



**SECOND AMENDMENT TO AN AGREEMENT
BETWEEN**

COUNTY OF SAN MATEO

AND

PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION

**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 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 _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Professional Association for Childhood Education (PACE), 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 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 to extend the term and 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 A and 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 **\$1,324,592**.
- 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 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 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

ATTEST:

By: _____

Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

Clerk of Said Board

Date _____

PACE

Contractor - Print Name

GIULIANA M. HAUSZ

Name, Title - Print

Executive Director

Signature

Date: 5/9/02

Tax ID# 94-2375212

**PROGRAM DESCRIPTION
PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION
July 1, 2000 through June 30, 2005**

1. Program Description:

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 sectarian and in-home care where two or more children are served. Payment is then made monthly by the Contractor to the provider 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 20% of those children referred by San Mateo County Human Services Agency who are already enrolled or eligible for Stage 2 child care up to a maximum of the 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
PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION
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.

\$282,984, or 20%, of the \$1,414,920 was allocated to the Professional Association for Childhood Education (PACE) for the provision of child care services on July 1, 2000. An Additional \$163,541 (or 20% of the \$817,705) will be allocated to PACE upon execution of the second Amendment of this Agreement making the total allocations for fiscal year 2001/2002 \$446,525.

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 CDE. PACE's average cost of care per child is \$525 per month. Of the \$446,525 allocated to PACE, no more than 20% or \$89,305 may be expended on administration expenditures as defined by the CDE.

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

Payment Schedule

PACE 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 PACE 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 contract.

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: Professional Association for Child Hood Development

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>_____</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation	<u>Statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS: This Amendment adds \$163,541 to the Agreement and extends it by 3 years. New funding will be added for each of those years by Amending the Agreement. So far the total contract obligation is \$1,324,592.

Pricilla Morse

 Manager, Risk Management

Ins.form

PONY EPS163

SUBMIT TO RISK MANAGEMENT
OR

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/5/2002

PRODUCER (510) 893-2530
Uren, Harrison, Kennedy Insurance Agency
360 22nd Street - Suite 750
Oakland CA 94612

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
Human Services Management Corporation
1290 Sutter Street, Suite 200
San Francisco CA 94112

INSURER A: Travelers Indemnity of CT
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	660253N886A02	2/1/2002	2/1/2003	EACH OCCURRENCE \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERIODIC DAMAGE (Any one firm) \$ 300 MED EXP (Any one person) \$ 5 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ALL TO ONLY - EA ACCIDENT \$ OTHER THAN ALL TO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER EACH ACCIDENT \$ DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Holder is named as additional insureds with with respects to insureds operations.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

San Mateo County Human Services Agency
400 Harbor Boulevard, Building C
Belmont CA 94002-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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.
AUTHORIZED REPRESENTATIVE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

THIS POLICY IS ISSUED BY THE

EVEREST NATIONAL INSURANCE COMPANY

NCCI Company Code No. 28312	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Revision	Policy No. 3900028016021
<input type="checkbox"/> Renewal:	<input type="checkbox"/> Reissue	<input type="checkbox"/> Rewrite	of Prior Policy No.

Item 4. (continued) - CLASSIFICATION SCHEDULE - EXTENSION OF INFORMATION PAGE.

Insured's Identification number(s):	Premium Basis: Total Estimated Annual	Rate Per \$100 of	St. RA	Co.	Towa	SG	% Adj
0759002							
Location: See Location Schedule							
Page 1	Name of State: CALIFORNIA Classifications	Code No.	M P	\$ Remuneration	Estimated Annual Premium	Adjustment Premium Due	
0001-01	HUMAN SERVICES MANAGEMENT CORP. FEIN # 94-2536988						
	2014 TULARE STREET SUITE 217 FRESNO CA 93721-0000						
	1290 SUTTER STREET SUITE 200 SAN FRANCISCO CA 94112-0000						
	1046 WEST TAYLOR SUITE 205 SAN JOSE CA 95126-0000						
	6355 RIVERSIDE BOULEVARD SAN JOSE CA 95126-0000						
	8850 COMMERCE BOULEVARD SUITE 14 ROHNERT PARK CA 94928-0000						
	SALESPERSONS- OUTSIDE	8742	S	1,182,000	1.44	\$	17,021.00
Deposit Premium:							
							Addl. or Return Premium. (A minus figure means Return)

_____ Agent of Producer Countersigned by Resident Licensed Agent _____ Date

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

REVISION NO.

This is a 3 Year Fixed Rate Policy

EVEREST NATIONAL INSURANCE COMPANY

NCCI Company Code No. 28312	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Revision	Policy No. 3900028016021
<input type="checkbox"/> Renewal:	<input type="checkbox"/> Reissue:	<input type="checkbox"/> Rewrite:	of Prior Policy No. NEW

Page 1	Issue Date 08-13-02	Acct. No. 136501	Pol. Term 1 Year	Pay' (ann. 1 Yr.	St. CA	Co.	Town	SG	% Adj.
Adjustment Date:	AUDITED	THIS INFORMATION PAGE, WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, COMPLETES THIS POLICY.							
Anniv. Rate Date:									

1. NAMED INSURED AND MAILING ADDRESS HUMAN SERVICES MANAGEMENT CORP. 1290 SUTTER STREET SUITE 200 SAN FRANCISCO CA 94112	PRODUCER 39 AARIS, LLC 37 GROVE STREET SAN FRANCISCO CA 94102 BRANCH CODE 010
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Insured is: Individual Partnership Corporation, or Other:

Other workplaces not shown above:

See Location Schedule

Insured's Identification number(s):

See Schedule

2. The policy period is from 02-06-2002 to 02-06-2003 at 12:01 A.M. Standard Time at the insured's mailing address.

Each Old Installment \$	Increase \$	Decrease \$	Each New Installment \$
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3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
CA

B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3A.
The Limits of our Liability under Part Two are:

Bodily Injury by Acciden.	1,000,000	each Accident
Bodily Injury by Disease	1,000,000	policy limit
Bodily Injury by Disease	1,000,000	each employee

C. Other States Insurance: All states except North Dakota, Ohio, Washington, West Virginia, Wyoming and states designated in Item 3A of the Information Page.

D. This policy includes these endorsements and schedules:

See Schedule of Forms and Endorsements

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required on following Classification Schedule is subject to verification and change by audit. See Extension Schedule Attached.

\$ 35,760.00	TOTAL ESTIMATED ANNUAL POLICY PREMIUM	If indicated, interim adjustments of premium shall be made: <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
	ADJUSTMENT PREMIUM DUE (Addl. or Return Premium - A minus figure means Return Premium)	
\$ 500.00	MINIMUM PREMIUM	
\$	DEPOSIT PREMIUM	

Servicing Office:

Agent or Producer	Countersigned by Resident Licensed Agent	Date
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