

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PROFESSIONAL ASSOCIATION OF CHILDHOOD EDUCATION, 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 “B” “B1” and “B2”, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits “A”,“A1” and “A2”.
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 "A", "A1" and "A2" County shall make payments to Contractor based on the rates and in the manner specified in Exhibits "B", "B1" and "B2". 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 \$1,465,031. 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 A2 – Program/Project Description – is added to the Agreement (See Attached).
4. Exhibit B2 – 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

PROFESSIONAL ASSOCIATION OF CHILDHOOD EDUCATION (PACE)
Giuliana M. Halasz, MSW, President

Contractor's Signature

Date: _____

PROGRAM/PROJECT DESCRIPTION
Professional Association of Childhood Education
(PACE)
July 1, 2009 through June 30, 2010

Contractor Will:

- 1) Work collaboratively with Child Care Coordinating Council (4Cs) to develop transparent standards and procedures for distribution of Stage 2 cases identified in accordance with Exhibits A, A1 and A2 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 A, A1 and A2 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 4Cs 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 A, A1 and A2 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 monthly follow-up data on each family transferred or referred as requested by HSA including, but not limited to: Enrollment and recertification status, change in employment 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 (Attachment A) 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 A, A1 and A2 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 PACE and 4Cs by the fifteen of each month.
- 10) Upon receipt and approval of the monthly invoice and the Fiscal and Caseload Report forms, issue to PACE by the 30th of the month an amount equal to the allowable costs of the invoice.

**METHOD AND RATE OF PAYMENT
Professional Association for Childhood Education (PACE)
July 1, 2009 through June 30, 2010**

In consideration of the services provided by Contractor in Exhibits A, A1 and A2, 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 30% 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: 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
PACE Allocation	\$610,031*	To Be Determined*
CDE Allocation to HSA	\$2,033,435*	To Be Determined*

** Amount 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 \$58,081 for a total contract amount of \$610,031 for FY 2009-10. The County shall pay Contractor toward allowable invoiced costs for services described in Exhibits A, A1 and A2.

The Contractor shall provide monthly reporting as described in Exhibit C and provide services as described in Exhibits A, A1 and A2 to fully expend the contract amount allocated by HSA for each Fiscal Year of the contract. In no event shall services exceed \$610,031 for FY 2009-10.