

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

THIS SECOND 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 amended the Agreement on August 4, 2009, to add funding for Fiscal Year 2009-10.

WHEREAS, the parties now wish to further Amend the Agreement to add the remaining allocation for FY 2009-10.

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

1. Section 2 of the Agreement is amended to read as follows:

2. **Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibits "D", "D1" and "D2", Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in "Exhibits "B", "B1" and B2.

2. Section 3 of the Agreement is amended 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" "B1" and "B2". County

shall make payments to Contractor based on the rates and in the manner specified in Exhibits "D" "D1" and "D2". 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 \$3,418,404. 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 B2 – Program/Project Description – is added to the Agreement (See Attached).
4. Exhibit D2 – 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, and as Amended on August 4, 2009, 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: _____
Richard S. Gordon, 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 Exhibits B, B1, and B2, 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 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 who are currently receiving or who stopped receiving cash aid within 24 months.
- 2) Through a referral process for parents who stopped receiving 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.
- 3) Through a referral process for parents who have stopped receiving cash aid within 24 months and are requesting subsidized child care services from the San Mateo County Human Services Agency and 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.

Contractor Will:

- 1) Work collaboratively with Professional Association of Childhood Education (PACE) to develop transparent standards and procedures for distribution of Stage 2 cases identified in accordance with Exhibits B, B1 and B2 of the Agreement to account proportionately for all major case variables including, but not limited to: numbers and ages of children served, parent/child ratios per family, provider types, seamless transfer eligibility, families served previously by an agency, and estimated cost of services.
- 2) Establish eligibility for Stage 2 Child Care and Child Development Services which will be confirmed by the Human Services Agency (HSA) as families are identified in accordance with Exhibits B, B1 and B2 of the Agreement.
- 3) Review completed transfer/referral documentation packets, as they become available throughout each month, for completeness and follow-up and enter details about each case in a database maintained on behalf of the Tri-Agency collaborative.
- 4) Distribute cases proportionately between the Contractor and PACE in accordance with the standards and procedures developed in item one above.
- 5) Administer subsidized child care services without a break in care for cases which qualify for seamless transfer as described in Exhibits B, B1 and B2 of the Agreement.
- 6) Contact each family in writing with instructions and deadlines for completing a Stage 2 data file in accordance with all applicable laws, regulations, funding terms and conditions and individual agency business policy.
- 7) Submit quarterly follow-up data on each family transferred or referred as requested by HSA including, but not limited to: Enrollment and recertification status, length of enrollment, reason for termination, number of breaks in care during eligibility period, and frequency and duration of subsequent return(s) to cash aid.
- 8) Compile and distribute analytical data in accordance with the standards and procedures developed in item one above.
- 9) Meet quarterly for budget and program monitoring of the Stage 2 child care program and any other issues affecting all child care programs in San Mateo County.

- 10) Submit invoice to the County along with the California Department of Education (CDE) Fiscal Report forms CDFS-9500 and the CDE Caseload Report forms (<http://www2.cde.ca.gov/cdfs>) as required by CDE by the 17th of each month for services performed for the previous month.
- 11) Respond, in collaboration with HSA, to any CDE-initiated Compliance Monitoring Review requests or Alternative Payment Monitoring Unit reviews as instructed by HSA and CDE.
- 12) Re-certify the Stage 2 families on cash-aid every three months to ensure eligibility for services.
- 13) Create a special code in their data base for Stage 1 cases on cash aid to be easily identified for data or other purposes.
- 14) Provide Stage 2 Notices of Action (NOAs) that modify child care needs or the parents' Welfare-to-Work plan to HSA staff.

HSA will:

- 1) Confirm eligibility for Stage 2 Child Care and Child Development Services as families are identified in accordance with Exhibits B, B1 and B2 of the Agreement.
- 2) Provide the information contained in the nine data elements per CDE requirements.
- 3) Provide last date of cash aid for cases off cash aid and designate "Active" on the transfer form any cases transferred that are still on cash aid.
- 4) Provide 4Cs and PACE any NOAs or revised Welfare-to-Work plans that support continued Stage 2 child care needs.
- 5) Deliver completed transfer/referral documentation packets to the Contractor as they become available throughout each month.
- 6) Maintain a list of parents receiving cash aid and monitor their status monthly.
- 7) Notify the Contractor of any families on the transfer list that have re-applied for cash aid.
- 8) Meet quarterly for budget and program monitoring of the Stage 2 child care program and any other issues affecting all child care programs in San Mateo County.
- 9) Transfer documentation to be provided to 4Cs and PACE by the fifteenth of each month.
- 10) Upon receipt and approval of the monthly invoice and the Fiscal and Caseload Report forms, issue to 4Cs by the 30th of the month an amount equal to the allowable costs of the invoice.

**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 Exhibits B, B1 and B2, 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	\$1,423,404	To Be Determined*
CDE Allocation to HSA	\$2,033,435	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

This Second Amendment provides the contractor an augmentation in the amount of \$135,522 for a total contract amount of \$1,423,404 for FY 2009-10. The County shall pay Contractor toward allowable invoiced costs for services described in Exhibits B, B1 and B2.

The Contractor shall provide monthly reporting as described in Exhibit C and provide services as described in Exhibits B, B1 and B2, to fully expend the contract amount allocated by HSA for Fiscal Year 2009-10. In no event shall services exceed \$1,423,404 for FY 2009-10.