

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 15 day of May, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for community worker and child care referral services on November 15, 2005; and

WHEREAS, the parties entered into an Amendment to the Agreement for community worker and child care referral services on September 12, 2006; and

WHEREAS, the parties wish to further amend the Agreement to extend the provisions of community worker and child care referral services for a third year.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED FIFTY TWO THOUSAND THREE HUNDRED FORTY DOLLARS (\$452,340).
2. Section 4 of the agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2008.

This Agreement may be terminated by Contractor, the Health Department Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Section 11, Paragraph G is added to read as follows:

G. Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and 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 in San Mateo County. 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.

4. Section 15 of the agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Health Department
Attn: Mary Hansell
225 37th Avenue, Room 125
San Mateo, California 94403

In the case of Contractor, to:

Child Care Coordinating Council of San Mateo County
Attn: Family Support Manager
2121 S. El Camino Real, A-100
San Mateo, California 94402

5. Revised Exhibit A (rev. May 17, 2006) is replaced with Revised Exhibit A (rev. May 1, 2007) and reads as follows:

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. Community Workers

- a. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between the County and the community workers. Contractor shall provide two (2) community

workers, who shall be assigned to the Prenatal to Three Initiative Behavioral Health Team. 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 work week.

- b. Community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. Each community worker shall have his/her own voice mailbox at Contractor's agency. Community Workers shall comply with County and Health Department policies regarding appropriate work attire.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job. Contractor shall provide yearly performance evaluations, with input from the County. Contractor shall provide County with at least two weeks to complete input on performance evaluations.
- d. With input from County, Contractor shall assure that the community workers meet minimum productivity requirements for Targeted Case Management (TCM) billable encounters and program duties. A TCM billable encounter is a face-to-face visit that includes completing and documenting one or more of the following service components: assessment; development of a written, comprehensive, individualized service plan; linkage and consultation; assistance with accessing services; crisis assistance planning; and periodic review. Community workers assigned to the Behavioral Health Team shall provide a minimum of fifteen (15) billable encounters per week for FY 2005-07, and twelve (12) billable encounters per week for FY 2007-08, with exceptions for participation in mental health groups, Touchpoints groups, Touchpoints coordination, and parenting classes. With other activities, community workers shall provide a minimum of ten (10) billable encounters per week. Contractor shall inform County in advance of community worker participation in non Pre-3 activities. Meeting minimum billable encounter requirements shall be a priority over participation in non Pre-3 activities. For FY 2005-07, one community worker shall coordinate Touchpoints group activities in addition to conducting home visits and managing cases.
- e. 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.
- f. The community workers shall be fully functioning members of the Contractor's staff.
- g. County shall be responsible for the assignment of families for case management, other job responsibilities, and training pertaining to the daily job functions of the community workers. Contractor shall be responsible for training and expenses related to career development. 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 TCM and/or Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County. Community workers shall participate in an annual time survey and shall document their daily activities through charting, including how delivered services comply with DHS guidelines for TCM-eligible encounters.
- 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.
- j. Contractor shall meet with County a minimum of three times per fiscal year during the contract period.

2. Child Care Services

- a. Contractor shall provide a maximum of nine thousand two hundred eleven (9,211) hours of childcare for Prenatal to Three Initiative clients. The maximum number of child care hours per fiscal year is:
 - FY 2005-06: 2,687 hours
 - FY 2006-07: 3,214 hours
 - FY 2007-08: 3,310 hours
 Clients in Pre-3 parenting classes and groups shall be the first priority. Childcare requests shall be approved by the County and processed by Contractor. Given funding availability, second priority shall be given to Pre-3 clients for emergency childcare.
- b. Contractor shall ensure all providers are licensed and complete appropriate contract paperwork.
- c. Contractor shall provide 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. Providers who have met the requirements of 2b shall be paid within ninety (90) days of receipt of an invoice by Contractor.
- e. Contractor shall provide monthly reports to County, including a brief narrative describing child care assistance as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

6. Exhibit B (rev. May 17, 2006) is replaced with Revised Exhibit B (rev. May 1, 2007) and reads as follows:

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

- 1. FY 2005-06: Total funding for community worker services shall not exceed ONE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED FIFTY EIGHT DOLLARS (\$123,158). For these services, Contractor shall be paid TEN THOUSAND TWO HUNDRED SIXTY THREE DOLLARS AND SEVENTEEN CENTS (\$10,263.17) at the end of each month between July 31, 2005 to June 30, 2006.

FY 2006-07: Total funding for community worker services shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS (\$126,852). For these services, Contractor shall be paid TEN THOUSAND FIVE HUNDRED SEVENTY ONE DOLLARS (\$10,571) at the end of each month from July 31, 2006 to June 30, 2007.

FY 2007-08: Total funding for community worker services shall not exceed ONE HUNDRED THIRTY THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$130,680). For these services, Contractor shall be paid TEN THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$10,890) at the end of each month between July 31, 2007 to June 30, 2008.

2. FY 2005-06: Total funding for childcare services shall not exceed TWENTY THOUSAND NINE HUNDRED DOLLARS (\$20,900). Contractor shall be paid at the end of each month between July 31, 2005 and June 30, 2006 as specified below:

- Contractor shall be paid a maximum of SEVEN DOLLARS (\$7.00) per hour for childcare up to a maximum of EIGHTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$18,810).
- Contractor shall be paid TWO THOUSAND NINETY DOLLARS (\$2,090) for administration of childcare program.

FY 2006-07: Total funding for childcare services shall not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000). Contractor shall be paid at the end of each month between July 31, 2006 and June 30, 2007 as specified below:

- Contractor shall be paid a maximum of SEVEN DOLLARS (\$7.00) per hour for childcare up to a maximum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500).
- Contractor shall be paid TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) for administration of childcare program.

FY 2007-08: Total funding for childcare services shall not exceed TWENTY FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$25,750). Contractor shall be paid at the end of each month between July 31, 2007 and June 30, 2008 as specified below:

- Contractor shall be paid a maximum of SEVEN DOLLARS (\$7.00) per hour for childcare up to a maximum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500).
- Contractor shall be paid THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250) for administration of childcare program.

3. Contractor shall submit all invoices by the 15th of the month for services delivered in the previous month utilizing the invoice form provided by County. The original of the invoice should be mailed to Leila Delarosa, Health Department Accounting, 225 West 37th Avenue, San Mateo, 94403. One copy each should be sent to Kristine Averilla at Pre-3, 150 West 20th Avenue, San Mateo, CA 94403. Upon approval of invoice, Contractor shall be paid.

4. In any event, the total amount of this Agreement shall not exceed FOUR

HUNDRED FIFTY TWO THOUSAND THREE HUNDRED FORTY DOLLARS (\$452,340) for the agreement term. County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.

7. All other terms and conditions of the agreement dated November 15, 2005 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY


Contractor's Signature

Date: 5-15-07

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Child Care Coordinating Council of SMC	Phone:	650-655-5648
Contact Person:	Janette E. Stolley	Fax:	650-286-1176
Address:	2121 S. El Camino Real Suite A-100 San Mateo, CA 94403		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Janette E. Stolley
Signature

Date

5-15-07

Janette E. Stolley
Name

Title

Executive Director