

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and Child Care Coordinating Council (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on August 7, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, on June 18, 2002, the parties hereto amended said Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to further amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Agreement be further amended as follows:

1. Section 2 of the Agreement, Paragraph A, Payments, is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED FIFTY THREE DOLLARS (\$628,953) for the contract term.”

2. Schedule A, Paragraph IA, is hereby amended to read as follows:

“A. Prenatal to Three Initiative from July 1, 2001 through June 30, 2003.”

3. Schedule A, Paragraph IB is hereby amended to read as follows:

“B. Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2003.”

4. Schedule A, Paragraph IC is hereby added to read as follows:

“C. Prenatal to Three Initiative from July 1, 2003 through June 30, 2004.

Contractor agrees to the following scope of work:

1. Community Workers

- a. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall hire two (2) community workers, who shall be assigned to Pre-3. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour workweek.
- b. The community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone and computer. Each community worker shall have his/her own voice mailbox and email address.
- c. Staff supervision of the community workers shall be the responsibility of Contractor. Contractor shall assure that community workers meet minimum productivity requirements in terms of program duties and workload with input from County.

- d. Contractor shall provide the community workers with an extensive orientation to the Child Care Coordinating Council to help them become familiar with policies, procedures, and forms used by staff members.
- e. The community workers shall be fully functioning members of the Contractor's staff.
- f. The County shall be responsible for the assignment of families, caseload, case management, and training pertaining to the daily job functions of the community workers.
- g. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County.
- i. Contractor shall provide monthly reports to County, including a brief narrative describing the community workers' activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

2. Child Care Services

- a. Contractor shall provide at least two thousand, one hundred sixty hours (2,160) hours of childcare for Pre-3 clients. Clients in Pre-3 parenting classes and groups shall be the first priority. Childcare

requests shall be approved by County and processed by Contractor.

- b. Contractor shall ensure all providers who are caring for Pre-3 participants show proof of valid Social Security Numbers, be screened through the "TRUSTLINE" process, and be offered four (4) sessions of Home-Based child care training.
- c. Contractor shall provide Pre-3 families with child care referrals that meet their specific needs and ensure full parental choice.
- d. Contractor shall ensure that providers rendering child care services are paid in an accurate and timely manner.
- e. Contractor shall provide monthly reports to County, including a brief narrative describing childcare assistance given as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date."

5. Schedule A, Paragraph II, is hereby amended to read as follows:

"II. Duties to be Performed by County for Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2003."

6. Schedule B is hereby amended to read as follows:

"SCHEDULE B

CHILD CARE COORDINATING COUNCIL: 2001-04

I. Amount and Method of Payment

A. Prenatal to Three Initiative - July 1, 2001 through June 30, 2004, Budget Unit #62810

1. Payments FY 2001-02

a. Total funding for community worker services during FY 2001-02 shall not exceed TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$212,881), to be used as set forth under this Agreement.

Payments to Contractor for community worker services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$17,740.09	January 31, 2002	\$17,740.09
August 31, 2001	\$17,740.09	February 28, 2001	\$17,740.09
September 30, 2001	\$17,740.09	March 31, 2002	\$17,740.09
October 31, 2001	\$17,740.09	April 30, 2002	\$17,740.09
November 30, 2001	\$17,740.09	May 31, 2002	\$17,740.09
December 31, 2001	\$17,740.09	June 30, 2002	\$17,740.09

b. Total funding for childcare services during FY 2001-02 shall not exceed TEN THOUSAND SEVEN HUNDRED TEN DOLLARS (\$10,710), to be paid according to the following schedule at the end of each month beginning July 31, 2001:

\$7.14 per hour of childcare up to a maximum of \$10,710.

2. Payments FY 2002-03

a. Total funding for community worker services during FY 2002-03 shall not exceed TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS (\$219,267), to be used as set forth under this Agreement.

Payments to Contractor for community worker services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2002:

July 31, 2002	\$18,272.25	January 31, 2003	\$18,272.25
August 31, 2002	\$18,272.25	February 28, 2003	\$18,272.25
September 30, 2002	\$18,272.25	March 31, 2003	\$18,272.25
October 31, 2002	\$18,272.25	April 30, 2003	\$18,272.25
November 30, 2002	\$18,272.25	May 31, 2003	\$18,272.25
December 31, 2002	\$18,272.25	June 31, 2003	\$18,272.25

b. Total funding for childcare assistance during FY 2002-03 shall not exceed ELEVEN THOUSAND THIRTY-ONE DOLLARS (\$11,031) and shall be

paid according to the following schedule at the end of each month beginning July 31, 2002:

\$7.35 per hour of childcare up to a maximum of \$11,031.

3. Payment FY 2003-04

- a. Total funding for community worker services during FY 2003-04 shall not exceed FIFTY SIX THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS (\$56,462) per community worker, to be used as set forth under this Agreement. Total funding for community worker services during FY 2003-04 shall not exceed ONE HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$112,924), to be used as set forth under this Agreement.
- b. Payments to Contractor for community worker services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2003:

July 31, 2003	\$9,410.33	January 31, 2004	\$9,410.33
August 31, 2003	\$9,410.33	February 29, 2004	\$9,410.33
September 30, 2003	\$9,410.33	March 31, 2004	\$9,410.33
October 31, 2003	\$9,410.33	April 30, 2004	\$9,410.33
November 30, 2003	\$9,410.33	May 31, 2004	\$9,410.33
December 31, 2003	\$9,410.33	June 30, 2004	\$9,410.33

- c. Total funding for childcare assistance during FY 2003-04 shall not exceed FIFTEEN THOUSAND ONE HUNDRED FORTY DOLLARS (\$15,140), and shall be paid up to the Regional Market Rate set by the State Department of Education. Payments to Contractor for childcare services under this agreement shall be payable at the end of each month beginning July 31, 2003.

B. Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2003, Budget Unit - #62600

1. AFLP Payments

- a. For FY 2001-02, two payments, the first up to the maximum amount of SIXTEEN THOUSAND DOLLARS (\$16,000), and the second up to the maximum amount of FOURTEEN THOUSAND DOLLARS (\$14,000), upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2001.

Second (2nd) invoice for payment to be received by June 30, 2002.

- b. For FY 2002-03, two payments, each up to the maximum amount of

SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500), upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.
First (1st) invoice for payment to be received by December 31, 2002.
Second (2nd) invoice for payment to be received by June 30, 2003.

2. BIH Payments

a. For FY 2001-02, two equal payments in the amount of FIVE HUNDRED DOLLARS (\$500) upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2001.
Second (2nd) invoice for payment to be received by June 30, 2002.

b. For FY 2002-03, two equal payments in the amount of FIVE HUNDRED DOLLARS (\$500) upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2002.
Second (2nd) invoice for payment to be received by June 30, 2003.

II. Contractor shall submit all invoices utilizing invoice form provided by County.

In any event, the total amount of this entire Agreement shall not exceed SIX HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED FIFTY THREE DOLLARS (\$628,953) for the contract term. County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of August 7, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

CHILD CARE COORDINATING
COUNCIL

By: _____
Mark Church, President
Board of Supervisors, County of San Mateo

By: Janelle E. Stolley
Executive Director

Date: _____

Date: 4/9/04

ATTEST:

By: _____
Clerk of Said Board

Date: _____