



Agenda \_\_\_\_\_ March 10, 2015

**ADMINISTRATION & INDIGENT HEALTH**  
1000 San Leandro Boulevard, Suite 300  
San Leandro, CA 94577  
TEL (510) 618-3452  
FAX (510) 351-1367

February 23, 2015

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: APPROVE A FIRST AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH CAPE, INC.**

**RECOMMENDATION:**

Approve the time-extension-only First Amendment to the Standard Services Agreement (Procurement Contract No. 9859, Master Contract No. 900583 ) with CAPE, Inc. (Principal: Rosemary Almand; Executive Director; Location: Livermore) to continue to provide license-exempt childcare services at the REACH Ashland Youth Center, extending the contract period from of 3/1/14 to 2/28/15 to a new end date of 6/30/2015 (an extension of four months), with no change to the original contract amount of \$99,343

**DISCUSSION/SUMMARY:**

Your Board approved the Standard Services Agreement with CAPE, Inc. on 2/25/2014 to operate a license exempt childcare center for one year at the REACH Ashland Youth Center (REACH AYC) for the REACH AYC members. Since May 2014, the contractor has been providing part-time childcare and educational services to infants and toddlers of REACH AYC members who participated in recreational, arts, career & employment and health and wellness programs. The contractor provided childcare to children of young adult members during after-school hours (Monday – Friday from 4:30-7:30pm and Wednesdays from 1:30-4:30pm). Additionally, through a partnership with REACH Ashland Youth Center, the contractor started an internship program to place youth interns at CAPE Inc.'s service site, the Nest at REACH Ashland Youth Center, to earn internship hours and gain work experience.

One of the REACH Ashland Youth Center's goal is to have a long term full- time licensed child care center on site to provide childcare services to REACH AYC members so that they will be free to participate in various programs offered by REACH AYC both on-site and offsite, or to attend school and work. The current part-time program was only a short term solution and required members to stay onsite. Recently, CAPE, Inc. received a 5-year Early Head Start/Child Care Partnership grant/award which will allows them to subcontract with a licensed child care provider to provide full-time licensed child care services at REACH AYC. As a result, the REACH AYC 's the Nest, the child care program, will become a full time licensed child care facility that provides Early Head Start Program 8 hours a day, 5 days a week and 48 weeks a year. In the next three months, while continuing day-to-day operations of the Nest, CAPE, Inc. will begin to work with their subcontractor, Kidango to prepare Early Head Start slots devoted to the

REACH Ashland Youth Center. The new services will greatly enhance the quality of infant and toddler care currently being provided to youth parents, and also provide an inclusive environment for infants/toddlers with disabilities. The time extension will allow time for the contractor and their subcontractor for a smooth transition, to recruit families, hire staff, design operating policies and procedures and complete the licensure process. In addition, the extension will minimize disruption to current much needed services. The new full-time early child development center is expected to open in June 2015.

The General Services Agency (GSA) worked in partnership with REACH AYC to start the childcare program at REACH AYC and provided the initial funding of \$99,343 for the original Standard Services Agreement with CAPE, Inc. Due to the delayed opening of the child care center and hiring of staff, the contractor still has unspent funds that can be used during the extended contract period. Thus no additional funding is needed for this contract amendment. GSA will continue to provide basic janitorial services, childcare consultation, and facility usage.

#### **SELECTION PROCESS**

*The General Services Agency (GSA) solicited three written bids from qualified entities in the fall of 2013. The County Selection Committee, comprised of GSA and REACH Ashland Youth Center staff, met in December 2013 to review the three written bids and determined that CAPE, Inc. was the best candidate to be able to provide the highest quality childcare services at the most reasonable cost. Thus CAPE, Inc. was selected to be the Childcare Program Provider for the REACH Ashland Youth Center.*

*CAPE, Inc. is a local Nonprofit Community-based Organization providing direct services to Alameda County residents and is exempt from the requirements of the Small Local Emerging Business (SLEB) program*

#### **FUNDING:**

Funding for the original Standard Services Agreement was provided by GSA, which had been transferred to HCSA. No additional funds are added for this contract amendment. There will be no increase in net County costs.

Sincerely,



Alex Briscoe, Agency Director  
Health Care Services Agency

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and CAPE, Inc., (“Contractor”) with respect to that certain agreement entered by them on March 1, 2014 (referred to herein as the “Agreement”) pursuant to which Contractor to obtain child care and educational services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on February 28, 2015. As of the Effective Date, the term of the Agreement is extended through June 30, 2015.
4. DEBARMENT AND SUSPENSION CERTIFICATION:
  - a. By signing this First Amendment and Exhibit *D*, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge

and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

5. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CAPE, INC.

By: \_\_\_\_\_  
Signature

By: Rosemary Almand  
Signature

Name: Scott Haggerty  
(Printed)

Name: Rosemary Almand  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 2-20-15

Approved as to Form:

By: [Signature]  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

COMMASS-01

NOURT

DATE (MM/DD/YYYY)  
2/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDermott-Costa Co., Inc. 1045 MacArthur Blvd. San Leandro, CA 94577	CONTACT NAME:		
	PHONE (A/C, No, Ext): (510) 351-7460	FAX (A/C, No): (510) 357-3230	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : Hanover Insurance Company			
INSURER B : Allmerica Financial Benefit		41840	
INSURER C : ProCentury Insurance Company		21903	
INSURER D : United States Liability Insurance Group			
INSURER E :			
INSURER F :			

INSURED  
Community Association for Preschool Education, CAPE INC.  
3095 Independence Dr. Bldg B  
Ste A, Livermore, CA 94551

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab-Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	ZZF9491176-02	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWF9502664-02	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCMPRO5091262	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Director & Officers			NDO1558645A	06/12/2014	06/12/2015	LIMIT 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Providing Infant -Toddler services for the Youth Center.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees and volunteers are named as additional insured per General Liability per form CG2005.

\*30 day notice of cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

Alameda County Health Care Services Agency ATTN: Connie Yale 1000 San Leandro Boulevard, Suite 300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jasmine Jones</i>
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**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:**

**The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives are included as Additional Insured on the General Liability.**

**(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.



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.


If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CAPE, Inc.

PRINCIPAL: Rosemary Almand TITLE: Executive Director

SIGNATURE:  DATE: 2-20-15

## FIRST AMENDMENT TO AGREEMENT

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COUNTY OF ALAMEDA

CAPE, INC.

By: \_\_\_\_\_  
Signature

By: Rosemary Almand  
Signature

Name: Scott Haggerty  
(Printed)

Name: Rosemary Almand  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 2-20-15

Approved as to Form:

By: [Signature]  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

COMMASS-01

NOURT

DATE (MM/DD/YYYY)  
2/19/2015

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDermott-Costa Co., Inc. 1045 MacArthur Blvd. San Leandro, CA 94577	CONTACT NAME:		
	PHONE (A/C, No, Ext): (510) 351-7460	FAX (A/C, No): (510) 357-3230	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : Hanover Insurance Company			
INSURER B : Allmerica Financial Benefit		41840	
INSURER C : ProCentury Insurance Company		21903	
INSURER D : United States Liability Insurance Group			
INSURER E :			
INSURER F :			

INSURED  
Community Association for Preschool Education, CAPE INC.  
3095 Independence Dr. Bldg B  
Ste A, Livermore, CA 94551

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab-Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	ZZF9491176-02	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWF9502664-02	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCMPRO5091262	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Director & Officers			NDO1558645A	06/12/2014	06/12/2015	LIMIT 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Providing Infant -Toddler services for the Youth Center.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees and volunteers are named as additional insured per General Liability per form CG2005.

\*30 day notice of cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

Alameda County Health Care Services Agency ATTN: Connie Yale 1000 San Leandro Boulevard, Suite 300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jasmine Jones</i>
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**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:**

**The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives are included as Additional Insured on the General Liability.**

**(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.

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CAPE, Inc.

PRINCIPAL: Rosemary Almand TITLE: Executive Director

SIGNATURE: Rosemary Almand DATE: 2-20-15