COUNTY OF SAN MATEO Interdepartmental Correspondence

Date: June 6, 2001

Hearing Date: June 19,2001

Stor MB

TO:

Honorable Board of Supervisors

FROM:

Maureen Borland, Director, Human Services Agency

Glen H. Brooks, Jr., Central Region Director, Human Services Agency

SUBJECT:

APPROVAL OF AN AMENDMENT TO AN AGREEMENT WITH THE FAMILY

SERVICE AGENCY FOR THE PROVISION OF THE FAMILY LOAN PROGRAM

RECOMMENDATION

Adopt a resolution authorizing a second Amendment to the Agreement with Family Service Agency (FSA) extending the term to September 30, 2001, increasing the total amount of the contract by \$25,261, and providing additional enhancements to client services.

BACKGROUND

Unexpected expenses can jeopardize a family's effort towards financial stability. Employment or job training can be jeopardized if they are not able to meet their financial obligations.

FSA of San Mateo County and the Human Services Agency have entered into an Agreement dated November 16, 1999, for the Family Loan Program, which offers needy families a low interest loan to pay unexpected expenses. A Loan Reserve Fund totaling \$225,000 was established with three local banks to guarantee issuance of individual loans by the banks to eligible clients. Separately, an incentive fund of \$50,000 was created to provide saving matches to clients who satisfactorily meet pre-determined milestones in re-paying the loan.

On December 5, 2000, the Board of Supervisors approved an Amendment to the Agreement with Family Service Agency extending the contract from September 30, 2000 to June 30, 2001 and increased the contract by \$71,162.

DISCUSSION

This proposed Amendment adds an additional \$25,261 to the contract and extends the term of the agreement from June 30, 2001 to September 30, 2001. Also, it allows eligible clients to apply for an additional grant in the amount of \$2,000 to purchase a reliable vehicle.

Following the initial planning and gearing-up stage, the program started receiving and reviewing loan applications in February 2000. By the end of April 2001, there were 431 inquiries, 83 applications, and 38 loans approved. The total Loan Reserve Fund committed so far exceeds \$61,500. Approximately \$163,500 is still available in the Loan Reserve Fund. The additional funds requested are for administrative costs and will not be deposited into the Loan Reserve Fund, which continues to have funds available for future loans.

To facilitate applicants in obtaining a more reliable vehicle to maintain or achieve self-sufficiency a \$2,000 grant derived for the Loan Reserve Fund will be available, if needed, in addition to the \$3,000 maximum loan. This will provide additional purchasing power for loan recipients while assuring the loan payments are maintainable. Because loan applicants, in many cases, have been unable to secure a reliable vehicle for \$3,000 and could not afford a higher monthly payment, the grant will be made available.

The Agency is committed to continuing outreach and other support activities with FSA to increase loan approvals. The proposed Amendment is extending the expiration of the agreement from June 30, 2001 to September 30, 2001.

PERFORMANCE

The following performance measures are established as targets for this contract. Actual results of these measures may be used as one of the factors in determining whether to extend this contract beyond September 30, 2001.

Performance Measures	Projected levels through 9/30/01		
Percent of clients with reduction in work	53%		
time missed			
Percent of clients with reduction of time in	66%		
transit to work			
Percent of clients with increase in	12%		
attendance in job related education			
Average increase in monthly wages of all	14%		
clients			

County Counsel and Risk Management Offices have both reviewed and approved the proposed Agreement.

FISCAL IMPACT

The cost of the Program will be fully funded by the CalWORKs money and has been included in the Adopted Budget for fiscal year 2001/2002. There is no Net County Cost.

RESOLUTION NO.		

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH FAMILY SERVICE AGENCY OF SAN MATEO COUNTY FOR PROVISION OF THE FAMILY LOAN PROGRAM.

Contractor	Dates	Total Amount
Family Service Agency County of San Mateo	10/1/1999 - 9/30/2001	\$473,879

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California that

WHEREAS, the County of San Mateo and the Family Services Agency of San Mateo County have entered into an Agreement on the 16th day of November 1999 for the purpose of performing the professional services of the Family Loan Program offering needy families a low interest loan alternative to pay unexpected expenses; and

WHEREAS, the performance of the said Program has been satisfactory during its last 19 months of implementation, and

WHEREAS, this Board has been presented with an Amendment to the Agreement between the County and Family Services Agency to extend and expand the said low interest loan program and

WHEREAS, this Board has examined and approved the same as to both form and content and desires to authorize the execution of the Amendment of the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Amendment of Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.



AN AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

FAMILY SERVICS AGENCY

For the period of October 1, 1999 through September 30, 2001

Contact Person:

Glen Brooks
Central Region Director
(650) 802-6579

AMENDMENT TO AGREEMENT WITH

Family Services Agency FOR The Family Loan Program

THIS AMENDMENT TO AN AGREEMENT, entered into on this	day
of, 2001, between the COUNTY OF SAN MATEO, hereinafter called	
"County", and Family Services, hereinafter called "Contractor";	

WITNESSETH:

WHEREAS, the parties entered into an agreement on the 16th day of November, 1999 the County and the Contractor have entered into an Agreement retaining Contractor for the purpose of performing the professional services of **The Family Loan Program** in San Mateo County;

WHEREAS, it is necessary and desirable that the term and scope of the Family Loan Program be extended and expanded.

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

1. Section 4 part A: Maximum Amount is hereby amended to read:

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 \$473,879 for the contract term

2. Section 8. Non-Discrimination is hereby amended to include:

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.

3. Add <u>Violation of the Non-Discrimination provisions</u> to the original contract to read:

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 Contractor's 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 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.

4. Section 16: The Term of the Agreement is amended to read as follows:

"Subject to compliance with the terms and conditions of this Agreement for The Family Loan Program the term of this Agreement shall be from October 1, 1999 through September 30, 2001. This Agreement may be terminated by the Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party".

- 5. **Exhibit A1** Program Description, attached hereto and incorporated by reference herein, hereby replaces Exhibit A1 that was attached to the original agreement
- 6. **Exhibit B2**, attached hereto and incorporated by reference herein, amends Exhibit B2 that was attached to the original agreement.
- 7. All other terms and conditions of the agreement dated November 16, 1999 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: Michael D. Nevin, President Board of Supervisors, County of San Mateo
ATTEST:	Date:
Clerk of Said Board	Contractor - Print Name
Date:	Laurie Wishard -President Name, Title - Print Signature Date: 5/24/0/
	Tax ID #; 94-1136169

PROGRAM DESCRIPTION

Family Services Agency (FSA) October 1, 1999 through September 30, 2001

1. Goals of the Program

When unexpected expenses arises, parents living on the edge of poverty can lose their tenuous hold on efforts toward financial stability such as employment, education or job training.

The Family Loan Program introduced a creative partnership opportunity between the private and non-profit sectors offering families a low interest loan alternative to pay unexpected expenses.

The Goals of the program include:

- To provide a variety of affordable loan products to low-income community members who demonstrate the ability to achieve economic self-sufficiency.
- To give clients/customers the opportunity to learn financial skills and take on responsibilities that will lead to such self-sufficiency.
- To give clients/customers the opportunity to rebuild and establish their credit.
- To provide banks with education and training to help low income community members.
- To provide, in the environment of welfare reform, local capacity to resolve transportation, housing and other barriers to self sufficiency.
- To maintain a self-replenishing loan reserve fund.

2. Background

FSA started operating a loan program in January 1998. Three foundation partners provided \$450,000 toward the loan guarantee fund and operating costs. FSA recruited three community partner service banks in san Mateo County to manage and service the loans; Liberty Bank in South San Francisco, Borel Bank in San Mateo and Bay Area Bank in Redwood City.

To date, FSA has received over 670 inquiries from interested low-income families of which over 330 were eligible. This has produced over 130 applications, with 60 approvals. A recent outcome analysis also showed promising results in reduction in work time missed (53%), reduction of time in transit to work (66%), increase in attendance in job related education (12%), and average increase in monthly wages (14%). Repayment rate was 95%.

As this original loan program expands, further needs of low-income and working poor families in the community are identified. FSA is therefore proposing a new and separate loan program to a population of target clients that are previously not included in the original program.

3. Original Program Eligibility Requirements

- Employed 20 hours or more and have been at their present jobs three months or longer, OR pursuing a post high school education, having received at least nine credits in the previous quarter and enrolled at least nine units in the current quarter.
- A legal custodial parent of a child under seventeen.
- Able to show evidence of exhausting all other available affordable loan sources.
- Able to demonstrate enough disposable income to make monthly payments to repay the loan over 6-24 months (one time loan payment, or minimum \$80/month) AND utilize the loan for purpose related to helping make employment or education a success.
- Living in San Mateo County at their current place of residence for three months or longer.
- Loans CANNOT be made for study (tuition/books), travel, one's own business, taxes, fines or credit card bills.

This original loan program has an effective interest rate of 4%.

4. The New Family Loan Program with County of San Mateo

The original eligibility requirements (as discussed in paragraph 3 above) do not afford loan service assistance to everyone. Those who are not eligible are unable to benefit from loan services and run the risk of not obtaining self-sufficiency or reaching a living wage due to the challenges and costs of living in San Mateo County.

FSA will develop a new and separate loan program based on the original program to serve and assist other community members including:

- Senior citizens who demonstrate a need.
- Non-custodial parents who are current with their child support payments.
- Applicants who have lived in San Mateo County less than three months.
- Applicants who are Section 8 new certificate/voucher holders and /or tenants who face releasing/relocation conditions requiring a 72 hour turn around time.
- Disabled or unemployed applicants who demonstrate a need.
- Applicants who do not meet the traditional loan employment, vocational training or school criteria.
- Applicants who have insufficient income but demonstrate the likelihood of attaining income and/or self-sufficiency in 6 months.
- Those in need of emergency loans for immediate and urgent needs, such as rent or moving expenses, auto repairs and for family emergencies related to activities leading to selfsufficiency.

5. Loan Application and Approval

5.1 Section 8 housing clients registered under the Moving-to-Work program referred to the Family Loan Program by Human Services Agency, with the support from Housing

- Authority of the County of San Mateo (HA), will follow the procedures described in Exhibit A2. All other clients will follow the procedures described here below from sections 5.2 through 5.6.
- 5.2 There will be a toll free 800 number for easy accessibility to program information.
- 5.3 Prospective applicants are interviewed by FSA Family Loan Program staff in a supportive, confidential and business-like setting that focus on individual needs and responsibility. Services are provided in English and Spanish.
- Applicants complete an application describing their circumstances and need for the loan. (Program staff also assist and refer clients with other needs as necessary, such as child care, education, mental health counseling, victims advocacy counseling and other health and community services.)
- A decision will be made on completed applications within 72 hours by a FSA Administrative Loan Committee for loans in the amount of \$500-\$3000 with a term of 6-24 months. If the applicant meets the qualifications for a \$3,000 loan they become eligible for a \$2,000 grant, if necessary. The purpose of this grant is to give the applicant additional purchasing power to obtain a more reliable vehicle.
- 5.6 Approved loans are referred to partnering service banks which close, fund and service them as they would with any other bank customer.
- 6. Loan Management
- FSA charges borrowers and affordable interest rate at an effective interest rate of 8%. Typically, partner service banks retain 4% of the interest to help cover their servicing costs with the remaining 4% used solely to replenish the loan fund, or supplement the Incentive Fund described in section 6.5. In the event through negotiation with the financial institutions that a more favorable arrangement is available, FSA and HSA, by written mutual consent, may revise this arrangement for the benefit of the program.
- FSA maintains a reserve account to guarantee the loans and to provide the \$2,000 grants. If payments are late, FSA follows up with the client, helping to arrange payment plans if necessary. When payments are 60 days delinquent, FSA's loan guarantee fund is debited by the partner bank to repay the loan, and FSA continues collection efforts.
- 6.3 A maximum of 6 month loan term product may be developed where an eligible borrower can choose to make either a principle and interest payment. Interest and partial principle payment or interest only payment.
- After 3 months of consecutive timely repayment, the effective interest rate of the loan may be reduced from 8% to 4%. FSA will confirm with the client the method in which they may have opportunity to enjoy this rate reduction prior to the loan being funded.

An additional \$50,000 will be set aside for Personal Development Account as an incentive for clients using this new 8% loan product, except Section 8 housing clients as described under Exhibit A2. This will provide and incentive program developed for clients who successfully achieve self-sufficiency for the purpose of purchasing a house, rental deposits and moving expenses, higher education, business or other venture. FSA will provide the County with a detailed written operating criteria of this incentive fund, which is subject to the County's approval, prior to implementation

Contractor Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Family Loan Program Budget Product B Fiscal Year 2001-2002 Budget Contract Period 7-01-01 to 9-30-01

REVENUE	Product B
	7/1/01
	9/30/01
HSA Funds	\$25,261.00
Total Revenue	\$25,261.00

EXPENDITURES	Product B	Totals
EM ENDITORES	7-1-01 to 9-30-01	7-1-01 to 9-30-01
	Budget	Budget
Professional Salaries	\$7,406.53	\$7,406.53
Clerical	\$9,121.39	\$9,121.39
Health Insurance	\$818.80	\$818.80
FICA	\$1,264.39	\$1,264.39
Unemployment Insurance	\$1,000.00	\$1,000.00
Workers Compensation	\$248.13	\$248.13
Professional Fees	\$250.00	\$250.00
Legal Fees	\$250.00	\$250.00
Audit Fees	\$63.00	\$63.00
Office Supplies	\$150.76	\$150.76
Copier Maintenance	\$63.00	\$63.00
Copier Supplies	\$63.00	\$63.00
Telephone	\$750.00	\$750.00
Postage	\$63.00	\$63.00
Rent	\$1,350.00	\$1,350.00
Care of Building	\$32.00	\$32.00
Insurance	\$63.00	\$63.00
Outside Printing	\$500.00	\$500.00
Public Relations	\$125.00	\$125.00
Meals & Refreshments	\$63.00	\$63.00
Mileage Travel	\$150.00	\$150.00
Staff Conference	\$312.50	\$312.50
Recruitment	\$300.00	\$300.00
Depreciation	\$203.00	\$203.00
Transfer to IT	\$212.50	\$212.50
Office Equipment	\$250.00	\$250.00
Office Furniture	\$188.00	\$188.00
-	\$25,261.00	\$25,261.00
	405 007 05	
•	\$25,387.33	HSA - Fiscal 00-01
· -	\$25,261.00	HSA - Fiscal 01-02
	\$126.33	Difference

Human Services Agency's (HSA) Responsibilities:

Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative. Issue and review OBM Implementation Guidelines. Conduct review of performance and outcome information.

Provide reimbursement for the cost of contractor staff time spent attending OBM meetings, training sessions, and technical assistance events held or required by HSA at the rate of \$60.00 / hour. Application for reimbursement must be made in accordance with eligibility criteria and procedures set forth in OBM Implementation Guidelines.

COUNTY OF SAN MATEO MEMORANDUM

DATE:	May 23, 200	1	,	•	
TO:	Pricilla Harris	s Morse			
FROM:	Deborah Jaeg	ger, HSA210	Fax: (650) 508	-0782	
SUBJECT:	APPROVAL OF INSURANCE				
CONTRACTOR:	Family Service	e Agency			
DO THEY TRAVEL:	No				
PERCENT OF TIME					
NUMBER OF EMPLOYEES	S				
DUTIES (SPECIFIC):		w interest loan e community m	_	ay unexpected expense	
COVERAGE:	Amount	Approve	Waive	Modify	
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Motor Vehicle Liability	*Im				
Professional Liability					
Worker's Compensation	tatorlon	1			
Dishonesty Bo	nd - \$	500,000	-appro	red	

REMARKS/COMMENTS: This is an amendment to the original contract extending the length of the contract. We are adding \$25,260.24 to the contract to make the amount \$473,878.24. Family Service Agency is waiting for there new insurance policies and will forward them to us as soon as they receive them. Family Service Agency invoices us quarterly for expenses.

Manager, Risk Management

las form

SUBMIT TO RISK MANAGEMENT

PONY EPS163

OR

FAX 363-4864

02

NORTH AMERICAN SPECIALTY INSURANCE COMPANY 650 Elm Street Manchester, NH 03101-2524 (800) 542-9200

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COMMERCIAL CRIME COVERAGE PART DECLARATIONS

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THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Issued Date: 1/12/00 MBD

NORTH AMERICAN SPECIALTY INSURANCE COMPANY 850 Elm Street Manchester, NH 03101-2524 (800) 542-9200

Policy Number AFC 0000748-00

07/01/00 07/01/0 12:01 A.M. Stendard Time at

Address of the Incured assigne

From

Transaction, NEW

Named Insurad and Malling Address		Agent
FAMILY SERVICE AGENCY OF SAN MATEO CO. 1870 EL CAMINO REAL BURLINGAME, CA 94010	Agency Code: 30008-01 TALBOT INS & FINANCIA 1800 SUTTER STREET SI P.O. BOX 4047 CONCORD, CA 94524-40	UITE 500
Business Description: NON-PROFIT ORGANIZATION	Type of Business NON-PROFIT	Audit Period: NONE

COMMON POLICY DECLARATIONS

In return for the payment of the promium, and subject to all the terms of this policy, we agree with you to provide the insurance se stated in ti policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

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NAS-CR-DEC	COMMERCIAL CF	RIME		\$	599.00
NAS-GL-DEC	COMMERCIAL GENERAL LIABILITY			\$	11,327.00
NAS-CA-DEC1	COMMERCIAL AL	IAL AUTOMOBILE			6,044.00
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Countersigned at:

This Day of

(Authorized Signature)

Issuing Office: PUC

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
E: INTEREST AS A FUNDING SOURCE HE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS, NO EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS

CERTIFICATE HOLDER

COUNTY OF SAN MATEO

ITS OFFICERS, AGENTS & EMPLOYEES

I SERVICES AGENCY

ALIN: MARINA YU

262 HARBOR BOULEVARD BELMONT, CA 94002

Contract of the second of the SHOULD ANY OF THE ABOVE DESCRIPED POLICIES BE CANCELLED BEFORE

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO M

30 Days writter notice to the certificate holder named to the LE TU days notice for non-payment aut failure to mail such notice shall impose no osudation or liabile

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIV AUTHORIZED REPRESENTATIVE Minoll. 110000



P.O. BOX 807, SAN FRANCISCO, CA. 9410.1-0807

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

POLICY NUMBER 044845 -CERTIFICATE EXPIRES 01-91-02

SAN MATEO COUNTY HUMAN SERVICE DIVISION ATTN LORNA STRACHAN 400 HARBOR BLVD #C BELMONT CA 94002

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 30 days, advance written notice to the employer 18 HOL SUBJECT OF CHICAGO BY THE CONTROL OF THE CON

We will also give you go 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 after the coverage afforded by the policies 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 may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such adicios. The state of the s

employer/s l'iability limit including gefense costs: \$1,000,000.00 fer gotificance.

Same of

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS! NOTICE EFFECTIVE 04/04/64 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

FAMILY SVC. AGENCY OF SAN MATEO CO 1870 EL CAMINO REAL BURLINGAME CA 94010

PANILY SERVICE AGENCY OF SAN MATEO (A NON PROFIT CORP.)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

ļ	Vendor Identification
	Name of Contractor: Family Service Agency of Son Matoc
	Contact Person: Czolos Valenzoela
	Address: 1870 EL Com No Roal
	Burlingame (A 94010
	Phone Number: 650 - 692 - 0555 Fax Number: 650 - 69.2 - 312 /
	Employees
	Does the Contractor have any employees? No
	Does the Contractor provide benefits to spouses of employees?No
	If the answer-to one or both of the above is no, please skip to Section IV.
II	I 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).
1/	√ 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 24th day of Mon, 2001 at Bulingam, CAT.
	MILLIA DIGITAL (State)
	Signature Name (Please Print)
	President 94-1186169
	Title Contractor Tax Identification Number