# COUNTY OF SAN MATEO Departmental Correspondence

Date: OCT 1 7 2001 Hearing date: OCT 3 0 2001

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Service

SUBJECT: Agreement with Susan Poor/Poor Planning Associates for Fiscal Year 2001-02

### **RECOMMENDATION**

Adopt a resolution authorizing the President of the Board to execute an Agreement with Susan Poor/Poor Planning Associates

### Background

There is an increasing need for healthcare services for the growing San Mateo County senior population. Since 1995, Aging and Adult Services (AAS) has been working on the development of a Long-Term Care Supportive Services Project (LTSSP). The goal of LTSSP is to provide a comprehensive continuum of long-term care services for seniors and adults with disabilities. The program will remove barriers to services by blending funding across all levels of care: acute, long-term, primary care, and home- and community-based services. Care coordination linking primary care providers, hospital discharge planners, Skilled Nursing Facilities, Adult Day Health Care Centers and home- and community-based services is an important component of LTSSP to avoid unnecessary institutionalization.

In April 2001 the Director of Health Services approved an agreement with Susan Poor/Poor Planning Associates for \$25,000. Ms. Poor's current responsibilities include researching the Medicare legislation which established the Program of All Inclusive Care for the Elderly (PACE) to determine the feasibility of two PACE models in San Mateo County and researching models of integrating Medicare and Medicaid services.

## Discussion

The existing agreement with Susan Poor/Poor Planning Associates is superseded and expanded to include assistance with implementation of Stage 1 of LTSSP. Stage 1 includes addressing the integration of Skilled Nursing Facilities and Adult Day Health Care funds with other Medi-Cal funds administered by the Health Plan of San Mateo; development of eligibility processes and assessment tool; options for service authorization and the care management process; and traini

Honorable Board of Supervisors Agreement with Susan Poor Page 2

plan development for Primary Care Providers, hospitals, physicians, discharge planners, Skilled Nursing Facilities, Adult Day Health Centers, Aging and Adult Services, and the Health Plan of San Mateo. The director of Aging and Adult Services will oversee this work.

This agreement has been reviewed and approved by County Counsel.

#### Term and Fiscal Impact

The term of the new agreement, which supersedes the original, will be from April 1, 2001 to June 30, 2002. The amount of the original agreement was \$25,000. This amount will be increased by \$84,600, bringing the total amount of the new agreement to \$109,600. Funds for this agreement will be paid from a grant for LTSSP from the California Department of Health Services Office of Long-Term Care. Any ongoing expenditures will be reduced if funds are unavailable in future years. Revenues and expenses related to this agreement are included in Aging and Adult Services' approved budget for 2001-02. There is no impact on the county General Fund as a result of this action.

RECOMMENDED

HEALTH SERVICES AGENCY

## RESOLUTION NO.

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

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# RESOLUTION APPROVING AGREEMENT WITH SUSAN POOR/POOR PLANNING ASSOCIATES FOR FISCAL YEAR 2001-02

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

WHEREAS, this Board has been presented with an Agreement whereby Susan Poor/Poor Planning Associates shall research Medicare legislation establishing a Program of All Inclusive Care for the Elderly and assist with the implementation of Long-Term Supportive Services including integration of Skilled Nursing Facility and Adult Day Health Care funds with other Medi-Cal funds administered by the Health Plan of San Mateo; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS RESOLVED that the Agreement with Susan Poor/Poor Planning Associates is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

# AGREEMENT WITH SUSAN POOR/POOR PLANNING ASSOCIATES FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SUSAN POOR/POOR PLANNING ASSOCIATES, hereinafter called "Contractor";

# $\underline{WITNESSETH}$ :

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging And Adult Services; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

# 1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

It is hereby understood that agreement No. 57000-01-D009 with Susan Poor will automatically terminate upon the execution of this agreement by the Board of Supervisors.

2. Payments

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED NINE THOUSAND SIX HUNDRED DOLLARS (\$109,600) for the contract term.

B. <u>Rate of Payment</u>. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule 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.

## 3. 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 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 Service Rules.

## 4. 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, or 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 whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by

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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 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.

5. <u>Insurance</u>

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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, County 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.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County 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 require every employer to be insured against liability for Workers' 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.

B. <u>Liability Insurance</u>. 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 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 or by any subcontractor 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 not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$1,000,000
- 2) Motor Vehicle Liability Insurance ......\$1,000,000
- 3) Professional Liability ......\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

i. termination of this Agreement;

ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS(\$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 thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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.

## 7. Assignments and Subcontracts

A. Without the written consent of the Director of Health 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 Health Services or her designee is a breach of 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 Health Services or her designee.

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

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon

by the parties. No amendment 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.

9. <u>Records</u>

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 financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. 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, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

> In the case of County, to: San Mateo County Aging and Adult Services Jacqueline Toliver
>  225 - 37th Avenue
>  San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to: Poor Planning Associates
Susan Poor
275 Staples Ave.
San Francisco, CA 94112

B. <u>Controlling Law</u>. 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.

12. Term of the Agreement

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

This agreement supersedes the following agreement between County and Contractor: Agreement No. 57000-01-D009 executed on June 25, 2001.

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

COUNTY OF SAN MATEO

# SUSAN POOR/POOR PLANNING ASSOCIATES

By:\_\_\_

Michael D. Nevin, President Board of Supervisors, San Mateo County

By: Susan Port

Date: 10 9 01

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

ATTEST:

By:\_\_\_\_\_Clerk of Said Board

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

#### SCHEDULE A

Contractor shall research Medicare legislation which established Program of All Inclusive Care for the Elderly (PACE) and assist with the implementation of Long-Term Supportive Services including integration of Skilled Nursing Facilities and Adult Day Health Care Funds with other Medical funds administered by the Health Plan of San Mateo.

## PROJECT I

- 1. Contactor shall research Medicare legislation establishing Program of All Inclusive Care for the Elderly (PACE) to determine the feasibility of two PACE models in San Mateo County, one connected to the San Mateo County Health Center and one connected to the Coastside Adult Day Health Center.
- 2. Contractor shall research models of integrating Medicare and Medicaid services and financing the range of long-term care services.
- 3. Contractor shall develop recommendations for next steps.
- 4. Contractor shall provide written reports on progress of project every ninety (90) days.

#### PROJECT II

- 1. Contractor shall assist with implementation of Stage 1 phase 1a of the Long Term Supportive Services Project (LTSSP) including integration of Skilled Nursing Facility (SNF) and Adult Day Health Care (ADHC) funds with other Medi-Cal funds administered by the Health Plan of San Mateo (HPSM).
- 2. Contractor shall organize, support and facilitate the work of one Oversight Committee and four workgroups.
- 3. Contractor shall schedule meetings, prepare meeting materials, set agendas in conjunction with Committee/Workgroup chair, co-chair meetings if requested, prepare and distribute meeting summaries.
- 4. Contractor shall do follow-up research from meetings on items about specific areas of interest.
- 5. Contractor shall attend five Long-Term Care Integration meetings in Sacramento
- 6. Contractor shall prepare a draft and a final report on all project deliverables.

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#### SCHEDULE B

In full consideration of the services rendered in accordance with the terms of this agreement, Contractor shall be paid as follows:

## PROJECT I

Invoices will be submitted based on work accomplished at the rate of pay is \$100 per hour. Total amount for project I shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

### PROJECT II

Invoices will be submitted for work completed at the rate of pay of \$100 per hour and \$50 per hour for travel time. The total amount for project II shall not exceed EIGHTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$84,600).

In any event, the maximum amount of the agreement including both projects shall not exceed ONE HUNDRED NINE THOUSAND SIX HUNDRED DOLLARS (\$109,600).

## SCHEDULE C

Contract between County of San Mateo and Susan Poor/Poor Planning Associates , hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

# COUNTY OF SAN MATEO

# **Equal Benefits Compliance Declaration Form**

I Vendor Identification							
Name of Contractor:	Susan Poor Poor Planning Associates						
Contact Person:	Susan Poor						
Address:	275 Staples Ale.						
	San Francisco, CA 94112						
Phone Number:	415-587-8134 Fax Number: 415-587-7433						
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II Employees							
Does the Contractor have any employees?Yes $\underline{X}$ No							
Does the Contractor provide benefits to spouses of employees?Yes $X$ No							
*If the answer to one or both of the above is no, please skip to Section IV.*							
III Equal Benefits Comp	liance (Check one)						

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_ (date).

# **IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this <u>9</u> day of <u>october</u> , 2001 at	San Francisco	CA
	(City)	(State)
Swan Pora	Susan Poor	
Signature	Name (Please Print)	······
Owner	041-50-1835	-
Title	Contractor Tax Identification	Number
0		

TOTAL P.02

# COUNTY OF SAN MATEO AGING AND ADULT SERVICES MEMORANDUM

## CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM:Raymond Swope, County CounselTelephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Board Memo Resolution and Agreement with:

Susan Poor/Poor Planning Associates

DATE SUBMITTED:

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October 9, 2001

CONTRACT PERIOD: April 1, 2001 to June 30, 2002

# CONTRACT AMOUNT AND FUNDING SOURCE:

\$109,600 - funds for this agreement will be paid from a grant from the California Department of

Health Services Office of Long-Term Care for LTSSP.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:

RISK MUMI.

# COUNTY OF SAN MATEO AGING AND ADULT SERVICES MEMORANDUM

Number of pages faxed 2

DATE:	October 9, 2001					
TO:	Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-16					
FROM:	Maria Gonzalez - 57	3-3495, FAX 573-2193, PONY - AAS 321				
SUBJECT:	Contract Insurance Approval					
CONTRACTOR NA	ME:	Susan Poor/Poor Planning Associates				
DO THEY TRAVE	L?:	yes, Contractor will attend meetings				
PERCENT OF THE	TIME:					
NUMBER OF EMP	LOYEES:	0				
DUTIES (SPECIFIC	C):	Contractor will research Medicare Legislation and assist with the implementation of Long-Term Supportive Services.				

COVERACE:	Amount	approve	waive modify
Comprehensive General Liability			<u> </u>
Motor Vehicle Liability			<u> </u>
Professional Liability			
Worker's Compensation			

**REMARKS/COMMENTS** 

SIGNATURE

DATE

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