



## ST. LOUIS COUNTY COVID-19 HUMANITARIAN RESPONSE

### NOTICE OF FUNDING OPPORTUNITY FOR CHILD CARE PROVIDERS

<b>SECTION 1: OVERVIEW OF CHILD CARE RELIEF PROGRAM</b>
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Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, codified at 42 U.S.C. § 801 (the “**CARES Act**”) established the Coronavirus Relief Fund (the “**CRF**”). Under the CARES Act, the CRF is to be used to make payments to States, Tribal governments, and certain units of local government. On April 29, 2020, the federal government paid St. Louis County (the “**County**”) approximately \$173 million from the CRF, which was used to establish the County’s CARES fund. County Executive Sam Page announced an organizational structure and process for allocating amounts in the CARES fund centered on three key priority areas: health, humanitarian efforts, and economic recovery. CRF funds will be allocated to fund programs and services that support the basic needs of County residents suffering from the effects of the COVID-19 public health emergency in order to promote recovery for the region and mitigate the effects of COVID-19.

The County has determined that economic recovery from COVID-19 and its effects requires access to reliable, safe, and sound child care resources. The County has further determined that, as a result of COVID-19 and its second-order effects, child care facilities are in need of economic support to help with some of the costs of business interruption caused by COVID-19 and to facilitate compliance with applicable health and safety measures related to COVID-19. Accordingly, the County has allocated approximately \$5.9 million from its CARES fund to support qualifying child care providers through what is referred to herein as the “**Child Care Relief Program.**”

Funds under the Child Care Relief Program are being made available to assist child care providers, many of which have experienced business interruptions and increased expenses as a result of COVID-19. The purpose of this fund is to help those child care providers continue to operate safely and effectively in response to the COVID-19 public health emergency by providing funding for two categories of costs and expenses: (i) costs of business interruption caused by COVID-19; and (ii) costs to facilitate compliance with County and CDC public health guidelines relating to COVID-19, including, but not limited to, modifications to allow for social distancing and the purchase of disinfecting and cleaning supplies and personal protective equipment.

The County, through this Notice of Funding Opportunity for Child Care Providers (the “**Notice**”), is inviting applications by eligible child care providers to receive funding. This is a non-competitive funding opportunity. Additional opportunities may be available at a later date.

**SECTION 2: ELIGIBLE APPLICANTS**

**2.1 QUALIFICATIONS**

1. The County is seeking applications from child care providers who meet the following criteria:
  - a. Be an organization that is located within St. Louis County that is currently licensed or deemed licensed-exempt by the State of Missouri Department of Health and Senior Services to provide child care (not including day or summer camps);
  - b. Have been and are adhering to County and CDC guidelines related to COVID-19;
  - c. Require background checks, including child abuse and neglect screenings, by the Family Care Safety Registry or another screening approved by the State of Missouri, conducted annually on all employees and volunteer providing direct services to children and youth;
  - d. Maintain a policy of nondiscrimination against any employee or applicant for employment of services based on race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. (St. Louis County Ordinance 202.270);
  - e. Have not received a loan from the Paycheck Protection Program or other funds from St. Louis County, the State of Missouri, or the federal government for the same services; and
  - f. Be in good standing with the State of Missouri, and, if different, its state of formation or organization.

**SECTION 3: APPLICATION PROCESS AND COMMUNICATIONS**

**3.1 KEY DATES AND DEADLINES**

KEY ACTIVITIES	KEY DATES
Notice of Funding Opportunity	June 3, 2020

<b>Application Deadline – <i>The final deadline to submit an application for funding is June 30, 2020 @ 5:00PM</i></b>	
<b>Announcement of Funding</b>	July 10, 2020

**3.2. SUBMISSION**

1. Applications and related materials can be submitted online by Application Deadline specified above at the online portal available at:  
[https://stlcsf.smapply.io/prog/stlouisco\\_cares\\_childcare](https://stlcsf.smapply.io/prog/stlouisco_cares_childcare)
2. Applications received after the Application Deadline will not be accepted or considered.

**3.3 COMMUNICATIONS**

1. The designated points of contact for this RFP are Andrea Jackson Jennings, Department Director, St. Louis County Department of Human Services and Emily Koenig, Acting Executive Director, St. Louis County Children’s Service Fund.
2. Any questions regarding this Notice shall be submitted in writing. Questions and requests for clarification may be submitted via email to:  
[humanitarian@stlouisco.com](mailto:humanitarian@stlouisco.com).
3. Contact with any representative, other than that outlined herein, concerning this Notice is prohibited. “Representative” shall include, but not be limited to, all elected and appointed officials, and employees of County and the agencies within the County.

**3.4 REVISIONS TO FUNDING OPPORTUNITY**

Any changes or updates to this funding opportunity will be in the form of an addendum posted on the County’s website at [stlouiscareshumanitarian.com](http://stlouiscareshumanitarian.com). It is the proposer’s responsibility to monitor the site for any addenda.

<b>SECTION 4: DESCRIPTION OF THE FUNDING OPPORTUNITY</b>
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**4.1 TIMING AND AMOUNT OF PAYMENTS**

1. The Child Care Relief Program is intended to assist child care facilities by helping provide funding for: (i) costs of business interruption caused by COVID-19; and (ii) costs to facilitate compliance with County and CDC public health guidelines relating to COVID-19, including, but not limited to, modifications to allow for social

distancing and the purchase of disinfecting and cleaning supplies and personal protective equipment.

2. Funds will be based on child care capacity and will be comprised of the following components:

Child Capacity	Business-Interruption Component	Public-Health Compliance Component	Total Payment
10 or Less	\$1,000 / month @ 3 months	\$150 / month @ 3 months	\$3,450
11 – 50	\$2,750 / month @ 3 months	\$300 / month @ 3 months	\$9,150
51 – 100	\$5,000 / month @ 3 months	\$500 / month @ 3 months	\$16,500
Over 100	\$7,000 / month @ 3 months	\$1,000 / month @ 3 months	\$24,000

#### 4.2 ELIGIBLE EXPENDITURES

1. Business-Interruption Component: This component provides reimbursement for COVID-19-related business interruption costs.
2. Public-Health Compliance Component: This component helps covers expenses associated with achieving and maintaining compliance with County and CDC public health guidelines for COVID-19, including, but not limited to: modifications to allow for social distancing; cleaning and disinfecting supplies and equipment; personal protective equipment; screening equipment; and sanitizing solutions.
3. The County reserves the right to impose requirements and restrictions, including on the use of the funds provided under the Child Care Relief Program, that are not contrary to the terms of this Notice, the CARES Act, 42 U.S.C. § 801, and other applicable laws, rules, regulations, and governmental decisions and interpretations thereof. By submitting an Application in response to this Notice, each proposing party acknowledges and agrees to the foregoing and that such requirements and restrictions are subject to revision from time to time.

#### 4.3 INELIGIBLE EXPENDITURES

1. Any cost or expenditure of funds provided under the Child Care Relief Program that does not meet the requirements set forth in Section 4.2 above – or any of the other requirements described in this Notice – is prohibited.
2. Without limiting the generality of the foregoing, the following is a non-exhaustive list of expenditures and other uses of funds provided under the Child Care Relief Program that are **prohibited**:
  - Expenses that have been, or will be, reimbursed by any other source, including under any federal program, such as reimbursement by the federal

- government, whether pursuant to the CARES Act or otherwise.
- Reimbursement to donors for donated items or services.
  - Severance pay.
  - Legal settlements.
  - Damages covered by insurance.
  - Assistance to meet tax obligations.
  - Expenditures that are not necessary to respond to the COVID-19 public health emergency.
  - Capital improvement projects that are not necessary expenditures incurred due to the COVID-19 public health emergency.

Other requirements and conditions may apply to funds provided under the Child Care Relief Program, including but not limited to, any applicable requirements, terms, and conditions under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## **SECTION 5: APPLICATION REQUIREMENTS**

Applications are due by the Application Deadline specified above. Applications submitted will be reviewed to ensure information is complete and submitted by an eligible applicant. This is a non-competitive funding opportunity.

To standardize submissions and assist in evaluation, applications must include the information and documentation described below:

1. Each applicant shall submit the following via the online application management system noted in section 3.2.1. The following components are required and included within the online application:
  - a. Application (the “**Application**”), duly completed and duly executed by an authorized officer or other authorized representative of the applicant via (insert SM Apply link)
  - b. Detailed, line-item budget listing, separately: (a) the business interruption costs caused by COVID-19 for which applicant seeks reimbursement; and (b) costs associated with achieving and maintaining compliance with County and CDC guidelines related to COVID-19 for which applicant seeks reimbursement or coverage.
  - c. Work Authorization Affidavit for Business Entities pursuant to 285.530 R.S.Mo.
  - d. Child Care Relief Program Certification.
  - e. The applicant’s most recent fiscal year budget
2. Each applicant must also submit a Certificate of Good Standing (or equivalent) issued by the State of the applicant’s organization, or, if the applicant does not have a Certificate of Good Standing, a written explanation explaining in reasonable detail

why such documentation is unavailable.

3. The organization's W-9 form will be collected after award notification during the contracting process. The organization's award is contingent upon proper documentation.

## **SECTION 6: CONTRACT FORMATION**

### **6.1 CONTRACT FORMATION**

In order to receive funds under the Child Care Relief Program, applicants will be required to sign an agreement that covers County, state and federal terms and conditions. The terms contained in Section 7 ("**Contract Requirements**") of this Notice will be included in the agreement. The agreement shall be based on the terms contained in Section 7, the application documents, the application submitted, and the legal requirements applicable to the Child Care Relief Program.

## **SECTION 7: CONTRACT REQUIREMENTS**

The following contract terms, in addition to the terms and conditions otherwise set forth herein, will be included in the funding agreement (the "**Contract**") to be entered into by the County and each recipient of funds from the Child Care Relief Program (each a "**Recipient**").

The County expressly reserves the right to include any additional or different terms in the Contract.

### **7.1 USE OF FUNDS**

1. The Recipient shall use the amounts paid under the Child Care Relief Program solely for the purposes of set forth in (and subject to any restrictions or limitations to be specified in) the Notice, the Application, and the Contract.
2. The Recipient shall ensure that the amounts paid under the Child Care Relief Program are spent as outlined in the Notice, the Application, the Contract, and as required by the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith.
3. The Recipient shall ensure, certify, warrant, and represent that all uses and expenditures by the Recipient of the amounts provided under the Child Care Relief Program will comply with all Federal statutes, regulations, and the terms and conditions of the CARES Act applicable to the Coronavirus Relief Fund and awards and subawards made thereunder, including that such uses and expenditures: (a) are necessary to respond to the public health emergency with respect to COVID-19; and (b) are not for any ineligible purpose under the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith.
4. The Recipient shall ensure, certify, warrant, and represent that the Recipient is not

debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County assistance, funding, programs or activities.

5. The Recipient shall ensure, certify, warrant, and represent that it is, or has been, audited when required by Subpart F—Audit Requirements of 2 CFR Part 200.

## **7.2 SUBCONTRACTS, SUBGRANTS, AND SUBAWARDS**

1. The Recipient shall not make any subgrants or subawards from the funds provided under the Child Care Relief Program.
2. The Recipient shall not enter into any subcontracts relating to any funds provided under the Child Care Relief Program.

## **7.3 RETURN OR REPAYMENT OF AWARDS**

1. The Recipient shall immediately repay to the County any funds that the County, the United States Department of the Treasury, or any other appropriate governmental authority determines were expended or otherwise used in violation of the CARES Act, 42 U.S.C. § 801(d), and any applicable regulations and guidance issued in connection therewith, including expenditures that were not necessary to respond to the COVID-19 public health emergency.

## **7.4 INDEPENDENT RECIPIENT**

The relationship of the Recipient to the County shall be that of independent contractor, and no principal agent or employer-employee relationship is created by the Contract.

## **7.5 CONFLICT OF INTEREST**

The Recipient shall not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family.

## **7.6 NON-DISCRIMINATION OF EMPLOYMENT**

The Recipient shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. The Recipient shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of the Recipient's noncompliance with the provisions of this paragraph, the

contract may be terminated or suspended in whole or in part and Applicant may be declared ineligible for further County contracts.

**7.7 CHANGES IN CONTRACT**

The Contract may be changed only upon the written agreement of the parties.

**7.8 GOVERNING LAW**

The Contract will be made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri, subject to application of the CARES Act and any related federal laws, rules, regulations, and guidance, shall govern the construction of the Contract and any action or causes of action arising out of the Contract. All claims or causes of action arising out of the Contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

**7.9 WORDING CONFLICTS**

Should there be a conflict in wording between the Contract and the Recipient's application, the Contract shall prevail. The Recipient's application shall be attached and incorporated into the Contract.

**7.10 INDEMNIFICATION**

To the extent allowed by law, the Recipient shall indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including but not limited to attorneys' fees arising out of or resulting from (i) injuries to persons or damage to property occasioned by any acts or omissions of the Recipient, its subcontractors, agents, independent contractors or employees, (ii) any breach of the covenants, representations, certifications, and warranties made by the Recipient in connection with the application or the provision of funds under the Child Care Relief Program, (iii) any determination by the County, the United States Department of the Treasury, or any other governmental authority or as otherwise determined by a court of law, that the Recipient's administration or expenditure of the funds awarded under the Child Care Relief Program was inconsistent with, or in violation of, any applicable law, including the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, or (iv) any use of the funds provided under the Child Care Relief Program to the Recipient, or the performance of the services or activities relating thereto, or any other activities of the Recipient, its subcontractors, agents, independent contractors, or employees.

**7.11 CONTINGENT FEE**



The Recipient represents and warrants that no agreement has been made with any person or agency to solicit or secure the Contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person. For breach of this representation and warranty by the Recipient, the County may, by written notice to the Recipient, terminate the right of the Recipient to proceed under the Contract and will be entitled to pursue the same remedies against the Recipient as it could pursue in the event of a breach of the Contract. As a penalty in addition to any other damages to which it may be entitled to by law, the County may recover exemplary damages in an amount to be determined by the County. The rights and remedies of County as provided in this Section will not be exclusive and are in addition to any other rights or remedies as provided by law.

#### **7.12 BOOKS AND RECORDS**

The Recipient shall generate and maintain, in accordance with appropriate accounting practices and procedures, book, records, ledgers, receipts, accounts, back-up documents, and all other information sufficient to demonstrate that all funds provided under the Child Care Relief Program to the Recipient were used and expended in accordance with the Notice, the Application, the Contract, the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, including that any uses and expenditures are necessary to respond to the public health emergency with respect to COVID-19, and are not for any ineligible purpose under the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith. The Recipient will retain originals of those records for five (5) years.

#### **7.13 REPORTING**

1. Recipient acknowledges that information regarding its receipt of funds under the Child Care Relief Program may be publicly disclosed under applicable legal requirements, including the Recipient's name, location, and the amount of funds received.
2. No later than the 30th day of each calendar month, the Recipient shall provide to the County, in a form and manner to be prescribed by the County, a report containing the following:
  - a. the total amount of funds used or expended to date;
  - b. a line-item list of all uses and expenditures of the funds provided under the Child Care Relief Program to the Recipient, to the extent not included in a prior report, including, but not limited to, for each expenditure: date of the use or expenditure; amount of the use or expenditure; name, title, address of the payee or recipient; a description of what was acquired; the quantity of what was acquired; invoice number; invoice date; and any further information the County may require; and

- c. such other information as may be reasonably requested by the County.
3. No later than January 15, 2021, or such other date as the County may specify, the Recipient shall submit a final report to the County, in the form and manner to be determined by the County, providing the following information, to the extent not previously included in a prior report:
  - a. the total amount of funds used or expended;
  - b. a line-item list of all uses and expenditures of the funds provided under the Child Care Relief Program to the Recipient, not included in a prior report, including, but not limited to, for each use and expenditure: date of the use or expenditure; amount of the use or expenditure; name, title, address of the payee or recipient; a description of what was acquired; the quantity of what was acquired; invoice number; invoice date; and any further information the County may require;
  - c. a certification by the Recipient that all of its uses and expenditures of funds provided under the Child Care Relief Program comply with all Federal statutes, regulations, and the terms and conditions of the CARES Act applicable to the Coronavirus Relief Fund and awards and subawards made thereunder, and that any funds not expended, or used to reimburse appropriate costs, have been returned to the County; and
  - d. such other information as may be reasonably requested by the County.
4. The Recipient shall provide timely written notification to the County if any audit of the Recipient, including any audit conducted pursuant to Subpart F of 2 C.F.R. Part 200, discloses findings relating to funds awarded to Recipient from the Child Care Relief Program.

#### **7.14 AUDIT RIGHTS**

The County, including any designated representatives or designees, may conduct an audit of the Recipient on reasonable written notice to evaluate compliance with the requirements applicable to the award of funds provided under the Child Care Relief Program, the Contract, and all applicable state, federal, and County laws, regulations, and guidance, including but not limited to the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith. The Recipient shall cooperate with the County and its designee in performance of any such audit, and make documents and information available to the County when requested.

#### **7.15 Remedies**

If the County determines that Recipient materially fails to comply with any term of the Contract or any other applicable requirement, the County, in its sole discretion, may take such actions as appropriate and permitted by law, including, without limitation: wholly or partially suspending or terminating the Contract; requiring return of funds

provided to the Recipient; prohibiting Recipient from applying for or receiving additional funds for other programs administered by the County until repayment to the County is made and any other compliance or audit finding is satisfactorily resolved; terminating the Contract; imposing a corrective action plan; and withholding further awards.

**7.16 TERMINATION**

The County shall have the right to terminate the Contract immediately, with or without cause, in the exercise of its absolute and sole discretion, upon written notice to the Recipient. After receipt of such notice, the Contract shall automatically terminate without further obligation of the parties; provided, however, Recipient shall continue to be obligated to the County for the return of the funds provided under the Child Care Relief Program in accordance with applicable provisions of the Contract. Recipient must provide ninety (90) days written notice to County of intent to terminate the Contract.