

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILD CARE COORDINATING COUNCIL, 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 the purpose of providing Stage 2 Child Care and Child Development services as required by the California Department of Education on July 22, 2008; and

WHEREAS, the parties wish to amend the Agreement to add funding for Fiscal Year 2009-10.

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

1. Section 2 of the Agreement is amendment to read as follows:
 2. **Services to be performed by Contractor**
In consideration of the payments set forth herein and in Exhibits "D" and "D1", Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in "Exhibits "B" and "B1".
2. Section 3 of the Agreement is amendment to read as follows:
 3. **Payments**
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "B" and "B1". County shall make payments to Contractor based on the rates and in the manner specified in Exhibits "D" and "D1." 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 fiscal obligation for Fiscal Year 2009-10 exceed \$1,287,882. Funding for Fiscal Year 2010-11 will be in the form of an Amendment as funding is allocated by the California Department of Education.

3. Exhibit B1 – Program/Project Description – is added to the Agreement (See Attached).
4. Exhibit D1 – Method and Rate of Payment - is added to the Agreement (See Attached).
5. **All other terms and conditions of the Agreement dated July 22, 2008, 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: _____
Mark Church, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CHILD CARE COORDINATING COUNCIL

Contractor's Signature

Date: _____

PROGRAM/PROJECT DESCRIPTION
Child Care Coordinating Council (4Cs)
July 1, 2009 through June 30, 2010

In consideration of the payments set forth in Exhibit “D1”, Contractor shall provide the following services:

Description of Services

The Contractor shall provide county-wide services to child care providers and families of diverse social economic and cultural backgrounds as follows:

- 1) Provide child care and child development services to CalWORKs Stage 2 eligible families in accordance with the Funding Terms and Conditions and Program Requirements for Child Development Programs as set forth by the California Department of Education (CDE) Child Development Division (CDD) for CalWORKs Stage 2 C2AP (California “Stage 2” Alternative Payment Program), for the term of the Agreement.
- 2) Adhere to all applicable laws, regulations and guidelines governing the administration of Stage 2 funding including, but not limited to, Code of Federal Regulations 45; the Child Care and Development Block Grant Act of 1990; the Personal Responsibility and Work Opportunity Reconciliation Act of 1996; the Omnibus Budget Reconciliation Act of 1990, Public Law 101-508; Child Abuse Prevention and Treatment Act, Public Law 102-586; Improper Payments Information Act of 2002; California Education Code; California Health and Safety Code; California Code of Regulations Titles 5 & 22; CDE CDD Best Practice and Monitoring Guidelines for the term of the Agreement.
- 3) Implement best practices identified pursuant to subdivision (c), Education Code Section 8385 (f) which states “in developing its recommendations, the department shall place priority on prevention of fraud and overpayments, and shall consider existing best practices for doing so”.
- 4) Administer child care subsidy payments to an estimated 145 families with children ranging in age from 0 – 12 years, up to the maximum amount allocated pursuant to the Agreement,

depending on State budget constraints, 4Cs allowable administrative costs, State reimbursement rate ceilings, the State Median Income scale and local economic conditions.

Stage 2 Enrollments:

The Contractor will enroll Stage 2 eligible families in collaboration with the San Mateo County Human Services Agency, in the following manner:

- 1) Through a seamless transfer process for parents terminated from cash aid within 24 months who are already receiving subsidized child care services under Stage 1.
- 2) Through a seamless transfer process for parents terminated from cash aid within 24 months who were receiving subsidized child care services from another Alternative Payment Program or County Agency under Stage 2 elsewhere in the State of California.
- 3) Through a referral process for parents terminated from cash aid within 24 months and are receiving subsidized child care services under Stage 1 but are using a provider that is not deemed an eligible provider under CDE guidelines and rules for Alternative Payment Programs.
- 4) Through a referral process for parents terminated from cash aid with 24 months and are requesting subsidized child care services from the San Mateo County Human Services Agency and/or the Child Care Coordinating Council, using the San Mateo County Centralized Eligibility List administered by Child Care Coordinating Council or from any other County Agency or Alternative Payment Program in the State of California.

Seamless Transfers:

Under the auspices of the Agreement, interagency transfers from Stage 1 or Stage 2 will be administered seamlessly (without a break in services) when all of the following conditions are present:

- 1) The Human Services Agency, or other transferring agency, supplies all data elements required for a seamless transfer under the auspices of C2AP Stage 2 Funding Terms and Conditions.

- 2) The Human Services Agency, or other transferring agency, supplies a copy of documentary evidence of the parent's cash aid discontinuance date acceptable to CDE.
- 3) The Human Services Agency, or other transferring agency, supplies copies of a completed IRS form W-9 "Request for Taxpayer Identification Number" and licensing status information of the provider.
- 4) The requested provider is deemed an eligible provider in accordance with CDE guidelines and rules including, but not limited to, rules related to minimum wage and trustline clearance status for license exempt individual providers.
- 5) The effective date of the transfer does not precede the date of receipt of the transfer documentation by the receiving agency.

Resource and Referral:

In addition to the services outlined above, the Contractor, as the Resource and Referral Agency for San Mateo County will provide the following services:

- 1) Provide Resource and Referral Services to over 14,000 families and 1,000 child care providers annually.
- 2) Administer the Centralized Eligibility List for 32 agencies in San Mateo County maintaining over 5,000 records of children in need of child care.
- 3) Maintain Trustline Application Data Collection and Oversight for all San Mateo County Alternative Payment Programs.
- 4) Administer the Interagency Transfer Database and Data Collection.
- 5) Research contributors to the Child Care Portfolio; Indicators for a Sustainable San Mateo County, Children in Our Community; A Report on their Health and Well-Being, Child Care and

Transit: Making the Link in California, and the Child Care Partnership Council's Need's Assessment.

Tri Agency Collaboration:

The Contractor will work collaboratively with the Professional Association for Childhood Education and the Human Services Agency to ensure maximum interagency communication, transparency and cooperation in developing program policy alignment, customer service, fraud prevention and smooth transfer/referral operations during the life of the Agreement.

**METHOD AND RATE OF PAYMENT
Child Care Coordinating Council (4Cs)
July 1, 2009 through June 30, 2010**

In consideration of the services provided by Contractor in Exhibit “B1”, County shall pay Contractor based on the following fee schedule:

Each year the Contractor receives an allocation of the funds allotted to the Human Services Agency (HSA) by the California Department of Education (CDE). HSA annually, at its discretion, will determine Stage 2 funding distribution percentages for any Stage 2 funds received from CDE. For FY 2009-2010 this amount is 70% of the total funds received by HSA from CDE. Allowable administrative costs may not exceed the percentage amount permitted for such costs by the laws and regulations of the State of California including, but not limited to, the California Code of Education, California Code of Regulations Title 5 and California Department of Education Child Development Division C2AP Stage 2 Contract Funding Terms and Conditions.

Fiscal Provisions

Allocations	FY 2009-10	FY 2010-11
4Cs Allocation	\$1,287,882	To Be Determined*
CDE Allocation to HSA	\$1,839,832	To Be Determined*

** Amounts for 2010-11 will be determined by the amount allotted to the County of San Mateo from CDE during that Fiscal Year.*

Payment Schedule

Upon execution of this Amendment, the County shall pay Contractor \$429,294 or 1/3 of the Contractor’s total allocation for the FY 2009-10, as advance payment toward allowable invoiced costs for services described in Exhibit B1. In the event that such costs are a negative amount, such costs will be deducted from future allowable invoiced costs until fully liquidated. The remaining \$858,588 will be paid to the contractor as described below after the \$429,294 advance payment has been liquidated, for allowable costs invoiced for services as described in Exhibit B1.

The Contractor shall provide monthly reporting as described in Exhibit C and provide services as described in Exhibit B1 to fully expend the contract amount allocated by HSA for Fiscal Year 2009-10. In no event shall services exceed \$1,287,882 for FY 2009-10.