**Memorandum of Understanding Between**

**California Child Care Resource & Referral Network**

**And**

**Participating Child Care Resource & Referral Preventive Health and Safety Hub (Please replace with Agency Name)**

This Memorandum of Understanding (MOU) is made and entered into by and between the California Child Care Resource & Referral Network and (name of R&R Agency) and is effective as of May 1, 2021.

WHEREAS, the California Child Care Resource & Referral Network entered into a of Lead Testing and Remediation in Drinking Water at Child Care Centers Project, (the primary grant) between the State Water Resources Control Board and University Enterprises, Inc. (UEI) on September 1, 2020.

1. **Purpose of this Agreement:** To establish a MOU between California Child Care Resource & Referral Network (hereafter “CCCRRN” and (insert legal name of R&R Agency) (hereafter, “Agency” for the purpose of supporting the Lead Testing and Remediation in Drinking Water at Child Care Centers Project throughout the state of California, to be funded as part of a contract between the CCCRRN and UEI. This MOU defines the scope of services that the Agency agrees to provide, procedures for billing, terms of payment, and compliance requirements.
2. **Project Description:** The Project is designed to provide technical assistance related to specific information/benefits provided through the grant to Licensed Child Care Centers (Licensed CCCs), to collect and analyze drinking water samples for lead at a minimum of 1,500 Licensed CCCs throughout the state, and to remediate, via fixture-replacement within budgeted thresholds, lead contamination that exceeds a certain water quality threshold. Licensed CCCs may include infant centers, preschools, extended day care facilities, and school-age child care centers, but exclude family day care homes.
3. **Project Period:** May 1, 2021 through January 31, 2023. The Agency will retain records for three years after the end of the Project Period.
4. **Amount of Reimbursement:** The Agency will be reimbursed on a billable rate of $34.27 per hour. Billable hours will be based on each .25/hour fraction and will only include technical assistance as listed below.
5. **Agency’s responsibilities:** The Agency agrees to implement the scope of work which includes, but is not limited to, completion of the activities and provision of services below:

* Designate staff to attend training and deliver services related to this agreement.
* **Initial Outreach:** The Agency will contact each non-responsive facility operating an infant/toddler center as identified by UEI-OWP, to verify the receipt of the materials, and as needed explain the materials shared, including the Eligibility Questionnaire. An average of 15 minutes per conversation is estimated for this task, however, it is anticipated that some Licensed CCCs will require much more time and others less. This type of proactive outreach will include contacting the high-priority centers that have been listed on the unresponsive list that will be shared by UEI and the CCCRRN with the Agency. The Agency’s established method of communication should be used (phone or email). Outreach to an individual center is considered completed by leaving a voicemail or sending an email. A response from the center is not required, however, if additional follow-up with a center is needed to share outreach materials and encourage participation, that communication is covered by this agreement and the Agency’s time and communication summary should be posted on the UEI-OWP Staff portal.
* The Agency will be reimbursed for reactive outreach responses to inquiries about the grant from any child care center. These inquiries will mostly come from low-priority centers and are expected to be related to water sampling requirements and grant opportunities. Notes from these interactions will need to be documented on the UEI-OWP Staff Portal to be eligible for reimbursement.
* **Continuing Exceedance Outreach:** For each facility with at least one exceedance after fixture replacement, the Agency will be available to provide outreach materials developed by UEI-OWP. share local resources that could support the CCC. An average of one hour per conversation is estimated for this task, however, it is anticipated that some Licensed CCCs will require much more time and others less. To be eligible for reimbursement. This time should be tracked in the UEI-OWP staff portal.
* The Agency agrees to utilize the UEI-OWP Staff Portal for tracking project outreach activities related to CCCs.
* Prepare periodic reports of activities as requested by the CCCRRN.

**CCCRRN Responsibilities**:

* Serve as the Fiscal Agent disbursing UEI funds to Agency according to terms outlined in the CCCRRN Project Contract Agreement.
* Support the local Agency participating in this project to provide outreach to Licensed CCCs in their service area. Support includes intermediary services between UEI-OWP and the Hub (information about AB2370; SB862; coordination and access to live and recorded webinars, Licensing PINs and Directives; outreach material development, explanation and feedback; invoicing and reimbursement; and other similar grant related activities).

**Invoicing:**

* Invoices will be submitted quarterly utilizing the form provided by the CCCRRN and will include: invoice period, employee name, time worked and relevant agency information. Invoices are due 25 days after the end of each quarter (March, June, September, and December). Due dates: April 25th, July 25th, October 25th, and January 25th.
* A Summary Report from the UEI-OWP Staff Portal that will include total time spent conducting the activities outlined in Agency Responsibilities will be required with the invoice as a support document. Agencies will be able to access the report through the UEI-OWP Staff Portal login.
* The Agency’s final invoice must be delivered to CCCRRN within fifteen (15) days after the completion of the Responsibilities but in no case later than February 15, 2023.
* See Attachment A for Invoicing Instructions

**Terms of Payment:** CCCRRN shall disburse reimbursement funds to the Agency within 30 days of receipt and approval of supporting documentation outlined in “Invoicing.”

**Termination:** The MOU may be terminated by either party by issuing a Notice of Termination (30-day written notice) which includes reason(s) for termination. Should the Agency be out of compliance with the Responsibilities the CCCRRN may exercise its right to terminate this MOU.

**R&R Agency**

Name:

Title:

County/Agency:

Address:

Contact Information:

Signature:

Date:

**California Child Care Resource & Referral Network**

Name: Linda Asato

Title: Executive Director

Signature:

Date: