

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of ____, 2018, 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, on June 28, 2016, the County entered into an Agreement with the Child Care Coordinating Council of San Mateo County, for the provision of the California Alternative Placement Program (CAPP) in the amount of \$3,176,544 and a term of July 1, 2016 through June 30, 2019; and

WHEREAS, the parties wish to amend the Agreement and increase the total obligation amount by \$490,570, for a new total obligation not to exceed \$3,667,114 to align with grant allocations.

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

1. Paragraph 1 is hereby amended to read as follows:

Exhibit A – CAPP Child Care Services

Exhibit A1 – Title IV-E Child Care Services

Exhibit B - CAPP Child Care Payments and Rates (revised 10/2018)

Exhibit B1 - CAPP Child Care Payments and Rates (revised 10/2018)

Exhibit C - CAPP Performance, Financial Monitoring and Reporting Requirements

Exhibit C1 - Title IV-E Performance, Financial Monitoring and Reporting Requirements

Exhibit D - Program Requirements for Alternative Payment Programs CAPP

Exhibit E – Fingerprinting Certification Form

Exhibit F – Child Abuse Prevention Reporting

2. Paragraph 4 – Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specification set forth herein and in Exhibits A, A1, C, C1, D and F, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B (revised 10/2018) and B1 (revised 10/2018). The County reserves the right to withhold payment if the County determines that the quantity and quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE MILLION SIX HUNDRED SIXTY SEVEN THOUSAND AND ONE HUNDRED FOURTEEN DOLLARS (\$3,667,114)**.

3. Exhibit A – Services, section 9, is hereby amended to read as follows:

Invoice HSA monthly on a cost reimbursement basis for actual costs incurred for CAPP child care services and enrolling HSA-referred families, including the 17.5% Administrative and Supportive services costs (made of 15% administrative and 2.5% supportive services).

4. Exhibit B - CAPP Child Care Payments and Rates (revised 10/2018) hereby replaces the original Exhibit B in its entirety and is attached hereto.

5. Exhibit B1 - Title IV-E Child Care Payments and Rates (revised 10/2018) replaces the original Exhibit B1 in its entirety and is attached hereto.

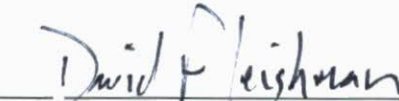
All other terms and conditions of the agreement dated June 28, 2016 between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY


Contractor Signature

11/1/18
Date


Contractor Name (please
print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit B - CAPP Child Care Payments and Rates (revised 10/2018)

In consideration for the services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule:

A. Invoicing

1. Pursuant to CFR, Title 2, as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in Section 5 of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
2. Separate invoices are required for each CAPP and Title IV-E. County will be unable to accept CAPP and Title IV-E combined invoices.
3. Contractor shall invoice County monthly for reimbursement of actual costs incurred for services described in Exhibit A and in compliance with the terms and conditions of this agreement. Administrative and Support services shall not exceed 17.5% of the allocation claiming expense. Of the 17.5%, Administrative fee costs shall be limited to 15% of CAPP allocation and Support Services shall be limited to 2.5% of CAPP allocation.
4. Contractor will invoice County by the 17th of each month for reimbursement and disbursements for actual costs incurred in the performance of this Agreement based on the budget shown in Exhibit B. Invoices must include:
 - a. Invoice number
 - b. Date
 - c. Agreement number
 - d. Cost incurred detailed by line item in reference to, but not limited to:
 - Salaries, fringe benefits, travel, equipment, supplies and any other functions or services included in the cost to perform services under this Agreement.
 - e. Invoices must also include the cumulative amount to date.
5. The final invoice must be clearly marked "Final". The final invoice must be submitted within seven (7) days of the expiration date of this Agreement shown in Section 5 of the Agreement. The final invoice must include the following certification:

- a. "Payment of this invoice constitutes complete satisfaction of all County obligations under Agreement number [use the assigned agreement number] and constitutes the completion of all services by the Sub Recipient. The County is hereby released from all further claims and obligations under this Agreement upon payment of this final invoice."
6. Invoices and back up documentation shall be submitted electronically to the Child Care Manager (LStrachan@smcgov.org) with a copy to the Fiscal Claiming Manger (HAten@smcgov.org).

B. Method of Payment – CAPP Child Care

1. County shall pay Contractor on a cost-reimbursement basis upon receipt and approval of invoices. Payments for services shall not exceed the total Agreement obligation provided in Section 4 of the Agreement and based on the cost estimates in Exhibit B.
2. CAPP funding includes annual State allocations, maintenance of effort (MOE) and County contingency funds as authorized by the County. The base funding for this Agreement is from State allocations and which is contingent on actual funding allocation to the County by the State.
3. Pursuant to California Education Code Section 8275.5, County is including a Voluntary and Temporary Transfer (VTT) of \$75,000 for Fiscal Year 2017-18. County received approval of these funds as a County that is "over-earning" in its existing CAPP agreements.

C. Financial Reporting Requirements

1. Contractor will submit monthly Financial Cost Reports no later than the 17th of each month, except for June invoices, which shall be submitted by July 7 of each year. The Financial Cost Report shall include:
 - a. Form CDFS9500,
 - b. Invoices generated by Contractor,
 - c. Total parent fees,
 - d. Summary of provider statements
 - e. Specify all amounts being claimed, including administrative costs, in a monthly spreadsheet that itemizes all expenses in a format as specified by the Human Services Agency. A spreadsheet shall be provided to Contractor by the Human Services Agency in accordance with their specifications.

2. Once a quarter, Contractor shall provide a summary claiming status that outlines the CAPP, Title IV-E, and Stage II¹ programs in a format as specified by the Human Services Agency. A spreadsheet shall be provided to Contractor by the Human Services Agency in accordance with their specifications.

D. CAPP Program Allocations and Funding

1. Funding for FY 2016-17

County has fulfilled its fiscal obligation for CAPP services in Fiscal Year 2016-17 as detailed by the table below.

| FY 2016-17 | |
|---|------------------|
| Actual CAPP Allocation Expended | \$626,098 |
| Actual County Maintenance of Effort Expended | \$0.00 |
| Total Paid for FY16-17 | \$626,098 |

2. Estimate Funding for FY 2017-18 and 2018-19

The following total amounts are estimated for the CAPP program in Fiscal Year 2017-2018 and FY 2018-2019. Final amount for these fiscal years will be based on the number of children served, claiming and program audit by August 2019.

| | FY 2017-18 | FY 2018-19 |
|-------------------------------------|-------------------|-------------------|
| CAPP ALLOCATION (Actual) | \$841,160 | \$841,160 |
| Available VTT | \$75,000 | <i>N/A</i> |
| County Maintenance of Effort | \$76,848 | \$76,848 |
| Total Funding | \$993,008 | \$918,008 |

a. Actual CAPP Allocation

¹ 4Cs has entered into a separate agreement with the Human Services Agency to provide Stage II child care services.

County has received the total allocation for fiscal years 2017-18 and 2018-19. Administrative costs shall be limited to 15% of CAPP allocation and Support Services shall be limited to 2.5% of the CAPP allocation for each fiscal year.

b. MOE - County funding

Up to \$76,848 MOE available for each fiscal year of the agreement as approved by the County.

c. Voluntary Temporary Transfer (VTT)

A one-time amount of \$75,000 is available for fiscal year 2017-18 to compensate for more children being served than anticipated.

d. Contingency Funding

An aggregate contingency amount of \$320,000 has been included in this agreement. This aggregate amount will be shared between the CAPP and Title IV-E programs. Use of contingency funds must be authorized in advance by the County. In order for contingency funds to be used, Contractor must expend all other funding sources allocated for CAPP program prior to authorization and/or all other funding sources for the Title IV-E program. Contingency funds are only available for fiscal year 2018-19. Contractor shall notify the County in advance when funding falls below 25% of the total funding sources for CAPP program and/or the Title IV-E program so that County may monitor expenses and authorize contingency funding if needed.

(End of Exhibit B)

Exhibit B1 - Title IV-E Child Care Payments and Rates (revised 10/2018)

In consideration for the services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule:

A. Invoicing

1. Pursuant to CFR, Title 2, as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in Section 5 of this Agreement, unless carryover of these balances is specifically identified in the payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
2. Contractor will invoice County monthly for reimbursement of actual costs incurred for services described in Exhibit A1 and in compliance with the terms and conditions of this agreement. Cost estimates for service will be based on the budget shown in Exhibit B1. Invoices must include:
 - a. Invoice number
 - b. Date
 - c. Agreement number
 - d. Cost incurred detailed by line item in reference to, but not limited to: salaries, fringe benefits, travel, equipment, supplies and any other functions or services included in the cost to perform services under this Agreement.
 - e. Invoices must also include the cumulative amount to date.
3. The final invoice must be clearly marked "Final". The final invoice must be submitted within 7 days of the expiration date of this Agreement shown in Section 5 of the Agreement. The final invoice must include the following certification:
 - a. "Payment of this invoice constitutes complete satisfaction of all County obligations under Agreement number [use the assigned agreement number] and constitutes the completion of all services by the Sub Recipient. The County is hereby released from all further claims and obligations under this Agreement upon payment of this final invoice."
4. Invoices and back up documentation shall be submitted electronically to the Child Care Manager (LStrachan@smcgov.org) with a copy to the Fiscal Claiming Manger (HAten@smcgov.org).

B. Method of Payment

1. County shall pay Contractor on a cost-reimbursement basis upon receipt and approval of invoices. Payments for services shall not exceed the total Agreement obligation provided in Section 4 of the Agreement and based on the cost estimates in Exhibit B1.
2. The Title-IV funding allocation is \$250,000 for FY2016-17 and \$310,000 for FY2017-18. This amount includes 17.5% for Administrative and Support services costs. Of the 17.5%, Administrative fees shall be limited to 15% of Title IV-E allocation and Support Services shall be limited to 2.5% of Title IV-E allocation.
3. Contractor will submit monthly Financial Cost Reports no later than the 17th of each month, except for June invoices, which shall be submitted by July 7 of each year. The Financial Cost Report shall include form CDFS9500, invoices generated by Contractor, total parent fees and must specify all amounts being claimed, including administrative costs.
 - a. Attachments shall include a monthly spreadsheet that itemizes all expenses in a format as specified by the Human Services Agency. A spreadsheet shall be provided to Contractor by the Human Services Agency in accordance with their specifications.
 - b. Once a quarter, Contractor shall provide a summary claiming status spreadsheet that outlines the CAPP, Title IV-E, and Stage II² programs in a format as specified by the Human Services Agency. A spreadsheet shall be provided to Contractor by the Human Services Agency in accordance with their specifications.

C. Title IV-E Allocation and Funding

1. Funding for FY 2016-17 and FY 2017-18

County has fulfilled its fiscal obligation for Title IV-E services in FY2016-17 and FY2017-18 as detailed by the table below.

| | FY 2016-17 | FY 2017-18 |
|---|------------|------------|
| Title IV-E ALLOCATION | 250,000 | 310,000 |
| <i>Administrative Costs not to exceed 15% of Title IV-E allocation expenditures</i> | \$37,500 | \$46,500 |

² 4Cs has entered into a separate agreement with the Human Services Agency to provide Stage II child care services.

| | | |
|---|----------------|----------------|
| <i>Supportive Services not to exceed 2.5% of Title IV-E allocation expenditures</i> | \$6,250 | \$7,750 |
| Subtotal | 250,000 | 310,000 |
| Total Paid | 560,000 | |

2. Estimated Funding for FY 2018-19

The following amounts for Title IV-E are estimated for FY2018-19 based on the prior year allocation. Final amount for FY2018-19 and will be adjusted to reflect the actual amount allocated. Contractor's funding will be based on actual allocation and the program audit by August 2019.

| FY 2018-19 | |
|------------------------------|---------|
| Title IV-E ALLOCATION | 250,000 |

a. Contingency Funding

An aggregate contingency amount of \$320,000 has been included in this agreement. This aggregate amount will be shared between the CAPP and Title IV-E programs. Use of contingency funds must be authorized in advance by the County. In order for contingency funds to be used, Contractor must expend all other funding sources allocated for the CAPP program prior to authorization and/or all other funding sources for the Title IV-E program. Contingency funds are only available for fiscal year 2018-19.

Contractor shall notify the County in advance when funding falls below 25% of the total funding sources for CAPP program and/or the Title IV-E program so that County may monitor expenses and authorize contingency funding if needed.

b. Provider Budget – Title IV-E Child Care

| Contract | FY17-18 |
|--------------------------------|-------------------|
| SMC Title VI Subcontract | 250,000.00 |
| Total Operating Revenue | 250,000.00 |
| Pass through | |
| Provider Payments | 206,250.00 |
| AmeriCorp/Vista Stipends | |
| Provider Stipends | |
| Total Pass through | 206,250.00 |
| Labor Related | 0 |
| Program Salaries & Wages | 23,150.00 |
| Benefits | 6,460.00 |
| Total Labor Related | 29,610.00 |

| | |
|---------------------------------------|-------------------|
| Operating Expense | |
| Office Supplies | 100 |
| Computer Supplies | 25 |
| Office Rent/Leases | - |
| Leasehold Improvements Amor | - |
| Telephone | - |
| Postage | 650 |
| Other Supplies | 50 |
| Copier Usage | 80 |
| Printing & Copies | 85 |
| Equipment Lease/Software Licenses | 300 |
| Equipment Repairs | - |
| Venue Cost & Fees | - |
| Local Transportation | 25 |
| Conferences/Workshop Fees | 50 |
| Travel-Out of Town | 50 |
| Meals/ Catering/Meeting Food | 50 |
| Audit Fees | - |
| Payroll Processing Fee | 235 |
| Consultants & Professional Svcs | 100 |
| Banking/Filing Fees | 35 |
| Temporary Agencies | - |
| Advertising/Promotion | - |
| Job Postings | - |
| Incentives/Awards | - |
| Honoraria | - |
| Membership & Dues | 225 |
| Miscellaneous Expense | 50 |
| Insurance | - |
| Depreciation | - |
| Interest Expense | - |
| Total Operating Expense | 2,110.00 |
| Shared Cost | |
| Corp Admin Labor & Oper Costs Alloc | 12,030.00 |
| Total Shared Costs/Allocations | 12,030.00 |
| Total Cost | 250,000.00 |

(End of Exhibit B-1)