



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY, INC.
AND
SSF PROMOTORES

THIS MOU is made and entered into by and between **Child Care Coordinating Council of San Mateo County, Inc.** and **SSF PROMOTORES** and is effective as of _____. WHEREAS, Child Care Coordinating Council of San Mateo County, Inc. may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and WHEREAS, it is necessary and desirable that SSF PROMOTORES be retained for outreach and engagement for the Family Child Care (FCC) Pathways Project.

Now, therefore, the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT:

To establish a MOU between Child Care Coordinating Council of San Mateo County Inc. and SSF PROMOTORES to provide outreach and engagement for the Family Child Care (FCC) Pathways Project in San Mateo County. This MOU identifies the scope of services that SSF PROMOTORES agrees to provide procedures for billing, terms of payment, and compliance requirements.

2.- EXHIBITS AND ATTACHMENTS:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

SERVICES TO BE PERFORMED BY SSF PROMOTORES.



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

3. PERIOD OF PERFORMANCE:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the date of execution of this agreement through June 30, 2026. Child Care Coordinating Council, Inc. may exercise its option by providing written notice to SSF PROMOTORES at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement, or thirty (30) calendar days prior to the expiration of the first option, if applicable.

4. PAYMENTS:

In consideration of the services provided by SSF PROMOTORES in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Child Care Coordinating Council of San Mateo County, Inc. shall make payment to SSF PROMOTORES based on the rates and in the manner specified in this Agreement. Child Care Coordinating Council of San Mateo County, Inc. reserves the right to withhold payment if Child Care Coordinating Council of San Mateo County, Inc. determines that the quantity or quality of the work performed is unacceptable. In no event shall Child Care Coordinating Council of San Mateo County, Inc. total fiscal obligation under this Agreement exceed \$18,750. SSF PROMOTORES is not entitled to payment for work not performed as required by this agreement.

5. AGENCY'S RESPONSIBILITIES:

The SSF PROMOTORES agrees to implement the scope of work which includes, but is not limited to, completion of the activities and provision of the services in Exhibit A.

6. CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY, INC. RESPONSIBILITIES:

- a. Serve as the Fiscal Agent disbursing funds to SSF PROMOTORES according to the terms outlined in this agreement.
- b. Design and collect evaluations containing information provided by all the participating Agencies, complete reports.

7. INVOICING:

Monthly invoices submitted by the 15th of each month based on the previous month's activities. The invoice shall include location, time, and date of event; number of people reached; brief narrative of the event and results. All costs reimbursed through this contract shall fall under allowable costs per county.



8. TERMS OF PAYMENT:

Child Care Coordinating Council of San Mateo County, Inc. shall disburse funds to SSF PROMOTORES upon receipt of funds and approval of supporting documentation from San Mateo County.

9. TERMINATION:

This MOU may be terminated by either party by issuing a Notice of Termination (30-day written notice) which includes the reason(s) for the termination. Should the SSF PROMOTORES be out of compliance with the scope of services the Child Care Coordinating Council of San Mateo County, Inc. may exercise its right to terminate this MOU and collect funds not used appropriately. Subject to availability of funding, SSF PROMOTORES shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

Child Care Coordinating Council of San Mateo County, Inc. will communicate if County terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds.

10. INDEPENDENT CONTRACTOR: Agency, while performing this Agreement, is an independent contractor and is not an officer, agent or employee of Child Care Coordinating Council of San Mateo County, Inc.

11. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by SSF PROMOTORES under this Agreement shall become the property of Child Care Coordinating Council of San Mateo County, Inc. and shall be promptly delivered to Child Care Coordinating Council of San Mateo County, Inc. Upon termination, Child Care Coordinating Council of San Mateo County, Inc. may make and retain a copy of such contract materials if permitted by law.

12. MUTUAL HOLD HARMLESS: The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney’s fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents, and employees.

13. AMMEDEMENT: This Agreement may only be amended in writing by the mutual consent of the Parties hereto.



14. ASSIGNABILITY AND SUBCONTRACTING

SSF PROMOTORES shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Child Care Coordinating Council of San Mateo County, Inc. under this Agreement without the prior written consent of Child Care Coordinating Council of San Mateo County, Inc. Any such assignment or subcontract without Child Care Coordinating Council of San Mateo County, Inc. 's prior written consent shall give Child Care Coordinating Council of San Mateo County, Inc. the right to automatically and immediately terminate this Agreement without penalty or advance notice.

15. INSURANCE

SSF PROMOTORES shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved. SSF PROMOTORES shall furnish Child Care Coordinating Council of San Mateo County, Inc. with certificates of insurance evidencing the required coverage. Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage.

16. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

17. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for



overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of Child Care Coordinating Council of San Mateo County, Inc., to:

Name/Title: David Fleishman, Executive Director
Address: 330 Twin Dolphin Drive, Ste 119, Redwood City, 94065
Telephone: 415-728-4031
Email: dfleishman@sanmateo4cs.org

In the case of SSF PROMOTORES to:

Name/Title:
Address:
Telephone:
Email:

18. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

Agreed to by:

Signature _____

Signature _____

Print Name _____

Print Name _____

Title: _____ Date: _____

Title: _____ Date: _____

Child Care Coordinating Council of San Mateo County, Inc.

SSF Promotores

Exhibit A

In consideration of the payments set forth in Exhibit B, SSF Promotores will conduct outreach events and activities for the Family Child Care (FCC) Pathways Program. Measure K funds will contribute to the costs of four (4) outreach events, invoiceable at \$4,687.50 per outreach event, not to exceed \$18,750.



Outreach events and activities, as defined below, shall take place according to the following timeline:

Service/# Providers	FY 24/25	FY 25/26	Total
Outreach events held	1	3 <u>4</u>	4

Outreach Events

- **Standalone or Co-Led Events**

Led by the partner organization and coordinated in collaboration with Child Care Coordinating Council of San Mateo, Inc., will provide support with logistics and/or presentation materials. Partners are asked to ensure a minimum of 15–25 participants in attendance to maximize impact and engagement.

- **Partner Community Events**

Outreach integrated into existing community events hosted by the partner. Family Child Care (FCC) Pathways information should be prominently shared. When possible, please coordinate with Child Care Coordinating Council of San Mateo, Inc., in advance and reserve a booth or table for in-person engagement and materials distribution.

Other Outreach Activities

Partners are also asked to support outreach in the following ways:

- Share information about the Family Child Care (FCC) Pathways program with clients.
- Refer interested individuals using the designated Family Child Care (FCC) Pathways Referral and Interest Form for tracking purposes.
- Distribute flyers, brochures, and outreach materials at partner offices and events.
- Amplify Family Child Care (FCC) Pathways via partner communication channels (e.g., newsletters, social media, email blasts).



As capacity allows:

- Participate in panels, Q&A sessions, or community conversations hosted by Child Care Coordinating Council of San Mateo, Inc.
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Meetings & Collaboration

- Attend Quarterly Family Child Care (FCC) Pathways Partner Meetings to receive updates and evaluate program progress.
- Participate in Monthly As-Needed Check-Ins to discuss services, invoicing, and reporting.

Quarterly reports shall include

- 1-2 paragraph description of each activity
- Date and place of outreach activities and events
- Approximate number of people reached, informational materials distributed, and referrals (as appropriate), per activity
- 1-2 client stories/testimonials/photos

Exhibit B

In consideration of the services provided by SSF Promotores described in Exhibit A and subject to the terms of the Agreement, Child Care Coordinating Council of San Mateo County, Inc. shall pay SSF Promotores based on the following fee schedule and terms:



1. Payments to SSF Promotores will be on a per activity basis. Payments to the SSF Promotores will not exceed \$18,750.
2. SSF Promotores shall submit monthly invoices, no later than the 15th of each month, along with quarterly reports for the outreach events and activities.
3. Child Care Coordinating Council of San Mateo County, Inc. will remit payment to SSF Promotores within 15 days of receipt of payment from County. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Remit monthly invoices to:	Remit quarterly reports to:
Child Care Coordinating Council of San Mateo County, Inc. 330 Twin Dolphin Drive, Ste 119 Redwood City, 94065	Child Care Coordinating Council of San Mateo County, Inc. 330 Twin Dolphin Drive, Ste 119 Redwood City, 94065