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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # *B-8

Urgent Routine

AGENDA DATE March 15, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Fiscal Year 2010-2011 Contract Amendments #2 between the Community Services Agency (CSA) and the California Department of Education (CDE) for the Administration of the Child Care and Development Block Grant

STAFF RECOMMENDATIONS:

1. Approve the amendment to the C2AP-0069 contract with the California Department of Education (CDE) for the administration of the Child Care and Development Block Grant.
2. Authorize the Director of the Community Services Agency (CSA) or her assistant director designee to sign the contract amendment and any other amendments not to exceed the total amended contract amount.

FISCAL IMPACT:

The C2AP-0069 contract amendment for \$325,387 increases the total amount of this contract from \$6,648,178 to \$6,973,565. Effective October 1, 2010, the amendment reduces the allowable administrative costs that can be claimed from 19% to 17.5%, a 1.5% reduction. Current Mid-Year 2010-2011 appropriations and estimated revenues are projected to support Stage 2 Child Care expenditures through June 30, 2011. CSA will include any needed adjustments at Third Quarter 2010-2011. The Stage 2 Child Care Program is 100% State funded. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-158

On motion of Supervisor DeMartini, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Fiscal Year 2010-2011 Contract Amendment #2 between the Community Services Agency (CSA) and the California Department of Education (CDE) for the Administration of the Child Care and Development Block Grant

Page 2

DISCUSSION:

The Community Services Agency (CSA) receives program contracts from the California Department of Education (CDE) to fund the CalWORKs Stage 2 Alternative Payment Program (APP). CSA administers this APP for child care and makes payments directly to child care providers for eligible families that receive subsidized child care services. CSA submits monthly claims to the CDE for reimbursement of funds. The CalWORKs Stage 2 families are provided with child care up to 24 months after leaving aid.

The California Department of Education received additional funding and has allocated these funds to the CalWORKs Stage 2 Alternative Payment Contract. Stanislaus County received a \$325,387 augmentation to CDE contract C2AP-0069, increasing the total contract maximum to \$6,973,565. The original contract was approved by the Board on July 20, 2010.

The augmented funds can be used to provide child care to approximately 226 additional children enrolled in Stage 2 for the remainder of Fiscal Year 2010-2011. The contract, in alignment with the approved State budget, includes a decrease in the allowable administrative costs that can be claimed for Stage 2 Child Care. The new administrative rate of 17.5 %, effective October 1, 2010, reflects a 1.5% reduction from the original 19%. As current appropriations are sufficient to support the current administrative and caseload cost projections through June 30, 2011 the Agency will review and request any necessary budget adjustments at Third Quarter.

The Agency recommends accepting the contract amendment which will supplement the existing CDE Child Care and Development Alternative Payment Contract effective July 1, 2010 through June 30, 2011.

POLICY ISSUES:

Approval of this request supports the Board's priority of Efficient Delivery of Public Services by providing Child Care to recipients who work and to low-income families who are at risk of becoming dependent on public assistance.

STAFFING ISSUES:

Existing Community Services Agency staff is available to support the Child Care Program.

CONTACT PERSON:

Christine C. Applegate, Director 558-2500



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Augmentation/FT&C Change

DATE: July 01, 2010

CONTRACT NUMBER: C2AP-0069

PROGRAM TYPE: ALTERNATIVE

PAYMENT-STAGE 2

PROJECT NUMBER: 50-2250-00-0

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2010 designated as number C2AP-0069, Amendment #01 (DAYS CHANGE) shall be further amended in the following particulars but no others:

The 2010-11 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2010-11 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$6,648,178.00 and inserting \$6,973,565.00 in place thereof.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement shall be 251 (no change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL

BY [Signature]

DATE: 12/23/10

Table with 2 main columns: STATE OF CALIFORNIA and CONTRACTOR. Rows include: BY (AUTHORIZED SIGNATURE), PRINTED NAME OF PERSON SIGNING, TITLE, and ADDRESS.

Table with 3 main columns: AMOUNT ENCUMBERED BY THIS DOCUMENT, PROGRAM/CATEGORY (CODE AND TITLE), and FUND TITLE. Includes sub-rows for optional use, item codes, and object of expenditure.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER, T.B.A. NO., B.R. NO., DATE

CHILD CARE AND DEVELOPMENT
2010-11 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: **C2AP**

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p.2)

Effective October 1, 2010, the percentage of administrative and support services changes from 19 percent to 17.5 percent (see definition of "Earned - for Alternative Payment programs" below): **Note:** The administrative and support services percentage prior to October 1st is 19 percent (19%).

"Earned" (for Alternative Payment programs) means net reimbursement shall include the cost of child care paid to the child care providers plus the actual administrative and support services cost of the alternative payment program. The total cost for administration and support services shall not exceed an amount equal to 17.5 49 percent (17.5 49%) of the total contract amount. The administrative costs shall not exceed the cost allowable pursuant to EC 8223; 5CCR, Section 18034(c)).

"Special Funds" are the center-based reserve funds that agencies must spend in their center-based contract(s) in lieu of state contract funds in accordance with Budget Act, SB 870/CH.712 (Section 6110-196-0001 (1.5), Provision 15(b)).

Amend Section II, General Provisions as follows: (p.16):

C. ~~Open Board Meetings~~

~~Any private tax exempt or private non tax exempt agency receiving public funds under these regulations must, to the extent of the publicly funded program, comply with the Ralph M. Brown Open Meetings Act ("Brown Act"), Government Code sections 54950-54963. Board meetings shall be open to the public except for meetings with its designated representatives prior to and during consultations and discussions with representatives of employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees or to consider the appointment, employment, evaluation of performance or dismissal of an employee or to hear complaints or charges brought against an employee unless such employee requests an~~

~~open meeting. Minutes of these open meetings shall be available to the public.~~

Add "Contractor Name Change" to Section II, General Provisions as follows:
(p. 16)

C. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment with a new name cannot be made prior to approval of said amendment.

Amend Section VI.N, Accounting and Reporting Requirements, Reserve Accounts as follows: (p. 42)

All contractors are encouraged to develop and maintain a reserve within the Child Development Fund. This reserve is derived from earned but unexpended funds. Contractors may retain a reserve balance of up to two percent (2%) of the maximum allowable administration and support costs for the aggregate sum of all alternative payment contracts or \$1,000 whichever is greater. The following criteria must be followed when establishing and using a reserve account:

1. Each agency wishing to establish a reserve shall submit a letter of intent no later than July 20 following the close of the fiscal year for which the reserve will be established. The letter of intent must be on the form provided by CDFS and signed by the executive director (or authorized designee for public agencies).
2. Each reserve must be maintained in an interest-bearing account and the amount of interest earned will be included in the reserve balance.
3. Reserve monies can only be used for expenses that are reimbursable allowable expenses as defined in the FT&C. Transfers from one reserve account type (or category) to another are not allowable. However, transfers to a current-year contract in the same reserve category are allowable and shall be reported as restricted program income on that contract's attendance and fiscal report.
4. Reserve monies are generated from current year contracts; therefore, the transferable amount generated during the contract period will not be available until July 1 of the subsequent fiscal year.
5. Transfers to the reserve will be authorized by CDFS only once a year. Upon receipt of the June final report,

preliminary reserve amounts will be calculated by CDFS and reported to the contractor. If the contractor is a LEA, this may be the official notification provided there are no further amendments. For agencies that are required to submit an audit to the CDE, the amount will not be final until the audit is closed by the CDE's A&I and there are no outstanding billings.

6. Participating agencies must submit a Reserve Account Activity Report and a copy of their supporting General Ledger for each reserve account category type along with their June attendance and fiscal report due July 20. Reports not received in CDFS by July 20 shall be deemed delinquent and, in accordance with Section V.M above, apportionment(s) shall be withheld until the required report is received.
7. Participating agencies with special Funds must spend the entire amount by the end of the contract period.
8. Upon termination of all child development contracts of a reserve account category type, all monies in that reserve account shall be returned to the CDE.



COMMUNITY SERVICES AGENCY

BOARD OF SUPERVISORS

Christine C. Applegate
Director

2011 JUN 17 A 7:53

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM:  SHANNEN LOVE
CONTRACTS ADMINISTRATION

DATE: JUNE 16, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====
Enclosed for your record is the fully executed original of the following Agreement:

- ◆ California Department of Education – Child Development Services C2AP-0069 Amend #2, effective 7/1/10 through 6/30/11, BOS #2011-158, March 15, 2011, Board Agenda #B-8, The original contract was approved with BOS #2010-466 on July 20, 2010, Board Agenda #B-2

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.





CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

Amendment 02

DATE: July 01, 2010

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Augmentation/FT&C Change

CONTRACT NUMBER: C2AP-0069
PROGRAM TYPE: ALTERNATIVE
PAYMENT-STAGE 2

PROJECT NUMBER: 50-2250-00-0

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2010 designated as number C2AP-0069, Amendment #01 (DAYS CHANGE) shall be further amended in the following particulars but no others:

The 2010-11 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2010-11 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$6,648,178.00 and inserting \$6,973,565.00 in place thereof.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement shall be 251 (no change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

APPROVED AS TO FORM.
STANISLAUS COUNTY COUNTY
BY: [Signature]
DATE: 12/23/10

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Christine C. Applegate, and a detailed table for financial and program information.

**CHILD CARE AND DEVELOPMENT
2010-11 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type: **C2AP**

Note: The page numbers cited may be a few pages off.

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"Special Funds" are the center-based reserve funds that agencies must spend in their center-based contract(s) in lieu of state contract funds in accordance with Budget Act, SB 870/CH.712 (Section 6110-196-0001 (1.5), Provision 15(b)).

Amend Section II, General Provisions as follows: (p.16):

C. ~~Open Board Meetings~~

~~Any private tax exempt or private non tax exempt agency receiving public funds under these regulations must, to the extent of the publicly funded program, comply with the Ralph M. Brown Open Meetings Act ("Brown Act"), Government Code sections 54950-54963. Board meetings shall be open to the public except for meetings with its designated representatives prior to and during consultations and discussions with representatives of employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees or to consider the appointment, employment, evaluation of performance or dismissal of an employee or to hear complaints or charges brought against an employee unless such employee requests an~~

~~open meeting. Minutes of these open meetings shall be available to the public.~~

Add "Contractor Name Change" to Section II, General Provisions as follows:
(p. 16)

C. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment with a new name cannot be made prior to approval of said amendment.

Amend Section VI.N, Accounting and Reporting Requirements, Reserve Accounts as follows: (p. 42)

All contractors are encouraged to develop and maintain a reserve within the Child Development Fund. This reserve is derived from earned but unexpended funds. Contractors may retain a reserve balance of up to two percent (2%) of the maximum allowable administration and support costs for the aggregate sum of all alternative payment contracts or \$1,000 whichever is greater. The following criteria must be followed when establishing and using a reserve account:

1. Each agency wishing to establish a reserve shall submit a letter of intent no later than July 20 following the close of the fiscal year for which the reserve will be established. The letter of intent must be on the form provided by CDFS and signed by the executive director (or authorized designee for public agencies).
2. Each reserve must be maintained in an interest-bearing account and the amount of interest earned will be included in the reserve balance.
3. Reserve monies can only be used for expenses that are reimbursable allowable expenses as defined in the FT&C. Transfers from one reserve account type (or category) to another are not allowable. However, transfers to a current-year contract in the same reserve category are allowable and shall be reported as restricted program income on that contract's attendance and fiscal report.
4. Reserve monies are generated from current year contracts; therefore, the transferable amount generated during the contract period will not be available until July 1 of the subsequent fiscal year.
5. Transfers to the reserve will be authorized by CDFS only once a year. Upon receipt of the June final report,

preliminary reserve amounts will be calculated by CDFS and reported to the contractor. If the contractor is a LEA, this may be the official notification provided there are no further amendments. For agencies that are required to submit an audit to the CDE, the amount will not be final until the audit is closed by the CDE's A&I and there are no outstanding billings.

6. Participating agencies must submit a Reserve Account Activity Report and a copy of their supporting General Ledger for each reserve account category type along with their June attendance and fiscal report due July 20. Reports not received in CDFS by July 20 shall be deemed delinquent and, in accordance with Section V.M above, apportionment(s) shall be withheld until the required report is received.
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8. Upon termination of all child development contracts of a reserve account category type, all monies in that reserve account shall be returned to the CDE.



BOARD OF SUPERVISORS

2011 JUL -8 1P 1:09

COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM:  SHANNEN LOVE
CONTRACTS ADMINISTRATION

DATE: JULY 8, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====
Enclosed for your record is the fully executed original of the following Agreement:

- ◆ The California Department of Education C2AP-0069 – Child Development Services, effective 7/1/10 through 6/30/11, Original BOS #2010-466, July 20, 2010, Board Agenda #B-2, Amendment # 2 BOS #2011-158, March 15, 2011, Board Agenda #B-8

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.





CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

Amendment 03

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES REDUCTION

DATE: July 01, 2010

CONTRACT NUMBER: C2AP-0069

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 2

PROJECT NUMBER: 50-2250-00-0

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2010 designated as number C2AP-0069, Amendment #01 (DAYS CHANGE) and Amendment #02 (Augmentation/FT&C Change) shall be further amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$6,973,565.00 and inserting \$5,173,565.00 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 251 (no change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

APPROVED AS TO FORM
STANISLAUS COUNTY COUNSEL

Handwritten signature: June 8, 2011

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Christine C. Applegate, and a detailed table for program details and amounts.