



**AN AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
CHILD CARE COORDINATING COUNCIL**

**For the period of
March 26, 2002 through December 31, 2004**

Contact Person:

Lorna Strachan

Child Care Program Manager

(650) 802-5193

*Contractor
Services*

Agreement with Child Care Coordinating Council

For

- 1) Provisions of training exempt child care providers.
- 2) Providing a designated (800) "Warmline" (phone line) for San Mateo County CalWORKs participants.
- 3) Providing funding for a full-time staff for the purpose of planning, developing and securing additional financing for those facilities that will receive funding from the Child Care Facilities Expansion Fun.
- 4) Administration and management of the HSA Leavers Project.
- 5) Administration and management of the Peninsula Quality Fund for Early Childhood Facilities.

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Child Care Coordinating Council, hereinafter called "Contractor";

W I T N E S S E T H :

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services of:

- 1) Offering training to exempt child care providers.
- 2) Providing a designated (800) "Warmline" (phone line) to allow CalWORKs participants to obtain child care resources and referrals or other child care services.
- 3) Providing a full-time staff member for the purpose of planning, developing and securing additional financing for those facilities that will receive funding from the Child Care Facilities Expansion Fun
- 4) Administrating and managing the HSA Leavers Project.
- 5) Administrating and managing the Peininsula Quality Fund for Early Childhood Facilities.

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

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits & Attachments**

1. Exhibit A: Program Descriptions
2. Exhibit B: Payment Schedule
3. Exhibit C: Program Monitoring
4. Exhibit D: Section 504 Compliance
5. Exhibit E: Equal Benefits Compliance Declaration

3. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

4. **Payments**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$847,689 for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

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C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

5. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

6. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. **Insurance**

A. The Contractor shall not commence work or be required to commence

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work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.**

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below. Such insurance shall include:

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- (a) Comprehensive General Liability \$ 1,000,000
- (b) Motor Vehicle Liability Insurance \$ 1,000,000
- (c) Professional Liability \$ 1,000,000

After three (3) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

- 1) 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) Compliance of 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, attached and incorporated herein as Exhibit C, or 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.

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- B. **Non-Discrimination - General.** 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. **Non-Discrimination - Employment.** 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.
- D. **Equal Benefits**
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

9. **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

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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.

10. Child Abuse Prevention and Reporting.

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, California Penal Code Section 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.

11. Assignments and Subcontracts

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

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C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

12. **Records**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

14. **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D, attached hereto and incorporated by reference herein.

15. **Program Specific Requirement**

The program specific requirements contained in Exhibit E, attached hereto and incorporated by reference herein.

16. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties

hereto.

17. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
Human Services Agency
Lorna Strachan, Child Care Program Manager
400 Harbor Avenue, Building B
Belmont, CA 94002
(650) 802-5193

- 2) In the case of Contractor, to:
Child Care Coordinating Council
Janette Stokley, Director
700 South Claremont Street, Suite 107
San Mateo, CA 94002
(650) 696-8780 extension 266

B. **Controlling Law.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

18. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 26, 2002 through December 31, 2004.

This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
*Jerry Hill, President
Board of Supervisors, County of San Mateo*

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

*Child Care Coordinating Council
Contractor - Print Name
of San Mateo County, Inc*

Janette E. Stokley
Name, Title - Print

Janette E. Stokley
Signature

Date: *March 12, 2002*

Tax ID # *94-2226587*

DESCRIPTION OF CONTRACTOR'S RESPONSIBILITIES

Child Care Coordinating Council
March 26, 2002 through December 31, 2004

This agreement is for the Exempt Provider Training Program, the 800 "Warmline" (phone line), to fund a full time position for the purpose of planning, developing and securing financing sources for facilities that will receive funds from the Child Care Facilities Expansion Fund, HSA Leavers Project and the Peninsula Quality Fund for Early Childhood Facilities.

The term for services in this agreement for the Exempt Provider Training Program and for the "Warmline" (phoneline) is March 26, 2002 through June 30, 2004.

The term for funding the full time position, HSA Leavers Project and Peninsula Quality Fund for Early Childhood Facilities is March 26, 2002 through December 31, 2004.

1. Exempt Provider Training Project (Exempt from State Licensing Requirements):

The Child Care Coordinating Council's Exempt Provider Training Project is linked to the Pre-natal to Three Initiative, a large comprehensive community model for coordinating and enhancing the system of care for Medi-Cal Families and their infants and toddlers in San Mateo County. The target populations of the Exempt Provider Training Project are the Pre-natal to Three families and their child care providers and participants in the Human Services Agency's CalWORKS program and their child care providers.

The Project's Purposes:

- Enhance the ability of exempt child care providers to provide quality child care.
- Promote the growth and development of the infants and toddlers served by the Initiative.
- Work with Pre-natal to Three parents to help them succeed in their search for quality child care.
- Introduce the economic benefits of family child care as a profession.
- Evaluate the effectiveness of outreach and curriculum strategies with exempt child care providers.

Project Participants Receive The Following:

- English/Spanish training sessions covering the subjects of early childhood education and development, the importance of establishing relationships with infants, toddlers and their parents, communicable diseases, immunizations, nutrition, the infant/toddlers and their parents, safety, lead poisoning awareness and prevention and disaster

preparedness.

- A training video (cost: \$25.00 each) as an incentive for the successful completion of the second training session.
- An Infant-Toddler CPR class (cost: \$50.00 per participant) as an incentive for the successful completion of the third training session.
- \$250 worth of purchase material, equipment, first aid kit or other related start-up materials as an incentive for the successful completion of the fourth session.
- Voluntary connections with mentors who provide support and technical assistance regarding the licensing process, as well as the parent/provider relationship.
- Child care and/or transportation, if needed, to attend the training sessions.
- Assistance with the "Trust Line" process, information regarding the Child Care Food Program, other training activities and/or other resources.
- Voluntary home visits where participants receive support and/or suggestions regarding their care giving environment.
- Informal support groups
- Information regarding the different options for available child care.
- Information regarding available subsidized child care in the country.
- Placement on the Centralized Eligibility List for subsidized care.

Intentional Child Care Providers Provide Better Quality Child Care

By offering training and incentives to exempt child care providers, Human Services Agency believes this project can increase the quality of the care giving experience for infants and toddlers. Keeping the child's physical, social and emotional development in mind, the project encourages both parents and providers to work together as a team for the child.

Overall, the Exempt Provider Training Program helps support the Council's belief and goal to have all young children in San Mateo County cared for in a quality setting - a safe, nurturing environment with competent care givers.

2. (800) "Warmline" (phone line)

The contractor agrees to provide the following services:

- A designated (800) "Warmline" (phone line) for San Mateo County Human Services Agency CalWORKs and Child Protective Services participants to obtain child care resource and referral information. Participants also receive information on other available services such as the Child Care Food Program, Parent Services Project, and Exempt Provider Training Program. Any specific CalWORKs questions are referred back to the Human Services Agency.
- Staff the phone line with an actual staff member, five days a week, from 10 a.m. to 6 p.m. with voice message services after hours.
- Staff assistance with any "drop-in" CalWORKs and Child Protective Services participants seeking information.

unavailable and rates are charged on a sliding fee scale designed to charge lower-income families the least amount feasible for the economic viability of the center, rates will be determined appropriate.

3. That Resource Parents who provide foster care and/or adoptive care shall ensure priority enrollment to those children in need in San Mateo County. The Contractor shall provide appropriate out-reach and inform Resource Parents of such preferential enrollment at all projects that are supported with funding from the Human Services Agency.

4. HSA Leavers Project (Families who may not know they are eligible for child care)

The Contractor will provide staff who work with the Alternative Payment Program and who are knowledgeable about CalWORKS child care rules. Staff will include Stage 2 and Stage 3 case managers. (Stage 1 refers to the Unemployed, Stage 2 refers to the Employed and Stage 3 refers to those who have used Stage 1 and Stage 2 to the 2 year maximum who still need child care services.) These staff will undertake the following scope of work with the goal of meeting the unmet child care needs of families who exit from CalWORKS without receiving counseling. The Contractor will provide the following services to achieve the goal of assuring that such families are contacted about their child care options:

1. Review the Child Care Coordinating Council's Subsidy Management Program Stage 2 child care records and corresponding Stage Two records of Professional Association for Childhood Education-Alternative Payment Program to identify families that did not follow through in making the child care arrangements that were called for in the transfer plan from Stage 1 to Stage 2.
2. Collaborate with Human Services Agency Stage One Child Care Specialists, IESS (Income Employment Services Specialists) and the Family Support Division to identify families who exit Stage One without child care assistance.
3. Cross-check HSA records for CalWORKS, Medi-Cal (all of California) and the Family Support Division to identify all families that were eligible for CalWORKS since January 1, 1998 and did not use child care assistance.
4. Attempt to contact (via certified mail and telephone and other means as feasible) all families identified in steps one through three to determine their current child care needs, provide child care information and referrals, and help them enroll in CalWORKS child care, as eligible and as needed. As a secondary goal, the Contractor will also remind the family of the availability of other resources including Medi-Cal, Healthy Families, Reduced or Free Lunch Program, etc. that will help to assure the long-term well-being of children and families.

5. Peninsula Quality Fund for Early Childhood Facilities:

The Contractor will administer and manage funds for the Peninsula Quality Fund for Early Childhood Facilities (Peninsula Quality Fund).

This fund offers grants of up to \$20,000 for quality improvements to licensed, non-profit child care centers serving low-income children in San Mateo County. Child Care centers serving low-income children are challenged to generate operating revenue that can cover the full cost of providing care. As a result, these centers must often defer much needed families maintenance and improvements. This compromises the quality of child care programs, affects basic health and safety, increases other operating costs and impact children’s learning experiences while in child care. In long-term, such under-investment reduces competitiveness and economic viability of the child care provider. This Peninsula Quality Fund provides funding for improvements such as the following:

- Playground, bathroom and classroom renovation;
- Roof repairs;
- Painting and plumbing improvements;
- Smoke and fire alarm repairs;
- New windows, doors and appliances to lower energy costs;
- Earthquake supplies; and
- Computer equipment.

Child care centers are eligible, through a competitive application to the Peninsula Quality Fund for up to \$20,000, for facilities improvements that enhance quality and contribute to the long-term financial viability of their program.

As a condition of funding, child care center managers must develop a long-term business plan that will address a number of issues affecting the financial viability of their center. By participating in this initiative, child care center managers will be linked to sources of low-cost materials and supplies as well as to volunteer and below-market labor contributed by community businesses and community Partners. These centers will also have access to specialized expertise to make good business decisions about how to improve their facilities.

It is the County’s goal to increase the number of licensed child care spaces within San Mateo County.

6. Outcome Based Management Responsibilities:

Contractor’s Responsibilities:

Contractor will engage in activities and supply information required to implement the County’s Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not

PAYMENT SCHEDULE

Child Care Coordinating Council
March 26, 2002 through December 31, 2004

1. Exempt Provider Program

The cost for fiscal year 2001-2002 for this project is \$137,000.

Payment for March 2002 and Anticipated Payments for Fiscal Years 2002 - 2004		
March 2002	Fiscal Year 2002-2003	Fiscal Year 2003-2004
\$137,000	\$137,000	\$137,000

Payment Terms:

Contractor will invoice Human Services Agency as follows:

- The amount of \$137,000 for March 2002 upon approval of the contract.
- The amount of \$137,000 for Fiscal Year 2002-2003 in July of 2002.
- The amount of \$137,000 for Fiscal Year 2003-2004 in July of 2003.

2. (800) "Warmline" (phone line)

The payment Fiscal Year 2001-2002 for this project is \$74,843.

Payment for March 2002 and Anticipated Payments for Fiscal Years 2002-2004		
March 2002	Fiscal Year 2002-2003	Fiscal Year 2003-2004
\$74,843	\$74,843	\$74,843

Funding Totals:

Line Item	Totals
Personnel Total	\$132,324
Total Goods, Services & Occupancy	\$29,837
Total Budget	\$162,161

4. HSA Leavers Project:

Upon execution of this Agreement, County shall pay the contractor a lump sum payment upon receipt and approval of invoice the amount of \$24,999. Below is a budget showing how the funding will be used:

Program Staff Salaries and Benefits:

Line Item	Cost
Program Director: 25 hours @ \$40 per hour	\$1,000
Program Associates: 600 hours @ \$25 per hour	\$15,000
Benefits @ 30%	\$3,600
Program Staff Salaries and Benefits Subtotal	\$19,600

Operational Costs and Supplies:

Line Item	Cost
Office and Occupancy	\$2,8468.50
Postage	\$200.00
Copying	\$400.00
Printing	\$100.00
Local Travel: 300 miles @ 33 cents/mile)	\$99.00
Accounting a Audit Allocation of Shared Expense	\$1,000.00
Administration Allocation of Shared Expense	\$753.50
Operations and Supplies Subtotal	\$5,399

Funding Totals:

Line Item	Totals
Program Staff Salaries and Benefits	\$19,600.00
Operational Costs and Supplies:	\$5,399.00
Total Funding:	\$24,999.00

5. Peninsula Quality Fund for Early Childhood Facilities:

Upon execution of this Agreement, County shall pay the contractor a lump sum payment upon receipt and approval of invoice the amount of \$25,000 for use as described in Exhibit A.

Invoices, documentation, and report should be submitted to:

Lorna Strachan, Child Care Program Manager
San Mateo County
Human Services Agency
400 Harbor Boulevard, Bldg B
Belmont, CA 94002

PROGRAM MONITORING

Child Care Coordinating Council
March 26, 2002 through December 31, 2004

1. Exempt Provider Training Program

The Exempt Provider Training Program will be monitored on behalf of the County by the Child Care Program Manager. A six, twelve, eighteen, twenty-four, thirty, and thirty-six month status report will be obtained to document the activity of the contractor. The six, eighteen and thirty month status reports will include responses to specific questions about the project's success (see attachment B).

The Child Care Program Manager will review all status reports to assess the usage of the program, level of service and ability of the contractor to meet the specifications of the contract. The Child Care Program Manager will assess program needs with the contractor by telephone or in person at least quarterly. These contacts will be used to discuss any problems or concerns of the contractor or to resolve any issues that may come up.

2. Referral and Information Line

The Child Care Program Manager will obtain a status report on the telephone line usage on a monthly basis. This will include a review of the form completed by the Contractor listing the number of calls received, a list of clients who have called with a social security number, cities where the clients live, cities where the child care services are provided the number, name and social security number of "drop-in" CalWORKs clients, the time of the day the call was received. The monthly status report include information on client referrals made by the Human Services Agency Child Care staff to the designated (800) "Warmline". (See attachment C)

EXHIBIT D

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Type or Print

Name of 504 Person: Nancy Mofakham, Human Resources Manager

Address: 700 S. Claremont

City & State Zip Code: San Mateo, CA 94402

I certify that the above information is complete and correct to the best of my knowledge.

March 2, 2002
Date

Janele F. Stokley
Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Child Care Coordinating Council of San Mateo County
 Contact Person: Janette E. Stokley
 Address: 700 S. Clarendon
San Mateo CA 94402
 Phone Number: 650-696-8780
 Fax Number: 650-843-8719

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 12 day of March 2002 at San Mateo, California
(City)

(State)
Janette E. Stokley
 Signature
Executive Director
 Title

Janette E. Stokley
 Name (Please Print)
94-2226587
 Contractor Tax Identification Number

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 03/04/02
TO: Priscilla Harris Morse
FROM: Deborah Jaeger, HSA210 Fax: (650) 596-3478
SUBJECT: APPROVAL OF INSURANCE
CONTRACTOR: Child Care Coordinating Council

DO THEY TRAVEL: No

PERCENT OF TIME

NUMBER OF EMPLOYEES More than 1

DUTIES: See Remarks/Comments

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: This contract is for \$913,362. Because this is a complex contract I have attached exhibit A for you information of services.

Priscilla Morse
Manager, Risk Management

Ins. form

PONY EPS163

SUBMIT TO RISK MANAGEMENT
OR

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE

SP ID G1
CHILD-7
DATE (MM/DD/YY)
10/31/01

PRODUCER
McDermott-Costa Co., Inc.
Lic # 0167057
276 Dolores Ave
San Leandro CA 94577
Phone: 510-351-7460 Fax: 510-357-3230

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Child Care Coordinating
Council of San Mateo County
700 S. Claremont
San Mateo CA 94402

INSURER A: Philadelphia Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PHPK009231	07/01/01	07/01/02	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY	PHPK009231	07/01/01	07/01/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
EXCESS LIABILITY					EACH OCCURRENCE	\$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE	\$
<input type="checkbox"/> DEDUCTIBLE						\$
RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER	PHPK009231	07/01/01	07/01/02	Limit	50,000
	Empl Dishonesty				Ded	500

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.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
San Mateo County Human Services Agency Janice Jumper, Supervisor 262 Harbor Blvd., Bldg A Belmont CA 94002 HUMASEB		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 