insurance required by the County from each approved Lower Tier Recipient or subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any Lower Tier Recipient Agreement or subcontract.

J. Subrecipient shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Lower Tier Recipient or subcontractor in the same manner and to the same degree as if such Lower Tier Recipient(s) or subcontractor(s) were Subrecipient employees.

K. Subrecipient shall remain fully responsible for all performances required of it under the Subrecipient Agreement, including those that the

Subrecipient has determined to subcontract, notwithstanding the County's approval of the Subrecipient's proposed subcontract.

48. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY:

Notwithstanding any other provision of the Subrecipient Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under the Subrecipient Agreement.

49. TIME OFF FOR VOTING: Subrecipient shall notify its employees, and shall require each Lower Tier Recipient or subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, Subrecipient and any Lower Tier Recipient(s) or subcontractor(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

50. UNLAWFUL SOLICITATION: Subrecipient shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Subrecipient shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

51. VALIDITY: If any provision of the Subrecipient Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Subrecipient Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

52. WAIVER: No waiver by the County of any breach of any provision of the Subrecipient Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Subrecipient Agreement or this Exhibit A shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Subrecipient Agreement.

53. WARRANTY AGAINST CONTINGENT FEES:

A. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Subrecipient Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate the Subrecipient Agreement and, at its sole discretion, deduct from the Subrecipient Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Subrecipient Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Child Care Alliance of Los Angeles Contract No. PH-004303

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 9/18/2020

PRINTED NAME: Cristina Alvarado

POSITION: Executive Director

CHARITABLE CONTRIBUTIONS CERTIFICATION

Child Care Alliance of Los Angeles

Company Name

815 Colorado Blvd, Suite C, Los Angeles CA 90041

Address

45-0532426

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)


The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

9-18-2020
Date

Cristina Alvarado, Executive Director
Name and Title of Signer (please print)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall 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. 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. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CONTRACTOR'S EEO CERTIFICATION

Child Care Alliance of Los Angeles

Contractor Name

815 Colorado Blvd, Suite C, Los Angeles, CA 90041

Address

45-0532426

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Cristina Alvarado, Executive Director

Authorized Official's Printed Name and Title



Authorized Official's Signature

9-18-2020

Date

REQUIRED FEDERAL PROVISIONSCONTRACTOR CHILD CARE ALLIANCE OF LOS ANGELESAGREEMENT NO. PH-004303**1. AGREEMENT**

The entity/person identified above ("Contractor") has entered into an agreement ("Agreement") with the County of Los Angeles ("County") for the benefit of its Department of Health Services (also, "Department").

2. CLEAN AIR AND WATER REQUIREMENTS

[Applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year]

- 2.1. Contractor agrees to comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- 2.2. The Contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency ("FEMA") and the Regional Office of the Environmental Protection Agency (EPA).
- 2.3. Contractor agrees to include the requirements in this Section 2 without modification in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

3. DEBARMENT AND SUSPENSION CLAUSE

- 3.1. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Consequently, the Contractor certifies that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 3.2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.3. Contractor's execution of the Agreement, including any Amendment thereto, that incorporates this Addendum A is an acknowledgement that this certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 3.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while throughout the term of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

- 4.1. Contractor shall not use or pay any funds received under the Agreement to influence or attempt 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 obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
- 4.2. Contractor agrees to the provisions of Attachment 1 (Certification Regarding Lobbying), attached hereto and incorporated herein.
- 4.3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor that will be subject to its provisions.

5. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

- 5.1. In the performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items, unless the products cannot be acquired –
 - Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - While meeting the Agreement performance requirements; or
 - At a reasonable price.
- 5.2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site at:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 5.3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

6. ACCESS TO RECORDS

The following access to records requirements apply to the Agreement:

- 6.1. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States and any of their authorized representatives access to any books, documents, papers and records of the Contractor, which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- 6.2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever and to copy excerpts and transcriptions as reasonably needed.
- 6.3. Contractor agrees to provide the FEMA Administrator, or his or her authorized representatives, access to construction or other work sites pertaining to the work being completed under the Agreement.
- 6.4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in the Agreement, including this Addendum A, is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO AND FLAGS

Contractor shall not use the United States Department of Homeland Security ("US-DHS") seal(s), logos, crests or reproductions of flags or likenesses of US-DHS agency officials without specific FEMA prior approval.

8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

Contractor hereby acknowledges that FEMA financial assistance will be used to fund all or a portion of the Agreement and, therefore, agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor or any other party pertaining to any matter resulting from the Agreement.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement.

11. ADDITIONAL REQUIREMENTS

The requirements of this Addendum A are in addition to any other Federal or State requirements that Contractor may be subject to pursuant to the underlying Agreement.

ATTACHMENT 1
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person or entity that 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.

The Contractor, Child Care Alliance of Los Angeles, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Cristina Alvarado, Executive Director

Name and Title of Contractor's Authorized Official

7-18-2020

Date

STATEMENT OF WORK
CHILD CARE VOUCHER SERVICES FOR LOW-INCOME FAMILIES AND ESSENTIAL WORKERS CONTRACT

1.0 SUMMARY

On March 4, 2020, the County of Los Angeles (County) Board of Supervisors (Board) and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the Novel Coronavirus (COVID-19) across the country. On August 4, 2020, the Board delegated authority for the County's Director of the DPH to execute agreements necessary to implement the directives of and comply with the requirements of the Coronavirus Aid, Relief, and Economic Security (CARES) Act to not exceed fifteen million dollars (\$15 million) to provide child care vouchers to support low-income families and essential workers directly impacted by the COVID-19 pandemic.

2.0 OVERVIEW OF NEED FOR SERVICES

Throughout the COVID-19 pandemic, early care and education (ECE) programs have remained open and have been on the frontlines serving families. As of July 1, 2020, there are over 4,000 licensed child care programs open in the County, including 3,792 family child care homes and 748 centers. With 54% of licensed ECE programs open, there is capacity to serve an additional 17,885 children.

Unfortunately, during COVID-19, child care programs are experiencing a dramatic increase in costs. Prior to COVID-19, child care centers often served over 20 children in one classroom. To reduce virus transmission, DPH has limited child care providers to serve only 12 children per room. This guideline, along with increased cleaning expenses, has often doubled the cost of care per child. Also, parents seeking child care are facing financial hardships due to the negative economic impacts of the COVID-19 pandemic. Vouchers through the Alternative Payment Program have been a stronghold in providing child care to low-income families. This is a vital resource funded by the State of California (State), but the County has a long waiting list of families in need of vouchers. Although over \$10 million in additional child care vouchers were provided by the State for County essential workers in April 2020, most of the funding has already been expended.

On July 21, 2020, DPH issued a press release announcing the Board's spending plan for the federal CARES Act funding received by the County. The plan includes an allocation of \$15 million for child care vouchers to serve essential workers and low-income families. This allocation will provide approximately 5,000 low-income families and essential workers with three to four months of childcare for children birth through 12 years old and up to age 21 for children of special needs. Since essential workers are often also low-income, funding will not be divided between essential workers and low-income families. By providing flexibility, Resource and Referral Agencies/Alternative Payments Programs will be able to distribute the funding more efficiently.

3.0 SERVICES TO BE PROVIDED

In March 2020, County ECE leaders created the County Early Childhood Education COVID-19 Response Team (Response Team) to support essential workers in the County in accessing child care. The Response Team is led by the DPH Office for the Advancement of Early Care and Education (OAECE), First 5 LA and the Los Angeles County Office of Education, in partnership with the Los Angeles Unified School District, Child Care Alliance of Los Angeles, Greater Los Angeles Education Foundation, Center for Strategic Partnerships, City of Los Angeles, as well as various Resource and Referral Agencies and non-profit organizations.

Led by this Response Team, DPH will contract with the Child Care Alliance of Los Angeles (Subrecipient), a network of County Resource and Referral/Alternative Payment agencies to effectively and efficiently distribute child care vouchers to eligible essential workers and low-income families throughout the County.

4.0 RESPONSIBILITIES

The County's and the Subrecipient's responsibilities are as follows:

4.1 County Responsibilities

4.1.1 The County will monitor the Subrecipient's performance in the operation of this Contract and provide direction to the Subrecipient in areas relating to policy, information and procedural requirements.

4.1.2 **County's Project Manager:** Person designated to manage the operations under this Contract.

The County's Project Manager is responsible for:

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- Reviewing reports and final report submitted by the Subrecipient and Lower Tiered Recipients in order to ensure all tasks, deliverables, goods, services are provided in accordance with the terms and conditions set forth in the Subrecipient Agreement.

4.2 Subrecipient and Lower Tiered Recipient Responsibilities

Specific duties will include:

- 4.2.1 The Subrecipient will implement a child care voucher program patterned after the California Department of Education, Early Learning and Care Division, Emergency Child care Services for Essential Workers and At-Risk Populations (Management Bulletin 20-06). The existing systems may need to be adapted so that the Subrecipient and Lower Tiered Recipients can meet the requirements of the CARES Act.
- 4.2.2 Subrecipient will enter into separate agreements with each of the 11 Lower Tiered Recipients identified below. A sample agreement is attached hereto as Attachment 1.
- 4.2.3 Each Lower Tiered Recipient will process applications for vouchers, connect families to child care, and distribute funding to child care providers. The application deadline will be November 30, 2020. No applications will be accepted or processed after November 30, 2020 without prior approval from the County.

- 4.2.4 Subrecipient will distribute vouchers to 11 Lower Tiered Recipients within the County that hold Alternative Payment contracts with the State. Subrecipient will monitor the Lower Tiered Recipients for compliance with Uniform Guidance requirements. The 11 Lower Tiered Recipients are as follows:

1. Child Care Resource Center
2. Children's Home Society of California
3. City of Norwalk
4. Connections for Children
5. Crystal Stairs, Inc.
6. Drew Child Development Corporation

7. International Institute of Los Angeles
8. Mexican-American Opportunity Foundation
9. Options for Learning
10. Pathways LA
11. Pomona Unified School District

4.2.5 On a monthly basis, after a Lower Tiered Recipient has paid child care provider(s), the Lower Tiered Recipient will submit an invoice to the Subrecipient for reimbursement.

4.2.6 The 11 Lower Tiered Recipients listed in Section 4.2.3 above will help eligible families locate child care services and will pay for those services directly to the child care provider through child care vouchers. Every month, child care providers will submit invoices to be paid for services delivered to families who have child care vouchers. The Lower Tiered Recipients may also support families by providing consumer information about various services and resources available to them. Each subcontract/sub-recipient agreement will help define steps and responsibilities in providing child care vouchers to essential workers and low-income families.

4.2.7 **Subrecipient's Project Manager:** Person designated by the Subrecipient to act as the central point of contact with the County. The County must have access to the Subrecipient's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. The Subrecipient shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 pm. PT.

The Subrecipient's Project Manager is responsible for:

- Planning, coordinating, directing, and overseeing the work performed by the Lower Tiered Recipients;
- Participating in meetings with the County, as needed, to discuss updates and/or concerns;
- Ensuring that the monthly reports and final report are provided to the County in accordance with the requirements set forth in this contract;
- Monitoring Lower Tiered Recipients' compliance with Uniform Guidance requirements; and
- Maintaining confidentiality of any clients served by Subrecipient and Lower Tiered Recipients.

5.0 APPLICATION/ELIGIBILITY FOR SERVICES

5.1 Eligibility

Services will be available for eligible applicants who demonstrate direct impact from the COVID-19 pandemic. Income and need-based eligibility will be determined in alignment with State child care voucher programs, which are based on 85% State Median Income per the California Department of Education (Attachment 2, Schedule of Income Ceilings). Essential workers who exceed the 85th percentile income threshold may be enrolled if sufficient funding is available, as long as the family assets do not exceed \$1,000,000.

Priority will be given to the following applicants:

1. Parent/guardian of a child who is receiving Child Protective Services (CPS) or at risk as defined by CPS;
2. Parent/guardian of any child eligible through the Emergency Child Care Bridge Program for Foster Children (Subrecipient will check the applicant's eligibility in Bridge Program);
3. Parent/guardian of a child with disabilities or special health care needs whose individualized education program or individualized family support plans include early childhood education service;
4. Family experiencing housing insecurity or homelessness as defined in the McKinney-Vento Homeless Assistance Act;
5. Domestic violence survivor;
6. Essential Workers in the following service sectors:
 - Health Care Services and Emergency Services
 - Food and Agriculture
 - Child Care and Education
 - Energy
 - Water and Wastewater
 - Transportation and Logistics
 - Communications and Information Technology
 - Government Operations and Other Community-Based Essential Functions
 - Critical Manufacturing
 - Financial Services

- Chemical
 - Defense Industrial Base
 - Industrial, Commercial, Residential and Sheltering Facilities; and
7. Other Low-income families that are working in business sectors that have re-opened.

5.2 Additional Eligibility Requirements

In addition to requirements set forth in Section 5.1 above, applicants must also meet the following criteria:

1. Parent/guardian must need child care to perform his/her work. Parent is required to be on site and not be able to work remotely;
2. Meet certain income eligibility through self-certification; and
3. If the family includes a two-parent household, both parents must either be working and required to work on site (not able to work remotely), or the second parent must be unable to provide care for the child due to incapacitation.

In addition, children who have reached their 13th birthday are ineligible for subsidized services at initial certification or recertification except those children with special needs. Severely disabled children may be served to age 21. Children with special needs shall also meet the criteria for that age group specified in EC 56026, and 5 CCR 18089.

5.3 Application and Enrollment Process

Subrecipient will work with Lower Tiered Recipients to promote the program to eligible families and coordinate application submission. Families seeking early care and education services, may access vouchers by calling 888-92-CHILD (888-922-4453) or [www.ccala.net/connect-to-child care](http://www.ccala.net/connect-to-child-care). A local Resource and Referral/Alternative Payment Program staff will assist families with the application process and locating an open child care provider.

Once approved, eligible applicants will be able to use the voucher with any licensed child care programs or license exempt provider (e.g., family, friend or neighbor) in the County. Licensed providers may need to submit a copy of their facility license and/or a W-9 to their local Alternative Payment Agency. License-exempt child care providers must complete a Health and Safety Self-Certification and Trustline application

process (background check), and a W-9. Grandparents, aunts, and uncles of the child(ren) are exempt from Trustline requirements. Unused vouchers as of December 30, 2020 will have no value and cannot be reimbursed using CARES Act funds.

Applicants must complete the required forms (electronic version is preferred) to enroll in the program. Once an applicant completes an enrollment form, the application will be assigned to the Lower Tiered Recipient who is assigned to and serves the parents' zip code. Child care vouchers will not be approved retroactively and will only be valid in the month they are issued and for prospective months according to eligibility.

6.0 PAYMENTS

6.1 County to Subrecipient

The maximum amount of the Subrecipient Agreement is \$15 million. County will provide Subrecipient an advance of \$5 million in Program Funds within one week of the full execution of the Subrecipient Agreement. The County may approve other advances requested by Subrecipient at its sole discretion. Additional advances may be issued by County upon request of further advance by Subrecipient. No amendment is required. Subrecipient agrees to separate the Program Funds provided under this Agreement in a separate interest-bearing financial account in accordance with the CARES Act and as instructed by the County. Separate financial records which support compliance shall be kept for the CARES Act CRF in accordance with the Treasury guidelines and instructions on records retention, and any other applicable laws or regulations. Interest earned on the Program Funds must be used in accordance with the CARES Act.

6.2 Subrecipient to Lower Tiered Recipients to Child care Providers

The Subrecipient shall be the Fiscal Coordinator, paying Lower Tiered Recipients according to Attachment 3, Budget. Lower Tiered Recipients shall then utilize the Regional Market Rates established by the State, CDE (Attachment 4), and all applicable regulations to determine the maximum child care reimbursement amount. The Subrecipient will advance funding to each of the Lower-Tiered Sub-Recipients based on the terms of the Lower-Tiered Subrecipient contract. CARES Act funds and any interest earned must be tracked by each Lower-Tier Subrecipient. Any unspent funds, along with any interest accrued, must be returned to the County at the end of the project.

Child care reimbursements will be made by the Lower Tiered Recipients directly to the eligible applicant's chosen child care provider for services rendered. Lower Tiered Recipients will submit electronic invoices to the Subrecipient for vouchers issued per month within 30 days of receipt of the invoice from the child care provider. No child care vouchers will be approved for child care services provided after December 30, 2020. However, provider reimbursements and billing for services provided up until December 30, 2020 will occur in 2021.

Child care providers shall submit a completed record of service (invoice) for the month of service completed by the 15th day of the following month. Child care payments shall be issued on a monthly basis within 21 calendar days after the receipt of the invoice from the child care provider.

7.0 QUALITY ASSURANCE PLAN

DPH will evaluate the Subrecipient's performance under this Contract using the quality assurance procedures as defined in this Statement of Work, and further described in Exhibit A, Paragraph 39, County's Quality Assurance Plan.

7.1 Reporting

In addition to the reporting requirements outlined in the Subrecipient Agreement, the Subrecipient will submit monthly reports to OAECE on the following information:

- Number of families enrolled to date;
- Expenditures to date; and
- Projected dollar amounts for child care vouchers to be issued.

Subrecipient will provide a final report to OAECE by no later than March 15, 2021, unless extended by the County.