

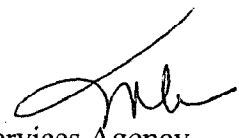
**COUNTY OF SAN MATEO**  
**Interdepartmental Correspondence**

**Date:** June 11, 2001

**Hearing Date:** June 26, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Maureen Borland, Director, Human Services Agency



**SUBJECT:** Electronic Data Systems and SMART Maintenance

**RECOMMENDATION**

Adopt a resolution authorizing execution of an eighteen county agreement with Electronic Data Systems (EDS) to provide Service Management Resource Tracking System (SMART) system maintenance.

**Background**

San Mateo County piloted implementation of the SMART System in 1997. Subsequently SMART has been adopted by the 18 county Welfare Case Data System consortium and is operational in six of these counties in addition to San Mateo County. SMART is a case management tool which provides a universal, single point of intake for information on clients, a means for keeping core information current and for tracking referrals. Additional features include ticklers, alerts, to do lists, and folders for annotating narrative comments about clients, as well as protection of confidential information.

**Discussion**

This contract provides ongoing support for this software system to ensure that the SMART systems remain compatible within the constantly changing requirements of Federal and State entitlement programs. The monthly base fee for maintenance has decreased from \$17,500 per month in 1999 to \$8,800 per month in this contract.

County Counsel has reviewed the language and approved as to form.

**Fiscal Impact**

This Agreement amount will be claimed with the normal sharing ratio of State and Federal reimbursement. The county's share of the expenditures will be \$110,000 and the Net County Cost will be \$16,500 which was budgeted for FY 2001/2002.

**RESOLUTION NO. \_\_\_\_\_**

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

\*\*\*\*\*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ELECTRONIC DATA  
SYSTEMS (EDS)

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

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration  
and acceptance, an agreement between the County of San Mateo, and Electronic Data Systems (EDS),  
for the maintenance of County specific features of the SMART system;

**WHEREAS**, the Board has examined and approved the agreement as to both form and content  
and desires to approve the same;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the President of the Board of  
Supervisors is hereby authorized and directed to execute said agreement with Electronic Data Systems  
(EDS) 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**

**ELECTRONIC DATA SYSTEMS (EDS)  
FOR SMART MAINTENANCE**

**For the Period of  
July 1, 2001 to June 30, 2002**

Agency Contact Person:  
***M. Kathryn Ciamarro***  
***Director of Automation***  
***(650) 595-75758***

**AGREEMENT WITH  
ELECTRONIC DATA SYSTEMS (EDS)  
FOR SMART MAINTENANCE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Electronic Data Systems (EDS), 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/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services of SMART Maintenance; in accordance with:

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 Description

Exhibit B: Payment Schedule

Exhibit C: Equal Benefits Form

Exhibit C1: Equal Benefits Ordinance

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 Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, 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 \$110,000 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 Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in

## *Contractor Services*

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 Human Services 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.

### 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**

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 Human Services 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

*Contractor Services*

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 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   | <u>\$ 1,000,000</u> |
| (b) | Motor Vehicle Liability Insurance | <u>\$ 1,000,000</u> |
| (c) | Professional Liability            | <u>\$ 1,000,000</u> |

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.

*Contractor Services*

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.

**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.

**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 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 Contract 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.

All contractors with contracts over \$5,000 must comply with the County Ordinance code with respect to the provision of employee benefits; as set forth in the ordinance, such contractors are prohibited

## *Contractor Services*

from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. See Exhibit C (Equal Benefits Ordinance).

### 9. **Assignments and Subcontracts**

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

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 Human Services or her designee.

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

### 10. **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.

### 11. **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.

### 12. **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.

### 13. **Interpretation and Enforcement**



*Contractor Services*

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 public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:  
M. Kathryn Ciamarro  
400 Harbor Blvd., Building C  
Belmont, CA 94002  
(650) 595-7578
  
- 2) In the case of Contractor, to:  
Maureen Finmand, Deputy Director  
950 Iron Point Road, suite 160  
Folsom, CA 95630  
(916) 608-3200

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.

14. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

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*

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

*Electronic Data Systems*  
\_\_\_\_\_  
*Contractor - Print Name*

*Maureen Finmand, Project Executive.*  
\_\_\_\_\_  
*Name, Title - Print*

*Maureen Finmand*  
\_\_\_\_\_

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

**Contractor Services**

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

*Signature*

Date: 6-4-2001.

Tax ID: 75-2548221



## Exhibit A

### SMART Maintenance Scope of Work July 1, 2001 - June 30, 2002

#### **Background**

With approval from the County of San Mateo Board of Supervisors in April, 1997, EDS and the San Mateo Human Services Agency (HSA) initiated the system development for SMART, San Mateo Access Resource Tracking. SMART marks a significant milestone in the realization of a County vision beginning in 1994 when the Shared Undertaking to Change the Community to Enable Self Sufficiency (SUCCESS) program was launched. SMART was derived from a 1996 study from which the County received the design of a uniform automated solution to support this SUCCESS program across multiple agency boundaries.

Since its inception, SMART has become a model in promoting self-sufficiency for other states and counties. Adopted by the WCDS consortium in 1999, this automated solution will continue to serve as a blueprint for San Mateo HSA, the WCDS consortium and EDS as they build upon the foundation, jointly developing enhancements and maintaining the current system.

#### **Scope of Work - Maintenance**

Beginning in July 1, 2001 and running through the June 30, 2002, EDS will provide maintenance to the separate service SMART components in place in San Mateo County, including the San Mateo One Stop Plastic Swipe Card System and Families United to Ultimately Realize Educational Success (FUTURES) enhancements. Additionally, maintenance may be required to these and any new San Mateo County specific enhancements, which could be impacted as a result of Joint Maintenance activities. A standardized change control methodology will be utilized for each Customer Service Request (CSR). This methodology will specify the request vehicle, approval process, logging, tracking, and reporting functions.

## **Reporting of work completed**

Upon request, EDS will provide an hours report via electronic mail. This report will detail the number of hours completed, along with a high- level description of the tasks. Unused hours can be carried forward to the next month, but will not be carried forward to the next contract year.

**Exhibit B**

**Project Cost**

The costs for the maintenance support of SMART in San Mateo County is:  
SMART - Maintenance

- \$8,800 per month for period 07/2001 - 06/2002
- 12 months for a total of \$105,600 for calendar year 2001/2002
- Not to exceed 100 hours per month without prior approval of the San Mateo Director of Automation. Additional hours will be invoiced at the prevailing WCDS separate service rate.

**Travel Expenses**

If necessary and approved, travel expenses for activities outlined will be invoiced at actual expenses.

Estimated Travel Expenses:

Lodging per day per person	\$150
Meals per day per person	\$25
Car Rental or Mileage per day	\$45 / day or \$.34 / mile

**Contact List**

Any questions concerning this scope of work should be directed to the following:

Heather Hansen  
Phone: 916 / 608 - 3289  
[heather.hansen@eds.com](mailto:heather.hansen@eds.com)

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Electronic Data Systems
Contact Person: Maureen Finnand
Address: 950 Iron Point Road
Folsom, CA 95630
Phone Number: 916/608-3210 Fax Number: 916/608-3205

II Employees

Does the Contractor have any employees? X Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? X 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)

- X 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 4th day of June, 2001 at Folsom, CA (City) (State)

Maureen Finnand
Signature
Project Executive.
Title

Maureen Finnand
Name (Please Print)
75-2548221
Contractor Tax Identification Number

# EQUAL BENEFITS ORDINANCE

ORDINANCE NO 04026

EXHIBIT C1

An Ordinance Adding Chapter 2.93 to the San Mateo Ordinance Code to Provide for Non-Discrimination by County Contractors in the Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2.93 to read as follows:

Chapter 2.93 County Contracts - Non-Discrimination in Benefits

2.93.010 Definitions.

For the purposes of this chapter,

A. "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.

B. "Contractor" means a party who enters into a Contract with the County.

C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.

D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

2. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for

Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this Chapter.

(b) Receive notification from employees of Contractors regarding violations of this Chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter by Contractors including, but not limited to:

2. Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 5 years; and

3. Contractual remedies, including, but not limited to termination of contract.

2.

1. Liquidated damages in the amount of \$2,500.

(d) Examine Contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of non-compliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this Chapter.

2.93.050 Date of Application.

The provisions of this Chapter shall apply to any Contract awarded or amended on or after July 01, 2001, provided that if the Contractor is then signatory to a collective bargaining agreement, this Chapter shall only apply to any Contract with that Contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

Section 2. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 3. This ordinance shall take effect and be in force 30 days after its enactment.



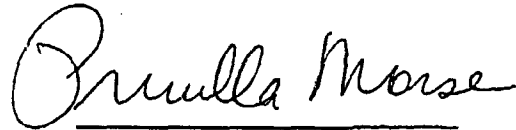
COUNTY OF SAN MATEO  
MEMORANDUM

DATE: 05/15/01  
TO: Pricilla Harris Morse  
FROM: Kathryn Ciamarro FAX 802-6490  
SUBJECT: APPROVAL OF INSURANCE  
CONTRACTOR: Electronic Data Systems  
DO THEY TRAVEL: Yes  
PERCENT OF TIME  
NUMBER OF EMPLOYEES

DUTIES (SPECIFIC): Maintenance of SMART System.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation	<u>statutory</u>	<input checked="" type="checkbox"/>	_____	_____

REMARKS/COMMENTS:



Manager, Risk Management

SUBMIT TO RISK MANAGEMENT  
PONY EPS163

OR

FAX 363-4864

**MARSH USA INC.**

**CERTIFICATE OF INSURANCE**

CERTIFICATE NUMBER  
HOU-000143162-

**PRODUCER**

MARSH USA INC.  
2100 THANKSGIVING TOWER  
1601 ELM STREET  
DALLAS, TX 75201  
CONTACT: LISA BEERS  
(214) 765-8400, TX

**EDS**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** PACIFIC EMPLOYERS GROUP
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

**INSURED**

ELECTRONIC DATA SYSTEMS CORP INCLUDING  
A T KEARNEY UNIGRAPHICS SOLUTIONS INC  
CENTROBE INC / EDS SYSTEMHOUSE INC  
5400 LEGACY DRIVE H1-3A-34  
PLANO, TX 75024

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	HDO G202 9309 3	09/01/00	09/01/01	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<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 \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)  
CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE ABOVE REFERENCED ( AUTOMOBILE/GENERAL LIABILITY ) INSURANCE POLICIES, BUT ONLY TO THE EXTENT REQUIRED BY CONTRACT.

**CERTIFICATE HOLDER**

COUNTY OF SAN MATEO  
ATTN LLOYD RINDE  
DEPARTMENT OF SOCIAL SERVICES  
400 HARBOR BLVD  
BELMONT, CA 94002

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.  
BY: Rex Cook

*Rex Cook*

MM 1(9/99)

VALID AS OF 08/22/00