

**County of San Mateo
Human Services Agency**

Date: September 27, 2001
Hearing Date: October 23, 2001

To: The Honorable Board of Supervisors

From: Maureen D. Borland, Director, Human Services Agency
Glen H. Brooks, Jr., Central Region Director *MSB* *GB* *by* *Ca*

Subject: **AUTHORIZING ACCEPTANCE OF FUNDS AND EXECUTION OF FOUR AGREEMENTS WITH CALIFORNIA DEPARTMENT OF EDUCATION (CDE), AND; AUTHORIZING THE DIRECTOR OF HSA TO EXECUTE FUTURE AGREEMENTS WITH CDE ON BEHALF OF THE BOARD OF SUPERVISORS, AND; ACT IN ALL MATTERS ON BEHALF OF THE BOARD OF SUPERVISORS CONCERNING THE OPERATIONS OF THE FOUR PROGRAMS AS REQUIRED BY CDE.**

RECOMMENDATION

Adopt a resolution authorizing the acceptance of funds and execution of four Agreements with the California Department of Education (CDE) for the Alternative Payment Program. This resolution will also authorize the Director of Human Services Agency to execute future CDE agreements and act in all matters on behalf of the Board of Supervisors concerning the operations of the four programs as required by CDE. The programs and amounts are:

- \$1,100,801 for the Federal Alternative Payment Program (F2AP) for the purpose of Stage 2 Child Care provisions for former CalWORKs recipients and families who participated in the Diversion Program.
- \$314,119 for the State General Alternative Payment Program (G2AP) for the purpose of Stage 2 Child Care provisions for former CalWORKs recipients and families who participated in the Diversion Program.
- \$395,125 for the Federal Alternative Payment Program Agreement (Federal Block Grant, FAPP) serving low income families, who earn 75% or less of the state median income (SMI), and families who previously had active child protective services.
- \$229,553 for the State General Fund Alternative Payment Program Agreement (State Block Grant, GAPP) serving low income families, who earn 75% or less of the state median income (SMI) and families who have active child protective services.

BACKGROUND

San Mateo County has received and administered CDE funding for over twenty years to provide and expand existing child care programs for the above mentioned populations.

DISCUSSION

State General and Federal Fund Alternative Payment Program Agreements (F2AP, G2AP, Stage 2)

This funding provides child care and development services for families transitioning from unemployment to full employment without need of cash assistance. Stage 2 is a State and Federal fully funded entitlement childcare program.

Families are eligible to receive twenty-four months of child care services, eligibility starts from the date of their last aid payment. They must be working at the time they apply for the program. After initial eligibility and one month of services, they may also receive child care services for time spent on job search or enrollment in an educational or training program.

State General and Federal Alternative Payment Programs (GAPP, FAPP)

This funding provides child care and development services for low-income families in San Mateo County. Families with children who have been referred to child protective services have first priority. Since CDE does not provide the level of funding required for the actual cost of providing service for the GAPP program, \$373,173 of GAPP expenditures are met through Net County Cost.

FISCAL IMPACT

The total allocations for the stage 2 agreements are \$1,414,920. This cost is fully funded by CDE.

The actual cost of providing services under the GAPP program is \$602,726, of which \$229,553 is funded by the GAPP allocation. The remaining \$373,173 is the Net County Cost for this program.

The total allocation for the FAPP program is \$395,125 and is fully funded through Child Care and Development block grant allocation.

Funding for CDE programs are included in the adoptive Budget for FY 2001-02.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS AND EXECUTION OF FOUR AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) FOR THE ALTERNATIVE PAYMENT PROGRAM TO BE ADMINISTERED BY SAN MATEO COUNTY, HUMAN SERVICES AGENCY FOR THE PROVISIONS OF CHILD CARE, AND; TO AUTHORIZE THE DIRECTOR OF HUMAN SERVICES AGENCY TO EXECUTE ALL FUTURE AGREEMENTS WITH CDE ON BEHALF OF THE BOARD OF SUPERVISORS, AND; TO ACT IN ALL MATTERS ON BEHALF OF THE BOARD OF SUPERVISORS CONCERNING THE OPERATIONS OF THE FOUR PROGRAMS AS REQUIRED BY CDE

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, agreements for the State General Alternative Payment Program (GAPP) in the amount of \$229,553, the Federal Alternative Payment Program (Federal Block Grant, FAPP) in the amount of \$395,125, the Federal Alternative Payment Program (F2AP) in the amount of \$1,100,801 and the General Alternative Payment Program (G2AP) in the amount of \$314,119, whereby the County of San Mateo agrees to administer funds to the programs as designated by the California Department of Education to provide child care and development services for families needing child care for protective services, employment, seeking work or training; and

WHEREAS, this Board wishes to authorize the Director of the Human Services Agency to execute all future Agreements with the California Department of Education concerning the Alternative Payment Program on behalf of the Board of Supervisors; and

WHEREAS, the California Department of Education, Child Development Division, requires a Board designee to act in all matters concerning operation of the programs funded by these agreements; and

WHEREAS, this Board wishes to designate the Director of the Human Services Agency to act as Board designee on behalf of the Board of Supervisors for this purpose; and

WHEREAS, this Board has been presented with a form of such agreements and said Board has examined and approved same as to both form and content and desires to enter into the same;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and the President is hereby authorized and directed to execute said

Agreement for and on behalf of the County of San Mateo and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that for the purposes specific to the California Department of Education contracts, the Director of the Human Services Agency is the Board designee for the operation of these agreements.

* * * * *



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

F.Y. 01 - 02

DATE: July 01, 2001

CONTRACT NUMBER: F2AP-1056

PROGRAM TYPE: CCDF ALTERNATIVE
PAYMENT-STAGE 2

PROJECT NUMBER: 41-M357-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CalWORKs STAGE 2 (FEDERAL) CHILD CARE AND DEVELOPMENT FUND - FUNDING TERMS AND CONDITIONS (FT&C) AND THE CURRENT APPLICATION which are by this reference incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 01, 2001 through June 30, 2002. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for the Maximum Reimbursable Amount (MRA) of \$1,100,801.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager Contracts Office		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,100,801 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,100,801	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

Department of General Services
use only

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

CONTRACT NUMBER: F2AP-1056

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 35,480	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14047-M357	FC# 93.596	PC# 000179		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,480	ITEM 30.10.020. 6100-196-0890	CHAPTER 324	STATUTE 1998	FISCAL YEAR 2001-2002	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290					

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 253,829	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 13880-M357	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 253,829	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290					

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 160,071	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14173-M357	FC# 93.575	PC# 000175		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 160,071	ITEM 30.10.020. 6100-196-0890	CHAPTER 50	STATUTE 1999	FISCAL YEAR 2001-2002	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290					

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 651,421	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 13967-M357	FC# 93.575	PC# 000329		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 651,421	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290					

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	

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation;
- e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 100 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and f).

3. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 401 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	CONTRACT #/PROJECT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Waiver Request Memo

Date: 7/24/01
To: Pam Deal, County Manager
From: Debbie Jaeger, HSA (650) 508-0782 - Fax
Subject: Waiver Request for

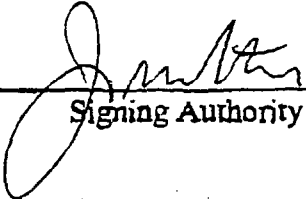
We are requesting a waiver of the Equal Benefits Ordinance to enter into a contract with the Federal Alternative Payment Program in the amount of \$1,100.801 for provision of Child Care and developmental services.

This waiver is necessary and in the best interest of the County of the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other : This is a State Contract and State is exempt from Ordinance.

Attached is a detailed explanation of the reason(s) checked above.

Approved
 Not Approved



Signing Authority

7-25-01

Date



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

F.Y. 01 - 02

DATE: July 01, 2001

CONTRACT NUMBER: G2AP-1055

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 2

PROJECT NUMBER: 41-M357-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CalWORKs STAGE 2 CHILD CARE AND DEVELOPMENT FUND - FUNDING TERMS AND CONDITIONS (FT&C), THE CURRENT APPLICATION and the CURRENT COUNTY CALWORKS STAGE 2 IMPLEMENTATION PLAN which are by this reference incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 01, 2001 through June 30, 2002. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for the Maximum Reimbursable Amount (MRA) of \$314,119.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Safaj		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager Contracts Office		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 314,119	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached Transfer to SSF				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 314,119	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE		

Department of General Services use only

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

CONTRACT NUMBER: G2AP-1055

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 281,035	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 23367-M357	Transfer to SSF		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 281,035	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 23,284	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 24048-M357	Transfer to SSF		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 23,284	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,800	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 24174-M357	Transfer to SSF		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,800	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590				

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	

Waiver Request Memo

Date: 7/24/01
To: Pam Deal, County Manager
From: Debbie Jaeger, HSA (650) 508-0782 - Fax
Subject: Waiver Request for

We are requesting a waiver of the Equal Benefits Ordinance to enter into a contract with the State General Alternative Payment Program in the amount of \$314,119 for provision of Child Care and developmental services.

This waiver is necessary and in the best interest of the County of the following reason(s):

- Necessary in order to respond to an emergency
Sole Source
No compliant contractors are capable of providing the goods/service
Inconsistent with a grant, subvention or agreement with a public agency
Is part of a Cooperative or Joint Purchasing Agreement
x Other : This is a State Contract and State is exempt from Ordinance.

Attached is a detailed explanation of the reason(s) checked above.

Approved
Not Approved

Three horizontal lines for signature and date.

Handwritten signature and the text 'Signing Authority' below it.

Handwritten date '7-25-01' and the text 'Date' below it.



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

F.Y. 01 - 02

DATE: July 01, 2001

CONTRACT NUMBER: FAPP-1059

PROGRAM TYPE: CCDF ALTERNATIVE
PAYMENT

PROJECT NUMBER: 41-M357-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.ca.gov/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

Funding of this contract is contingent upon appropriation and availability of funds. This contract is effective from July 01, 2001 through June 30, 2002. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$395,125.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

Any provision of this contract found to be in violation of Federal or State Statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of the contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager Contracts Office		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 395,125	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 395,125	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

CONTRACT NUMBER: FAPP-1059

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 156,582	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 13694-M357	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 156,582	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 238,543	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0156 14153-M357	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 238,543	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A	STATUTE 2001	FISCAL YEAR 2001-2002
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290				

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	

Abide by the terms of the statement; and

Notify the employer in writing of his or her conviction for a violation;

Notifying the agency, in writing, within 10 calendar days after giving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

Taking one of the following actions, within 30 calendar days of giving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse prevention or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Office of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

I, the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

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The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

NAME OF APPLICANT

CONTRACT #/PROJECT #

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Waiver Request Memo

Date: 7/24/01
To: Pam Deal, County Manager
From: Debbie Jaeger, HSA (650) 508-0782 - Fax
Subject: Waiver Request for

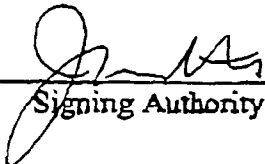
We are requesting a waiver of the Equal Benefits Ordinance to enter into a contract with the Federal Alternative Payment Program Agreement (FAPP) in the amount of \$395,125 for provision of Child Care and developmental services.

This waiver is necessary and in the best interest of the County of the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
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- Is part of a Cooperative or Joint Purchasing Agreement
- Other : This is a State Contract and State is exempt from Ordinance.

Attached is a detailed explanation of the reason(s) checked above.

Approved
 Not Approved



Signing Authority

7-25-01

Date



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall; P.O. Box 944272

Sacramento, CA 94244-2720

F.Y. 01 - 02

DATE: July 01, 2001

CONTRACT NUMBER: GAPP-1060

PROGRAM TYPE: ALTERNATIVE PAYMENT

PROJECT NUMBER: 41-M357-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SAN MATEO COUNTY HUMAN SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor.

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SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 250

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Donna Salaj		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Manager Contracts Office		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 229,553	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0156 23186-M357 Transfer to SSF					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 229,553	ITEM 30.10.020.007 6100-196-0001	CHAPTER B/A	STATUTE 2001			FISCAL YEAR 2001-2002
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590					
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.			S.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE				

Waiver Request Memo

Date: 7/24/01
To: Pam Deal, County Manager
From: Debbie Jaeger, HSA (650) 508-0782 - Fax
Subject: Waiver Request for

We are requesting a waiver of the Equal Benefits Ordinance to enter into a contract with the State General Fund Alternative Payment Program Agreement (GAPP) in the amount of \$229,553 for provision of Child Care and developmental services.

This waiver is necessary and in the best interest of the County of the following reason(s):

- Necessary in order to respond to an emergency
Sole Source
No compliant contractors are capable of providing the goods/service
Inconsistent with a grant, subvention or agreement with a public agency
Is part of a Cooperative or Joint Purchasing Agreement
x Other : This is a State Contract and State is exempt from Ordinance.

Attached is a detailed explanation of the reason(s) checked above.

Approved
Not Approved

Handwritten signature over a line, labeled Signing Authority

7-25-01
Date

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and for any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of the Contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this contract, and the balance, if any shall be paid the Contractor upon demand.
4. Without the written consent of the State, this contract is not assignable by Contractor either in whole or in part.
5. Time is the essence of this contract.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments to funding to reflect any reduction in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this contract in any manner. The State shall have the option to terminate the contract without cost to the State in the event the Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

NONDISCRIMINATION CLAUSE (OCP-1) STD. 17A (REV. 3-95)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 1. will receive a copy of the company's drug-free policy statement; and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if the CDE determines that any of the following has occurred: (1) the contractor has made false certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.