County of San Mateo HUMAN SERVICES AGENCY Inter-Departmental Memos

Date: Hearing Date: October 3, 2001 October 23, 2001

To:	Honorable Board of Supervisors
From:	Maureen D. Borland, Director, Human Services Agency
Subject:	RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE
	AGREEMENTS WITH THE CHILD CARE COORDINATING COUNCIL (CCCC), AND PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION (PACE) FOR THE PROVISION OF STAGE 2 CHILD CARE AND DEVELOPMENT SERVICES FOR
	FISCAL YEAR 2001-02;

Recommendation

Adopt a resolution authorizing the execution of:

- 1) An Amendment to the Agreement between the County of San Mateo and the Child Care Coordinating Council for the provision of Stage 2 Child Care and Development Services for year two of the existing two year agreement (FY 2001-2002).
- 2) An Amendment to the Agreement between the County of San Mateo and the Professional Association for Childhood Education for the provision of Stage 2 Child Care and Development Services for year two of the existing two year agreement (FY 2001-2002).

Background

Since 1997, Human Services Agency (HSA), the Child Care Coordinating Council (CCCC), and the Professional Association for Childhood Education (PACE) have been acting as partners in the child care delivery system. HSA provides Stage 1 Child Care to clients who are participating in the CalWORKs program and are receiving cash aid. HSA subcontracts with the CCCC and PACE to provide Stage 2 Child Care for eligible families in San Mateo County. Stage 2 Child Care is provided to clients who are employed, do not receive cash aid, and whose income is below the 75% State Median Income cap. The California Department of Education (CDE) funds Stage 2 Child Care services.

On July 25, 2000, the Board approved agreements with CCCC and PACE for the provision of Stage 2 child care for the period July 1, 2000-June 30, 2002. Funding from CDE for Stage 2 child care is allocated annually for each fiscal year. This amendment to the agreements with CCCC and PACE distributes to them the Stage 2 funds allocated by CDE to HSA for Fiscal Year 2001-2002.

Discussion

For Fiscal Year 2000-2001 the CCCC and PACE provided Stage 2 Child Care to eligible families of San Mateo County. These families are eligible to receive Stage 2 for up to 24 months, or as long as their income is at or below 75% of the State Median Income (SMI). For a family of three, the income at 75% SMI is \$33,852. For Fiscal Year 2001-2002 the CCCC and PACE will continue to provide Stage 2 Child Care to eligible families of San Mateo County.

Fiscal Impact

For Fiscal Year 2001-2002, HSA has been allocated a total of \$1,414,920 (\$ 1,100,801 under its F2AP-1056 contract and \$314,119 under its G2AP-1055 contract) from CDE for the provision of Stage 2 child care. Of this amount 80 % or \$1,131,936, will be allocated to CCCC for the provision of child care services under the amended agreement in Fiscal Year 2001-2002, and twenty percent (20%) or \$282,984, will be allocated to PACE for the provision of child care services under the amended agreement in Fiscal Year 2001-2002. The total cost of these Stage 2 agreements is fully funded by CDE. There is no net county cost.

PERFORMANCE MEASURES

In FY 2000-01, the Human Services Agency, in collaboration with its child care service partners, developed new Performance Measures in the course of preparing its budget in the format prescribed by Outcome Based Management and Budgeting (OBM). These measures, which appear in the table below, are incorporated in the FY 2001-02 Adopted Budget. This performance information has not been previously collected. An effort was made to calculate the information for prior fiscal years; however, the quality of the data is not reliable. The County Manager's office has been advised that the Human Services Agency will work with service partners to develop protocol for collecting and reporting data. Baseline data will be collected and reported in FY 2001-02 as implementation of OBM is carried forward. After baseline data is obtained, performance targets will be set for FY 2002-03.

Performance Measures

Number of requests for child care assistance

Families served by the Child Care Coordinating Council/PACE

Average number of days between requests for child care assistance and placement Families served by the Child Care Coordinating Council/PACE

Number and percent of families accessing child care that meets their needs (alternate hours, special needs, location, after school programs, trained providers)

Families served by the Child Care Coordinating Council/PACE

RESOLUTION NO._____

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

* * * * * * * * * * * * * * *

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENTS TO THE AGREEMENTS WITH (1) THE PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION AND (2) THE CHILD CARE COORDINATING COUNCIL FOR THE PROVISION OF STAGE 2 CHILD CARE AND DEVELOPMENT SERVICES FOR FISCAL YEAR 2001-2002

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on July 25, 2000, the Board of Supervisors approved agreements with the Professional Association for Childhood Education (PACE), and the Child Care Coordinating Council (CCCC) to provide child care and development services, and

WHEREAS, the County of San Mateo has received new allocations from the California Department of Education for the provisions of Stage 2 Child Care for the fiscal year 2001-2002; and

WHEREAS, the parties wish to amend the amount of the agreements for Fiscal Year 2001-2002 with PACE in the amount of \$282,984, and CCCC in the amount of \$1,131,936; and

WHEREAS, this Board has been presented with a form of such amendments to the 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 is hereby authorized and directed to execute said amendments to the agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * * * * * * * * * * * *

AMENDMENT TO AGREEMENT WITH PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION (PACE)

FOR Stage 2 Child Care and Development Services

THIS AMENDMENT TO AN AGREEMENT, entered into on this day of ______, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Professional Association for Childhood Education (PACE), hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the parties entered into an agreement on July 25, 2000 for the purpose performing the professional services for Stage 2 child care and development services in San Mateo County; and

WHEREAS, the parties now wish to amend the agreement;

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

1. Section 3: <u>Payments</u>, Part A <u>Maximum Amount</u> of the original agreement is hereby amended to read as follows:

In full consideration of Contractor's performance of the services described in Revised Exhibit A, the amount that the County shall be obligated to pay for service rendered under this Agreement shall not exceed \$1,161,051 for the contract term.

2. Section 7: <u>Non-Discrimination</u> of the original agreement is hereby amended to read as follows:

Contractor shall comply with the non-discrimination requirements described below: A. <u>Section 504 of the Rehabilitation Act of 1973</u>.

- Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled

1

persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, <u>or</u> 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

- B. <u>Non-Discrimination General.</u> No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- C. <u>Non-Discrimination Employment.</u> Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

Violation of the Non-Discrimination provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

i) termination of this Agreement;

ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

iii) liquidated damages of \$2,500 per violation;

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to i) examine Contractor's employment records with respect to compliance with this paragraph;

ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

3. Section 8: <u>Child Abuse Prevention and Reporting</u> of the original agreement is hereby amended to read as follows:

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code § 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to a an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.
- 4. **Revised Exhibit A:** <u>Program Description</u>, attached hereto and incorporated by reference herein, hereby replaces Exhibit A that was attached to the original agreement.
- 5. **Exhibit B1:** <u>Fiscal Provisions and Payment Schedule</u>, attached hereto and incorporated by reference herein, is added to this agreement.
- 6. **Revised Exhibit D:** <u>Program Monitoring</u>, attached hereto and incorporated by reference herein, hereby replaces Exhibit D that was attached to the original agreement.
- 7. All other terms and conditions of the agreement dated July 25, 2000 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:_____

Michael D. Nevin, President Board of Supervisors, San Mateo County

Date:_____

Contractor - Print Name

ICIM HOZMAN, CIESE MANABEI Name, Title - Print

In Halman

Signature

Date:

Tax ID# 94-2375212

Clerk of Said Board

ATTEST:

Date:_____

REVISED EXHIBIT A

PROGRAM DESCRIPTION

PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION

JULY 1, 2000 THROUGH JUNE 30, 2002

I. Program Description

The Professional Association for Childhood Education (PACE) provides funding to Stage 2 child care recipients. Stage 2 child care recipients are working adults who need child care and whose income is below the 75% State Median Income cap. Recipients may choose from a full range of types and categories of care including sectarian and in-home care where two or more children are served. Payment is then made monthly by PACE to the provider for child care services. Stage 2 child care is limited to a maximum of two years.

Beginning July 1, 2000, PACE provided Stage 2 child care for 20% of those children referred by San Mateo County HSA who were already enrolled or eligible for Stage 2 child care up to a maximum of the allocated amount from HSA of \$878,067 for fiscal year 2000/2001.

Beginning July 1, 2001, PACE shall provide Stage 2 child care for 20% of those children referred by San Mateo County HSA who are already enrolled or eligible for Stage 2 child care up to a maximum of the allocated amount from HSA of \$282,984 for fiscal year 2001/2002.

II. Contractor's Outcome Based Management Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- · Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

1

REVISED EXHIBIT A

Human Services Agency's Outcome Based Responsibilities:

Agency Shall:

- Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- Issue and review OBM Implementation Guidelines.
- Conduct review of performance and outcome information.

FISCAL PROVISIONS AND PAYMENT SCHEDULE (FOR THE PERIOD OF JULY 1, 2001 THROUGH JUNE 30, 2002) PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION JULY 1, 2000 THROUGH JUNE 30, 2002

Fiscal Provisions

For FY 2001-02, the San Mateo County Human Services Agency (HSA) has been allocated a total of \$1,414,920 from the California Department of Education (CDE) for the provision of Stage 2 Child Care.

\$282,984, or 20%, will be allocated to the Professional Association for Childhood Education (PACE) for the provision of Child Care Services under this Agreement. Child care payments to providers will be made consistent with what providers charge non-subsidized parents and within the regional market rates established by the California Department of Education. PACE's average cost of care per child is \$525 per month. Of the \$282,984 allocated to PACE, no more than 20% or \$56,597 may be expended on administration expenditures as defined by the CDE. In the event that PACE under this agreement invoices HSA for administration costs in excess of the allowable 20% limit, HSA will reject for payment the amount in excess of the 20% limit.

Payment Schedule

Upon execution of this agreement, HSA shall issue to PACE the amount of \$141,492 as advance payment for the first six months for services provided under this contract for the months of July through December, 2001.

Upon execution of this agreement, PACE shall for each month of this agreement submit by the 15th of the following month an invoice, in a format specified by HSA, for services provided under this agreement. PACE shall also submit by the 17th of each month the 9500-AP data reporting forms required by CDE.

Upon satisfactory receipt of the required invoices and the required 9500-AP forms for July through December, 2001, HSA in January, 2002 shall issue to PACE an amount equal to the actual costs, including administration costs, for the period July through September, 2001 invoices adjusted for the difference between the allowable invoiced costs for July through December, 2001 and the initial advanced amount of \$141,492. In the event that such amount is a negative amount, such amount will be deducted from future allowable invoiced costs until fully liquidated.

Effective January 1, 2001 upon satisfactory receipt by the 15th of the month of the required invoice and upon satisfactory receipt of the 9500-AP form by the 17th of the month for the previous month, HSA shall issue to PACE by the 30th of the month an amount equal to the allowable costs of the invoice.

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PROGRAM MONITORING PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION July 1, 2000 through June 30, 2002

The County of San Mateo Human Services Agency (HSA) has an established relationship with the Contractor for the provision of Stage 2 child care and development services. The Contractor shall work with HSA to facilitate a smooth transition from Stage 1 to Stage 2 for HSA's child care recipients. There will be minimal, if any, interruption of services for HSA families as they transition between child care stages. PACE will consider the following as options for their development of "least intrusive" procedures, some of the activities include the following:

- PACE will develop a flexible schedule of off-hours and weekend appointments to accommodate families as needed;
- Initial certifications will be completed face-to-face. Recertifications will also be completed face- to-face. Updates not requiring recertification may be completed by mail or other electronic means rather than in person, as appropriate;
- A language specific Notice of Action will be used to inform families of changes from Stage 1, and Stage 2, by mail and;
- The CD 9600 will be sent from the San Mateo County Human Services Agency to PACE with supporting documents attached, and will service as a single application for both agencies. All reporting requirements by the State of California, Department of Education shall be submitted to HSA (including the CD801A) with copies submitted to the HSA Child Care Program Manager;
- All fiscal reports (including the EFD/CDFS 9500-AP) shall be submitted monthly by the 17th of the month to HSA fiscal office;
- The Council will fully support and promote parental choice. All non-relative exempt child care providers must be processed by the Trustline Registry;
- Exempt providers will be informed of and encouraged to attend the exempt provider training program conducted by Child Care Coordinating Council (CCCC);
- All Stage 2 recipients who become unemployed will be strongly encouraged to contact the HSA SUCCESS centers for assistance;
- PACE will establish a quality assurance procedure for child care plan payments;
- PACE will include a statement prohibiting the provider from engaging in religious instruction or worship while providing child care and development services;
- PACE will establish a quality assurance procedure for periodic review by a supervisor or manager of randomly selected cases;
- PACE will provide the previous year's internal and State audit reports, and a copy of self assessment CMR to the HSA Child Care Program Manager;
- HSA will conduct an annual fiscal audit of Contractor as relevant to this agreement.
- PACE will provide copies of all Stage 2 fiscal and program reports submitted to the state for their own individual Stage 2 contracts.
- PACE will attend quarterly fiscal meetings with HSA staff.

REVISED EXHIBIT D

PACE staff and HSA staff, including the HSA Child Care Program Manager, will have monthly meetings (or more or less often as needed and agreed upon by the HSA Child Care Program Manager and PACE staff), to continue to design the processes to ensure the effectiveness of services to families as those processes are implemented.

PACE and HSA will develop a client file that meets the needs of each agency that is easy for families to use, and ensures the transfer of family data is consistent and correct.

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COUNTY OF SAN MATEO MEMORANDUM

DATE:	July 24, 2001			
TO:	Pricilla Harri	s Morse	÷.	
FROM:	Deborah Jaeg	er, HSA210	Fax: (650) 508	-0782
SUBJECT:	APPROVAL	OF INSURAN	ICE	
CONTRACTOR:	Professional .	Association for	Childhood Ed	ucation
DO THEY TRAVEL:	No		· ·	
PERCENT OF TIME				-
NUMBER OF EMPLOYEES	5			
DUTIES (SPECIFIC):	To Provide St	tage 2 child car	e and developr	nental services.
COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	PIM_	<u> </u>		
Motor Vehicle Liability		·····		
Professional Liability				
Worker's Compensation	3 <u>tatutou</u>			

REMARKS/COMMENTS:

This is the second contract under Stage 2. This contract is paid from an allocation received from the California Department of Education. This contractor receives 80% of the grant that is received by HSA. This year the contractor will receive \$282,984. This will amend the original contract amount to \$1,161,051. Contractor will receive 50% of the \$282,984 as an initial amount. After the initial amount is paid contractor will be paid for actual additional costs accumulated for each quarter.

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Manager, Risk Management

PACEAPP

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

JUL 20 '01 15:32

415 749 6862 PAGE 03

POLICY NUMBER: I-660-253N896A-TCT-01

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 01 - 22 - 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

SAN MATED COUNTY HUMAN SERVICES AGENCY

400 HARBOR BLVD. BLDG. C

BELMONT CA 94002

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for that insured.



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Page 1 of 1

006753

Human Services Management Corporation

Summary of Insurance Coverage

March 21, 2000 Uren, Harrison, Kennedy

OMNI PACKAGE POLICY COVERAGE

Travelers Indemnity of CT Policy # 660253N896A01 Effective 02/01/2001 To 02/01/2002

Property Located at:

- 1.1. 2014 Tulare Street, Suite 217, Fresno, CA 93721
- 2.2. 1290 Sutter Street, Suite 200, San Francisco, CA 94109
- 3.3. 1046 W. Taylor, Suite 205, San Jose, CA 95126
- 4.4. 6355 Riverside Boulevard, Bldg. #, Suite T, Sacramento, CA 95126
- 5.5. 6650 Commerce Boulevard, #14, Rohnert Park, CA 94928

Commercial Property Coverage

Building (Tenants Improvements & Betterments)-

Special (Including theft) Form, 80% coinsurance clause, \$250 deductible, replacement cost.

1.1. \$7,200

Business Personal Property -

Special (Including theft) Form, 80% coinsurance clause, \$250 deductible, replacement cost.

1.1. \$26,000 2.2. \$52,000 3.3. \$21,000 4.4. \$21,000 5.5. \$21,000

Some of the exclusions are: expenses incurred due to the enforcement of building ordinances or law, earth movement (slide, earthquake, etc.), government action, nuclear hazard, power failure, war/military action, pollution*, flood & certain other water damages. Refer to your policy for complete terms.

Please note that tennis courts, retaining walls, fences, and certain other separate structures are not covered unless specifically added to the policy. There might be limited coverage for certain separate structures, however coverage is minimal. Refer to your actual policy for limits, conditions, and exclusions.

INCLAID

*Pollution is also excluded under your liability insurance, including bodily injury arising therefrom.

Year 2000 (Y2K) computer problems are not covered under your property, general liability or small computer coverage. Deficiency in computer software and/or hardware engineering is not a covered cause of loss.

Computerized Business Equipment Coverage

Provides coverage for risks of direct physical loss to covered property except those causes of loss listed in the exclusions section of your policy. Covered losses subject to a \$250 deductible, except equipment failure, which is subject to a \$1,000 deductible.

Hardware Limit	\$31,000
Data & Medica Limit	\$60,000
Transit:	\$25,000

Year 2000 (Y2K) computer problems are not covered under your property, general liability or small computer coverage. Deficiency in computer software and/or hardware engineering is not a covered cause of loss.

Commercial General Liability Coverage

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Legal Liability Limit-Any One Fire	\$ 300,000
Personal & Advertising Injury Limit	\$1,000,000
Medical Payments Limit-Any One Person	\$ 5,000

Provides liability coverage for property damage and/or bodily injury for which you are liable, subject to certain exclusions, some of which are willful and/or intentional acts, pollution, and damage to property in your care, custody or control, employment related practices, asbestos, discrimination, or lead. Please refer to your policy for a complete list of all exclusions.

w., . .

Commercial Business Auto Coverage

Travelers Indemnity Company of CT Policy #810904D464601 Effective 02/01/2001 To 02/01/2002

Bodily Injury/Property Damage	\$1,000,000 Per Accident
Auto Medical Payment	\$ 5,000 Per Insured
Uninsured Motorist	\$1,000,000 Per Accident
Comprehensive-	
Actual Cash Value Less Deductible	\$250 Deductible
Collision-	
Actual Cash Value Less Deductible	\$500 Deductible
Hired Auto Physical Damage	\$25,000 Limit
Comprehensive Deductible: \$100	
Collision Deductible: \$500	

Includes Non-Owned & Hired Automobile Liability.

Vehicle Insured:

1999 Ford Explorer

Workers' Compensation Coverage

Travelers Indemnity Company of CT Policy #UB225C326701 Effective 02/06/2001 To 02/06/2002

PART A - Workers' Compensation Coverage:

Statutory Limits, including medical payments and disability income from day 1 for cases involving hospitalization and after the 3rd day in cases involving no hospitalization.

PART B - Employer's Liability Limit - \$1,000,000

The following payroll estimates were used to determine your premium:

Salespersons-Outside, Code 8742	\$714,000
Clerical Office-NOC, Code 8810	\$777,200

The payroll is subject to audit at expiration.

Subject to certain exclusions such as injury intentionally caused or aggravated by you; and damages arising out of the discharge, coercion of or discrimination

against any employee in violation of the law. Please see your policy for a complete list of all exclusions.

Directors & Officers Liability

Philadelphia Indemnity Insurance Company Policy #HFP0003297 Effective 09/10/2000 To 09/10/2001

> \$1,000,000 D&O Liability each policy period \$1,000,000 Employment Practices each policy period \$1,000,000 Aggregate Limit, ALL PARTS, each policy period

Directors & Officers Liability Deductible: \$10,000, each claim Employment Practices Liability Deductible: \$25,000 each claim

Pending or Prior Date: 9/10/99

Refer to your policy for conditions and exclusions.

This is a summary of coverage for your convenience only.

Policies are subject to exclusions and conditions. For complete details, please read your policies.

If there is a conflict between this summary of coverage and policy terms, the conditions of the policy shall govern.

The following are optional available coverages.

Some of these you might already have-please refer to your policies.

- Earthquake
- Flood
- Loss of Earnings
- Extra Expense
- Employee Dishonesty, Burglary
- \$1,000,000 Or More Excess Liability
- Excess Fire Damage Liability
- Employee Benefits Liability
- Pension Plan (Fiduciary) Liability
- Blue Cross Medical Coverage
- Business Continuation (Insurance on Owners and/or Key Employee)
- Legal Expense Reimbursement For Employer's Wrongful Discharge and/or Discrimination and/or Abuse Or Molestation Legal Expense Reimbursement and/or Social Service Employees Criminal Defense Reimbursement

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

		فيهيد والمتهيج والمتقالين والمستاك والمتعالية المستطناتين		
I Vendor Identification				
Name of Contractor:	PALEAPP	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
Contact Person:	Ken Hoens	HV.	· · ·	
Address:		AZ ST. #200		
		12, CA 94/09		
Phone Number:	45-749-6850	E Fax Number: 9//3	749-4862	-
ll Employees				
Does the Contractor h	ave any employees?	<u> </u>		
Does the Contractor p	rovide benefits to spou	uses of employees?	Yes No	
if the an	swer to one or both of the a	above is no, please skip to S	Section IV.	
III Equal Benefits Comp	liance (Check one)			
employees with sp	oouses and its employe or complies by offering	ees with domestic partr	ned by Chapter 2.93, to ers. nent to eligible employe	
No, the Contractor			· · ·	
The Contractor is and expires on		aining agreement whic	h began on (date	;)
IV Declaration				
I declare under penalty true and correct, and th	at I am authorized to b	ind this entity contractu		s _.
Executed this <u>25</u> day	of <u>JU1</u> , 20 <u>01</u> at _	BERNAN	, CA	
		(City)	(State)	
Kin Halaa	<i>n</i>	Name (Please	4~J	
Signature	· · ·	Name (Please	Print)	

CASE MANALCOZ Title 94-2375212 Contractor Tax Identification Number

AMENDMENT TO AGREEMENT WITH CHILD CARE COORDINATING COUNCIL

FOR Stage 2 Child Care and Development Services

THIS AMENDMENT TO AN AGREEMENT, entered into on this day of ______, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Child Care Coordinating Council, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the parties entered into an agreement on July 25, 2000, the County and the Contractor have entered into an Agreement retaining Contractor for the purpose of providing professional Stage 2 childcare and development services in San Mateo County; and

WHEREAS, that the parties now wish to amend the agreement;

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

1. Section 3: <u>Payments</u>, Part A <u>Maximum Amount</u> of the original agreement is hereby amended to read as follows:

In full consideration of Contractor's performance of the services described in Revised Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$4,644,202.

2. Section 7: <u>Non-Discrimination</u> of the original agreement is hereby amended to read as follows:

Contractor shall comply with the non-discrimination requirements described below: A. <u>Section 504 of the Rehabilitation Act of 1973.</u>

- Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance,

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attached and incorporated herein as Exhibit C, <u>or</u> by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

- B. <u>Non-Discrimination General.</u> No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- C. <u>Non-Discrimination Employment.</u> Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

<u>Violation of the Non-Discrimination provisions</u> is hereto incorporated, and shall become part of this agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

i) termination of this Agreement;

ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

iii) liquidated damages of \$2,500 per violation;

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

i) examine Contractor's employment records with respect to compliance with this paragraph;

ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

3. Section 8: <u>Child Abuse Prevention and Reporting</u> of the original agreement is hereby amended to read as follows:

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code § 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to a an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.
- 4. **Revised Exhibit A:** <u>Program Description</u>, attached hereto and incorporated by reference herein, hereby replaces Exhibit A that was attached to the original agreement.
- 5. **Exhibit B1:** <u>Fiscal Provisions and Payment Schedule</u>, attached hereto and incorporated by reference herein, is added to this agreement.
- 6. **Revised Exhibit D:** <u>Program Monitoring</u>, attached hereto and incorporated by reference herein, hereby replaces Exhibit D that was attached to the original agreement
- 7. All other terms and conditions of the agreement dated July 25, 2000, 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:_____ Michael D. Nevin, President Board of Supervisors, San Mateo County

Date:_____

Child Care Coordinating Com Contractor - Print Name of Jan Mate Janette E. Stokley, Name, Title - Print Executive Direce Jon 0x Signature 2 Date: July -22 Tax 10# 94

ATTEST:

Clerk of Said Board

Date:_____

REVISED EXHIBIT A

PROGRAM DESCRIPTION CHILD CARE COORDINATING COUNCIL JULY 1, 2000 THROUGH JUNE 30, 2002

I. Program Description

The Child Care Coordinating Council (CCCC) provides funding to Stage 2 child care recipients.

Stage 2 child care recipients are working adults who need child care and whose income is below the 75% State Median Income cap. Recipients may choose from a full range of types and categories of care including non-sectarian and in-home care where two or more children are served. Payments are then made monthly by CCCC to the providers for child care services. Stage 2 child care is limited to a maximum of two years.

Beginning July 1, 2000, CCCC provided Stage 2 child care for 80% of those children referred by San Mateo County HSA who were already enrolled or eligible for Stage 2 child care up to a maximum allocation from HSA of \$3,512,266 for fiscal year 2000/2001.

Beginning July 1, 2001, CCCC shall provide Stage 2 child care for 80% of those children referred by San Mateo County HSA who are already enrolled or eligible for Stage 2 child care up to a maximum allocation from HSA of \$1,131,936 for fiscal year 2001/2002.

II. Contractor's Outcome Based Management Responsibilities:

- Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:
- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- · Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- · Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

REVISED EXHIBIT A

Human Services Agency's Outcome Based Management Responsibilities:

Agency Shall:

- Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- Issue and review OBM Implementation Guidelines.
- Conduct review of performance and outcome information.

EXHIBIT B1

FISCAL PROVISIONS AND PAYMENT SCHEDULE (FOR THE PERIOD OF JULY 1, 2001 THROUGH JUNE 30, 2002) CHILD CARE COORDINATING COUNCIL JULY 1, 2000 THROUGH JUNE 30, 2002

Fiscal Provisions

For FY 2001-02, San Mateo County Human Services Agency (HSA) has been allocated a total of \$1,414,920 from the California Department of Education (CDE) for provision of Stage 2 child care.

\$1,131,936 or 80%, will be allocated to Child Care Coordinating Council (CCCC) for the provision of child care services under this agreement. Child care payments to providers will be made consistent with what providers charge non-subsidized parents and within the regional market rates established by the California Department of Education. CCCC's average cost of care per child is \$550 monthly. Of the \$1,131,936 allocated to CCCC, no more than 20% or \$226,387 may be expended on administration expenditures as defined by CDE. In the event that CCCC under this agreement invoices HSA for administration costs in excess of the allowable 20% limit, HSA will reject for payment the amount in excess of the 20% limit.

Payment Schedule

Upon execution of this agreement, HSA shall issue to (CCCC) the amount of \$565,968 as advance payment for the services provided under this contract for the months of July through December, 2001.

Upon execution of this agreement, CCCC shall for each month of this agreement submit by the 15^{th} of the following month an invoice, in a format specified by HSA, for services provided under this agreement. CCCC shall also submit by the 17^{th} of each month the 9500-AP data reporting forms required by CDE.

Upon satisfactory receipt of the required invoices and the required 9500-AP forms for July through December, 2001, HSA in January, 2002 shall issue to CCCC an amount equal to the actual costs, including administration costs, for the period July through December, 2001 invoices adjusted for the difference between the allowable, invoiced costs for July through December, 2001 and the initial advanced amount of \$565,968. In the event that such amount is a negative amount, such amount will be deducted from future allowable invoiced costs until fully liquidated.

Effective January 1, 2002 upon satisfactory receipt by the 15^{th} of the month of the required invoice and upon satisfactory receipt of the 9500-AP forms by the 17^{th} of the month for the previous month, HSA shall issue to CCCC by the 30^{th} of the month an amount equal to the allowable costs of the invoice.

PROGRAM MONITORING CHILD CARE COORDINATING COUNCIL July 1, 2000 through June 30, 2002

The County of San Mateo Human Services Agency (HSA) has an established relationship with the Contractor for the provision of Stage 2 child care and development services. The Contractor shall work with HSA to facilitate a smooth transition from Stage 1 to Stage 2 for HSA's child care recipients. There will be minimal, if any, interruption of services for HSA families as they transition between child care stages. CCCC will consider the following as options for their development of "least intrusive" procedures, some of the activities include the following:

- CCCC will develop a flexible schedule of off-hours and weekend appointments to accommodate families as needed;
- Initial certifications will be completed face-to-face. Recertifications will also be completed face to face. Updates not requiring recertification may be completed by mail or other electronic means rather than in person, as appropriate;
- A language specific Notice of Action will be used to inform families of changes from Stage 1, and Stage 2, by mail and;
- The CD 9600 will be sent from the San Mateo County Human Services Agency to CCCC with supporting documents attached, and will service as a single application for both agencies. All reporting requirements by the State of California, Department of Education shall be submitted to HSA (including the CD801A) with copies submitted to the HSA Child Care Program Manager;
- All fiscal reports (including the EFD/CDFS 9500-AP) shall be submitted monthly by the 17th of the month to HSA Fiscal Office;
- CCCC will fully support and promote parental choice; All non-relative exempt child care providers must be processed by the Trustline Registry;
- Exempt providers will be informed of and encouraged to attend the exempt provider training program conducted by CCCC;
- All Stage 2 recipients who become unemployed will be strongly encouraged to contact the HSA SUCCESS centers for assistance;
- CCCC will establish a quality assurance procedure for child care plan payments;
- CCCC will include a statement prohibiting the provider from engaging in religious instruction or worship while providing child care and development services;
- CCCC will establish a quality assurance procedure for periodic review by a supervisor or manager of randomly selected cases;
- CCCC will provide the previous year's internal and State audit reports, and a copy of self assessment CMR to the HSA Child Care Program Manager;
- HSA will conduct an annual fiscal audit of Contractor as pertains to this agreement.
- CCCC will provide copies of all Stage 2 fiscal and program reports submitted to the State for their individual Stage 2 contracts.
- CCCC will attend quarterly fiscal meetings with HSA staff.

REVISED EXHIBIT D

CCCC staff and HSA staff, including the HSA Child Care Program Manager, will have monthly meetings (or more or less often as needed and agreed upon by the HSA Child Care Coordinator and CCCC staff), to continue to design the processes to ensure the effectiveness of services to families as those processes are implemented.

CCCC and HSA will develop a client file that meets the needs of each agency Program Manager that is easy for families to use, and ensures the transfer of family data is consistent and correct.

COUNTY OF SAN MATEO MEMORANDUM

DATE:	July 19, 2001			
TO:	Pricilla Harris	s Morse		
FROM:	Deborah Jaeg	er, HSA210	Fax: (650) 508	-0782
SUBJECT:	APPROVAL	OF INSURAL	ICE	
CONTRACTOR:	Child Care Co	pordinating Co	uncil	· .
DO THEY TRAVEL:	No			
PERCENT OF TIME				
NUMBER OF EMPLOYEE	S			
DUTIES (SPECIFIC):	To provide sta	nge 2 child card	e services and d	evelopment services
COVERAGE:	Amount	Approve	Waive	Modify
Comprchensive Gen Liability	Elm_	<u> </u>	·	
Motor Vehicle Liability	Elm_	<u> </u>		
Professional Liability				
Worker's Compensation	<u>E (m</u>	~		·
Fidelity Bond REMARKS/COMMENTS:	\$50K	\smile		

This contract is paid from an allocation received from the California Department of Education. This contractor receives 80% of the grant that is received by HSA. Last year Contractor received \$3,512,266. This year the contractor will receive \$904,749 amending the contract amount to \$4,417,015. The Contractor will receive an initial sum of \$226,187 on contract approval of amendment and then will be paid quarterly based opcosts.

noise

Manager, Risk Management

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	Leandro CA 94577 ne: 510-351-7460 (Fai	x;510-357-3230		INSURERS	AFFORDING COVERAG	E	!
เรบ	RED		INSURER A:	Great Amer.	ican Ins. Compa	nies	
	Child Care Coor		INSURER E:	Republic In	ndemnity Co of	CA	
	Council of San 700 S. Claremon	Mateo County	INSURER C:			·	
	San Mateo CA 94	402	INSURER D:				
20	VERAGES						<u> </u>
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	GENERAL LIABILITY		07/01/99	07/01/00	FIRE DAMAGE (Any one fire)	s 1000	
A	X COMMERCIAL GENERAL LIABILITY	PAC2253699	0701733	07701700	MED EXP (Any one person)		500
					PERSONAL & ADV INJURY	s 1000	
					GENERAL AGGREGATE	s 1000	1000
					PRODUCTS - COMP/OP AGG	s 1000	100
 A	AUTOMOBILE LIABILITY	PAC2253699	07/01/99	07/01/00	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000)
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D =		I	TISPECIAL PROVISION	15			-

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate holder is also additional insured in reference to Endt CG2005.

10 day notice of cancellation for non-payment of premium.

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CERTIFICATE HOLDER	N ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
	HUMAN02	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
-		EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
Lorna Str	or Blvd. #C	30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.
1		A CORD CORPORATION 15-

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Vendor Identification	
Name of Contractor:	Child Care Condenating Council o Janette E. Storkley Sa Moster C
Contact Person:	Janette E. Stokley Sa Mater C
Address:	700 S. Claremant =
	Son Mateo CA 90442
Phone Number:	<u>650-696-878</u> Fax Number:
	ext 266
Il Employees	
Does the Contractor h	ave any employees? <u> </u>
Does the Contractor p	provide benefits to spouses of employees? Yes No
	swer to one or both of the above is no, please skip to Section IV.*
<u></u>	
III Equal Benefits Comp	oliance (Check one)
in lieu of equal be No, the Contracto	r does not comply. under a collective bargaining agreement which began on (date)
IV Declaration	
true and correct, and th	of perjury under the laws of the State of California that the foregoing is at I am authorized to bind this entity contractually.
Executed this <u>25</u> day	of July, 2001 at <u>Son Mates</u> , <u>CA</u> (City) (State)
Jonette & Att	Alley Tate E.Stokler
Julialule	Name (Please Print)
Executive]	
Executive ? Title	$\frac{3ane(n)}{Name (Please Print)}$ $\frac{94 - 2226587}{Contractor Tax Identification Number}$