



---

---

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

**For the period of  
October 1, 2002 through June 30, 2005**

Contact Person:

*Judy Bardales*

*Community Liaison for Children and  
Families*

*(650) 802-6465*

**Contractor  
Services**

Agreement with Child Care Coordinating Council  
**For the  
Family Resource Center**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Child Care Coordinating Council, hereinafter called "Contractor";

WITNESSETH:

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: a family resource center for the parents and child care providers of children in the subsidized day care program.

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**

- Exhibit A: Program Descriptions
- Exhibit B: Payment Schedule
- Exhibit C: Program Monitoring
- Exhibit D: Section 504 Compliance
- Exhibit E: Equal Benefits Compliance Declaration

2. **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 the Human Services Agency, or her authorized representative, with respect to the product or

**Contractor  
Services**

result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. **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 ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) 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 the Human Services Agency 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 the Human Services Agency or her representative.

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.

4. **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.

**Contractor  
Services**

5. **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.

6. **Insurance**

A. The Contractor shall not commence work or be required to commence 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 the Human Services Agency 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

**Contractor  
Services**

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:

- (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.

**7. 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

**Contractor  
Services**

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.

- 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

8. **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 Contractors 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  
Services***

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.

**9. 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.

**10. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

**Contractor  
Services**

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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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.

**11. 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.

**12. 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.

**13. Monitoring**

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

**14. 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.



**Contractor  
Services**

parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

**15. 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  
Judyt Bardales, Community Liaison for Children and Family  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002  
(650) 802-6465
  
- 2) In the case of Contractor, to:  
Child Care Coordinating Council  
Janette Stokley, Director  
2121 South El Camino Real, Suite A100  
San Mateo, CA 94003  
(650) 655-6770 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.

**16. Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from October 1, 2002 through June 30, 2005.

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

**Contractor  
Services**

**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*

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

*Child Care Coordinating Council*  
\_\_\_\_\_  
*Contractor - Print Name*

*Janette E Stokley, Executive Director*  
\_\_\_\_\_  
*Name, Title - Print*

*Janette E Stokley*  
\_\_\_\_\_  
*Signature*

Date: *9/16/03*

Tax ID # *94 - 222 6587*

**Child Care Coordinating Council For the  
Family Resource Center**

**Program Description  
October 1, 2002 through June 30, 2005**

The Child Care Coordinating Council (4Cs) provides subsidized day care to children referred by professionals in the community as needed these services are needed by the children who are at risk of abuse and neglect.

4Cs will establish a Family Resource Center known as Mary's Room for the parents and care providers of the children in the subsidized day care program. The case manager will work with parents and care providers around program enrichment for the developmental needs-health and educational of the children they are caring for. Parent education will be provided. In addition the case manager will assess children and provide other services or refer the family to other services according to each child's needs. Family Resource Center staff will report any incidents of child abuse/neglect to San Mateo County Children's Protective Services.

**Services to be performed by the Contractor:**

- I. Child Care Coordinating Council acknowledges that the San Mateo County Child Abuse Council will be distributing funds from the Child Abuse Trust Fund Commission (AB2994, CAPIT, CBFRS) and Child Care Coordinating Council's participation with the San Mateo County Child Abuse Council activity is required.
- II. Child Care Coordinating Council will establish a Family Resource Center known as Mary's Room where the center will be open Monday through Friday from 8:00 am to 5:00 pm. The center will be available to child care providers and parents for counseling and parent education. In addition, a parenting library will be available to child care providers and parent whose children are receiving child care at the center.

**With this funding Contractor will :**

- A. Hire a part-time credentials Social Worker or Counselor.
- B. Provide child abuse prevention and case management training and materials.
- C. Keep records and evaluate the effectiveness of the case management services and other interventions services.

**Contractor will provide:**

- A. Provide case management services to at-risk families whose children attend the center.
- B. Provide 8 hours of case management training to Center staff.
- C. Provide 2 hours of child abuse prevention training to Center staff.
- D. Work with parents in improving their parenting skills.
- E. Prepare children in the Center for kindergarten.
- F. Provide education on decreasing the risk of child abuse.

**Child Care Coordinating Council for the  
Family Resource Center**

**Payment Schedule  
October 1, 2002 through June 30, 2005**

**I. PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3.A of agreement herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director Human Services or her designee:

A. County will pay Contractor no later than thirty (30) working days after receipt of invoice. In any event, the total payment to Contractor shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) for the term of this agreement.

B. County shall pay Contractor for services described in Exhibit A, Section I as follows:

**1. October 1, 2002 through June 30, 2003**

October	2002	\$7,000.00
November	2002	\$3,500.00
December	2002	\$3,500.00
January	2003	\$3,500.00
February	2003	\$3,500.00
March	2003	\$3,500.00
April	2003	\$3,500.00
May	2003	\$3,500.00
June	2003	\$3,500.00
<b>Total for FY 2002-03</b>		<b>\$35,000.00</b>

**2. July 1, 2003 through June 30, 2004**

July	2003	\$2,916.67
August	2003	\$2,916.67
September	2003	\$2,916.67
October	2003	\$2,916.67
November	2003	\$2,916.67
December	2003	\$2,916.67
January	2004	\$2,916.67
February	2004	\$2,916.67
March	2004	\$2,916.67
April	2004	\$2,916.67
May	2004	\$2,916.67
June	2004	\$2,916.63
<b>Total for FY 2003-04</b>		<b>\$35,000.00</b>

**3. July 1, 2004 through June 30, 2005**

July	2004	\$2,916.67
August	2004	\$2,916.67
September	2004	\$2,916.67
October	2004	\$2,916.67
November	2004	\$2,916.67
December	2004	\$2,916.67
January	2005	\$2,916.67
February	2005	\$2,916.67
March	2005	\$2,916.67
April	2005	\$2,916.67
May	2005	\$2,916.67
June	2005	\$2,916.63
<b>Total for FY 2004-05</b>		<b>\$35,000.00</b>

**Child Care Coordinating Council for the  
Family Resource Center**

**Program Monitoring  
October 1, 2002 through June 30, 2005**

Child Care Coordinating Council acknowledges that the San Mateo County Child Abuse Council will be distributing funds from the Child Abuse Trust Fund Commission (AB2994, CAPIT and CBFRS) and Child Care Coordinating Council's participation with the San Mateo County Child Abuse Council activities is required.

Child Care Coordinating Council will submit to the San Mateo County Child Abuse Council written reports and in accordance with AB2994, and as required by the Office of Child Abuse Prevention (OCAP), the State agency that administrate the Child Abuse Prevention, Intervention and Treatment (CAPIT), and Community Based Family Resource and Support (CBFRS) Programs.

Child Care Coordinating Council will submit written reports on the number of adults and children served, providing demographics as required by the Office of Child Abuse Prevention reports to the San Mateo County Human Services Agency's, Community Liaison. In addition San Mateo County, Human Services Agency's Regional Manager will make two site visits to review the services given and the file documentation.

Written reports shall be submitted as follows:

**FY 2002-03**

Six month report due on December 2002.  
Final report due on July 30, 2003.

**FY 2003-04**

Six month report due on December 2003.  
Final report due on July 30, 2004.

**FY 2004-05**

Six month report due on December 2004.  
Final report due on July 30, 2005.

Child Care Coordinating Council for the  
Family Resource Center

(Required only from Contractors who provide services  
directly to the Public on the County's behalf.)

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.

Nancy Mofakham, Human Resources Manager  
 Name of 504 Person/ Title - Type or Print  
2121 S. El Camino Real, Suite A-100  
 Address  
San Mateo, CA 94403  
 City & State Zip Code

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

9/16/02  
Date

Janelle F. Atchley  
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
Contact Person: Jan Stokley, Executive Director
Address: 2121 S. El Camino Real, San Mateo CA 94403
Phone Number: 650-655-6770 x 266 Fax Number: 650-286-1157

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 16 day of Sept, 2002 at San Mateo, CA (City) (State)

Signature of Janette E Stokley, Executive Director

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




710

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 8/6/02

**TO:** Priscilla Harris Morse **FAX:** 363-4864 **PONY:** EPS 163

**FROM:**  Nalini Nath **FAX:** 596-3478 **PONY:** HSA210

**SUBJECT:** Contract Insurance Approval

**The following is to be completed by the department before submission to Risk Management:**

**CONTRACTOR NAME:** Child Care Coordinating Council

**DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:**  
yes

**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:** more than 1

**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:** Establish a Family Resource Centet known as Mary's Room for services to the clients on case management and child abuse prevention

**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REMARKS/COMMENTS:**

  
Risk Management Signature

8-7-02  
Date

**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**

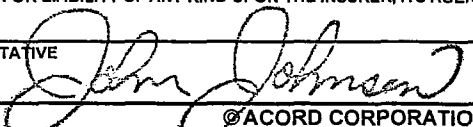
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES 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	<b>GENERAL LIABILITY</b>	PHPK027157	07/01/02	07/01/03	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
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b>	PHPK027157	07/01/02	07/01/03	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						
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>OTHER</b>	PHPK027157	07/01/02	07/01/03	Limit	50,000
	Crime Section				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**

**COSANMA**  
  
County of San Mateo  
Health Services Agency  
400 Harbor Blvd, Bldg B  
Belmont CA 94002

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.  
AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED--CONTROLLING INTEREST**

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

County of San Mateo  
Health Services Agency  
400 Harbor Blvd, Bldg. B  
Belmont, CA 94002

**(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

1. WHO IS AN INSURED (SECTION II) is amended include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

# ACORD INSURANCE BINDER

OP ID G1

DATE  
06/28/02

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER <b>McDermott-Costa Co., Inc.</b> Lic # 0167057 276 Dolores Ave San Leandro CA 94577	PHONE (A/C No. Ext): 510-351-7460 510-357-3230	COMPANY <b>State Compensation Ins. Fund</b>	BINDER # 2718
CODE:	SUB CODE:	EFFECTIVE DATE: 07/01/01	
AGENCY CUSTOMER ID: CHILD-7	INSURED <b>Child Care Coordinating Council of San Mateo County 700 S. Claremont San Mateo CA 94402</b>	EXPIRATION DATE: 08/31/01	TIME: 12:01 AM NOON
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # 166827501		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Workers Compensation Policy</b>	

COVERAGES	LIMITS	LIMITS		
		DEDUCTIBLE	CONNS %	AMOUNT
<b>PROPERTY CAUSES OF LOSS</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$			
<b>AUTOMOBILE LIABILITY</b> <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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$			
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____	ACTUAL CASH VALUE STATED AMOUNT \$ OTHER			
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$			
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$			
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000			
<b>SPECIAL CONDITIONS/OTHER COVERAGES</b>	FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$			

NAME & ADDRESS	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 