

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY, 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 thereof;

WHEREAS, the parties entered into an Agreement for community worker and child care referral services on November 15, 2005; and

WHEREAS, the parties wish to amend the Agreement to extend the provisions of community worker and child care referral services for an additional year.

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

1. Section 3 of the agreement is amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED NINETY FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$295,910).
2. Section 4 of the agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Department Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by

compensate Contractor for such community worker's services shall be based on a 40-hour work week.

- b. Community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. Each community worker shall have his/her own voice mailbox at Contractor's agency. Community Workers shall comply with County and Health Department policies regarding appropriate work attire.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job. Contractor shall provide yearly performance evaluations, with input from the County. Contractor shall provide County with at least two weeks to complete input on performance evaluations.
- d. With input from County, Contractor shall assure that the community workers meet minimum productivity requirements for Targeted Case Management (TCM) billable encounters and program duties. A TCM billable encounter is a face-to-face visit that includes completing and documenting one or more of the following service components: assessment; development of a written, comprehensive, individualized service plan; linkage and consultation; assistance with accessing services; crisis assistance planning; and periodic review. Community workers assigned to the Behavioral Health Team shall provide a minimum of fifteen (15) billable encounters per week, with exceptions for participation in mental health groups, Touchpoints groups, Touchpoints coordination, and parenting classes. With other activities, community workers shall provide a minimum of ten (10) billable encounters per week. Contractor shall inform County in advance of community worker participation in non Pre-3 activities. Meeting minimum billable encounter requirements shall be a priority over participation in non Pre-3 activities. One community worker shall coordinate Touchpoints group activities in addition to conducting home visits and managing cases.
- e. Contractor shall provide the community workers with an extensive orientation to the Child Care Coordinating Council to help them become familiar with policies, procedures, and forms used by staff members.
- f. The community workers shall be fully functioning members of the Contractor's staff.
- g. County shall be responsible for the assignment of families for case management, other job responsibilities, and training pertaining to the daily job functions of the community workers. Contractor shall be responsible for training and expenses related to career development. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding TCM and/or Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County. Community workers shall participate in an annual time survey and shall document their daily

activities through charting, including how delivered services comply with DHS guidelines for TCM-eligible encounters.

- i. Contractor shall provide monthly reports to County, including a brief narrative describing the community workers' activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.
 - j. Contractor shall meet with County a minimum of three times during the contract period.
2. Child Care Services
- a. Contractor shall provide a maximum of five thousand nine hundred and one (5,901) hours of childcare for Prenatal to Three Initiative clients. The maximum number of child care hours per fiscal year is:
FY 2005-06: 2,687 hours
FY 2006-07: 3,214 hours
Clients in Pre-3 parenting classes and groups shall be the first priority. Childcare requests shall be approved by the County and processed by Contractor. Given funding availability, second priority shall be given to Pre-3 clients for emergency childcare.
 - b. Contractor shall ensure all providers are licensed and complete appropriate contract paperwork.
 - c. Contractor shall provide families with child care referrals that meet their specific needs and ensure full parental choice.
 - d. Contractor shall ensure that providers rendering child care services are paid in an accurate and timely manner. Providers who have met the requirements of 2b shall be paid within ninety (90) days of receipt of an invoice by Contractor.
 - e. Contractor shall provide monthly reports to County, including a brief narrative describing child care assistance as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

6. Exhibit B is replaced with Revised Exhibit B (rev. May 17, 2006) and reads as follows: In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. FY 2005-06: Total funding for community worker services shall not exceed ONE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED FIFTY EIGHT DOLLARS (\$123,158). For these services, Contractor shall be paid TEN THOUSAND TWO HUNDRED SIXTY THREE DOLLARS AND SEVENTEEN CENTS (\$10,263.17) at the end of each month between July 31, 2005 to June 30, 2006.
FY 2006-07: Total funding for community worker services shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS (\$126,852). For these services, Contractor shall be paid TEN THOUSAND FIVE HUNDRED SEVENTY ONE DOLLARS (\$10,571) at the end of each month from July 31, 2006 to June 30, 2007.
2. FY 2005-06: Total funding for childcare services shall not exceed TWENTY THOUSAND NINE HUNDRED DOLLARS (\$20,900). Contractor shall be paid

at the end of each month between July 31, 2005 and June 30, 2006 as specified below:

- Contractor shall be paid a maximum of SEVEN DOLLARS (\$7.00) per hour for childcare up to a maximum of EIGHTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$18,810).
- Contractor shall be paid TWO THOUSAND NINETY DOLLARS (\$2,090) for administration of childcare program.

FY 2006-07: Total funding for childcare services shall not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000). Contractor shall be paid at the end of each month between July 31, 2006 and June 30, 2007 as specified below:

- Contractor shall be paid a maximum of SEVEN DOLLARS (\$7.00) per hour for childcare up to a maximum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500).
 - Contractor shall be paid TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) for administration of childcare program.
3. Contractor shall submit all invoices by the 15th of the month for services delivered in the previous month utilizing the invoice form provided by County. The original of the invoice should be mailed to Leila Delarosa, Health Department Accounting, 225 West 37th Avenue, San Mateo, 94403. One copy each should be sent to Sharon Jones and Kristine Averilla at Pre-3, 150 West 20th Avenue, San Mateo, CA 94403. Upon approval of invoice, Contractor shall be paid.
 4. In any event, the total amount of this Agreement shall not exceed TWO HUNDRED NINETY FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$295,910) for the agreement term. County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.
7. All other terms and conditions of the agreement dated November 15, 2005 between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Child Care Coordinating Council of San Mateo County

Janette E. Atolley
Contractor's Signature

Date: July 12, 2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AN
CHILD-7

DATE (MM/DD/YYYY)
07/17/06

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.

INSURED

Child Care Coordinating
2121 S. El Camino Real #A-100
San Mateo CA 94403-1819

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Endurance Re Corp of America	
INSURER B: Philadelphia Indemnity Ins Co	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	PHPK123193	07/01/06	07/01/07	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 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
B	AUTOMOBILE LIABILITY	PHPK123193	07/01/06	07/01/07	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 checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<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/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WEN0001449-01	07/01/06	07/01/07	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named additional insured per Endt CG2005 11/85 attached.

*10 Day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

COUNSM

San Mateo County
Health Services Agency
Attn: Heather Cross
225 37th Avenue, Suite 125
San Mateo CA 94403

CANCELLATION

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

Ann Marie McDaniel

ACORD CORPORATION 1988

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2006

GROUP:
POLICY NUMBER: 1668275-2006
CERTIFICATE ID: 11
CERTIFICATE EXPIRES: 07-01-2007
07-01-2006/07-01-2007

SAN MATEO COUNTY HEALTH SERVICES
225 WEST 37TH AVENUE
SAN MATEO CA 94403

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

CHILD CARE COORDINATING COUNCIL OF SAN MATEO
COUNTY
2121 S EL CAMINO REAL STE A100
SAN MATEO CA 94403

MO408

PRINTED : 06-19-2006