



**SECOND AMENDMENT TO AN AGREEMENT
BETWEEN**

COUNTY OF SAN MATEO

AND

CHILD CARE COORDINATING COUNCIL

**For the period of
July 1, 2000 through June 30, 2005**

Contact Person:

Lorna Strachan

Child Care Manager

(650) 802-5193

**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 _____, 2002, 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, the parties entered into an agreement on July 1, 2000 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 to extend the term and the amount;

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

1. Section 1 of the original Agreement: Exhibits is amended to add the following which are attached hereto and incorporated by reference herein:

- Exhibit A1: Program Description
- Exhibit B2: Fiscal Provisions and Payment Schedule

2. Section 2 of the original Agreement: Services to be Performed is hereby amended to read:

In consideration of the payments hereinafter set forth in Exhibit B2 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 A1, attached hereto and incorporated by reference herein.

3. Section 3 of the original Agreement: Payments, part A Maximum Amount and part B Rate of Payment is hereby amended to read as follows:

- A. In full consideration of Contractor's performance of the services described in Revised Exhibit A and Exhibit A1, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$5,290,366.
- B. The rate and terms of payment shall be as specified in Exhibits B2. 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 Exhibits B2 be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Exhibit A

and Exhibit A1 to the full satisfaction of the Director of Human Services or her representative.

4. Section 18 of the original Agreement: Term of the Agreement is hereby amended to read as follows:

Subject to compliance with the terms and conditions of this Agreement for the term of this Agreement shall be from July 25, 2000 through June 30, 2005. 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.

All other terms and conditions of the agreement dated July 1, 2000 and previous amendments 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

ATTEST:

Clerk of Said Board

Date: _____

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

Date: _____

Child Care Coordinator
Contractor - Print Name Council

Janette E. Stokley
Name, Title - Print Executive Director

Janette E. Stokley
Signature

Date: May 7, 2002

Tax ID# 94-2226587

PROGRAM DESCRIPTION

CHILD CARE COORDINATING COUNCIL

For the period of July 1, 2002 through June 30, 2005

The Contractor will provide 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 the Contractor to providers for child care services. Stage 2 child care is limited to a maximum of two years.

The Contractor will provide Stage 2 child care funding for 80% of those children referred by San Mateo County Human Services Agency and who were already enrolled or eligible for Stage 2 child care up to the maximum allocation as specified by a yearly grant received from the California Department of Education (CDE). (See Exhibit B1 and Exhibit B2)

**FISCAL PROVISIONS AND PAYMENT SCHEDULE
CHILD CARE COORDINATING COUNCIL
For the period of July 1, 2001 through June 30, 2005**

Fiscal Provisions

For fiscal year 2001/2002, San Mateo County Human Services Agency (HSA) was allocated a total of \$1,414,920 from the California Department of Education (CDE) for provision of Stage 2 child care. In February 2002 CDE issued another allocation of \$817,705 for Fiscal Year 2001/2002 making the total amount allocated: \$2,232,625.

\$1,131,936 or 80% of \$1,414,920 was allocated to Child Care Coordinating Council (CCCC) for the provision of child care services under this agreement on July 1, 2001. An additional \$654,164 or 80% of the new allocation (\$817,705) will be issued to CCCC for these same services upon execution of the 2nd amendment to this agreement for Fiscal Year 2001/2002, making the total allocation \$1,786,100.

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 \$21,786,100 allocated to CCCC, no more than 20% or \$357,220 may be used for administration expenditures as defined by CDE.

This Agreement will be amended in July 2002, July 2003 and July 2004 to include yearly allocations from the CDE. CCCC will receive 80% of these yearly allocations. Of the 80% received each year only 20% may be used for administration expenditures as defined by CDE.

Payment Schedule

CCCC will invoice the County by the 15th of each month and will submit form 9500-AP by the 17th of each month for services performed for the previous month. Form 9500-AP is a reporting form required by CDE. Upon receipt and approval of monthly invoice and 9500-AP form, HSA shall issue to CCCC by the 30th of the month an amount equal to the allowable costs of the invoice.

The Contractor shall provide child care services to families/children to fully expend the contract amount allocated by the Human Services Agency for each fiscal year of the Agreement.

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 05/10/02
TO: Pricilla Harris Morse
FROM: Deborah Jaeger, HSA210 Fax: (650) 596-3478
SUBJECT: APPROVAL OF INSURANCE
CONTRACTOR: Child Care Coordinating Council
DO THEY TRAVEL: No

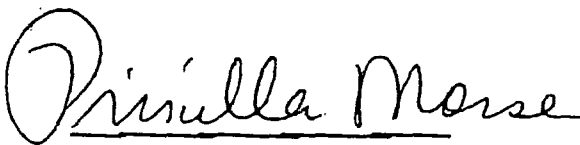
PERCENT OF TIME

NUMBER OF EMPLOYEES More than 1

DUTIES: Stage 2 child care services.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Professional Liability	<u>_____</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Worker's Compensation	<u>statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS: This Amendment adds \$654,164 to the Agreement and extends it by 3 years. New funding will be added for each of those years by Amending the Agreement. The total contract obligation is \$5,290,366.


Manager, Risk Management

Ins form

PONY EPS163

SUBMIT TO RISK MANAGEMENT
OR

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE

FP ID G1
CHILD-7

DATE

10/31

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				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					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

N

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.

John Johnson