

SAN MATEO COUNTY AGREEMENT NO. _____

THIS AGREEMENT, entered into this 15th day of July 2003 by and between the COUNTY OF SAN MATEO, hereinafter referred to as "County" and Long Beach Genetics, Inc., hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Government Code Section 53060 the County may contract with and employ persons for the furnishing of special services such as paternity testing services; and

WHEREAS, the following attachments are attached hereto and incorporated by reference herein:

1. Exhibit A - Service Description and Payment Schedule
2. Equal Benefits Compliance Declaration Form

WHEREAS, it is necessary and desirable that the Contractor be engaged by the County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be Performed by Contractor.
In consideration of the payment hereinafter set forth, the Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO, DEPARTMENT OF CHILD SUPPORT SERVICES. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. Contract Term.
The term of this agreement shall be from July 15, 2003 through June 30, 2006, unless terminated earlier by the County.
3. Payments.
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", the County shall make payment to the Contractor in the manner specified in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County

determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$ 120,000.00.

4. Relationship of the Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

5. Worker's Compensation and Employer Liability Insurance

The Contract shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness 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 certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in the California Labor Code section 1861.

6. 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 the Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself 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 be not less than \$1,000,000 unless another amount is specified below and shows approval by the Risk Management Division of the Department of Employee and Public Services. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained. The Contractor shall furnish Risk Management with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement 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 days notice must be given, in writing, to the Risk Manager of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Required insurance shall include:

- | | | |
|----|------------------------|-------------|
| 1. | Professional Liability | \$2,000,000 |
| 2. | Workers Compensation | Statutory |
| 3. | General Liability | \$1,000,000 |

The 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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy and that if the County or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

After three years from the date this agreement is first executed the 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 60 days notice to the Contractor.

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, 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. Hold Harmless.

The Contractor shall indemnify and save harmless the County, its' officers, agents, employees and servants from all claims, suits or action 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) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978 including, but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees or servants, resulting from the performance of any work required of Contractor or payment 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 the 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.

8. Confidentiality

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. Non-Assignability

Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

10. Termination of Agreement

The County may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

11. Payment of Permits/Licenses

It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

12. Non-Discrimination.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex/gender, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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 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.

13. Equal Benefits

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.

14. Retention and Access to Records.

Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.

15. Merger Clause.

This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of the document. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in the document are not binding. All subsequent modifications shall be in writing and signed by the County. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

16. Assignments and Subcontracts.

All assignees, subcontractors or consultants working under this Agreement for the Contractor shall be subject to the same terms and conditions applicable to the Contractor under the Agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written above.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs-Gibson
President, Board of Supervisors

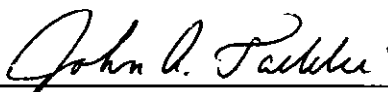
Date: _____

ATTEST:

Clerk of the Board of Supervisors

Date: _____

CONTRACTOR



John A. Taddie, PhD
Director and General Manager
Long Beach Genetics, Inc.

Date: 6/26/2003

EXHIBIT A: Service Description and Payment Schedule

Services to be Performed by the Contractor

1. Long Beach Genetics, Inc. will charge the County a \$48.00 per person DNA testing fee for specimen collection and complete analysis. This fee is fixed during the entire term of the contract.
2. The contractor shall perform genetic and blood tests to generate data that substantially exceed the standards for paternity presumption in the Family Law Code 7555 and any amendments that occur during the course of the contract. The contractor must have the ability to perform DNA probe analysis with a minimum of four established systems and associated databases. The contractor must also be able to conduct Human Leukocyte Antigen (HLA), Red Blood Cell Antigens, Serum Protein, and Immunolectrophoresis Focusing tests. If the alleged father is not excluded in at least two independent blood tests, or the probability of paternity does not exceed 99%, then the contractor will perform DNA probe analysis to either exclude the alleged father by two systems or raise the probability above the 99% level. The test method selected for each case will be determined by the Department of Child Support Services.
3. Written test results will be sent to the Department of Child Support Services within 14 calendar days from the date the samples were collected. The written results will include documentation of the chain of custody and the analytical methods.
4. All samples will be taken at the Department of Child Support Services located at 555 County Center, 2nd Floor in Redwood City, CA on the first and third Thursday of each month.
5. The contractor will provide certified phlebotomists to collect the samples. The contractor will also provide all supplies necessary for the collection, preservation, preparation and shipment of the samples.
6. The contractor will have the ability to use buccal swabs for specimen collection.
7. All analyzed DNA samples will be retained by the contractor for a minimum of one year.
8. When the samples are taken, the phlebotomist will identify each participant by taking thumbprints and photographs and obtaining driver's license numbers or state identification card numbers. The contractor will provide all materials and equipment needed to complete the identification process.

9. The contractor will also coordinate all out-of-county (domestic and international) specimen collections and comply with the requirements of the Uniform Interstate Family Support Act.
10. At no additional charge, the contractor will provide expert courtroom testimony about the use of paternity tests, the specific tests used in a case and the results and interpretation of those results. This service will be provided at the request of the Department of Child Support Services. This service will include the costs of forwarding the samples to a reference laboratory for retesting plus redraws if necessary. Blood typing will also be done as back-up support for the evidence.
11. The contractor shall provide monthly invoices with the name of the father, mother and child, the service performed, Department of Child Support Services case number, and the rate for the service.
12. The contractor will respond within 24 hours to inquiries from the Department about the status of a test.
13. The Department will schedule appointments for mothers, children and alleged fathers. However, if a person fails to appear for a sample drawing, there will not be a charge.
14. The contractor must perform all testing in accordance with American Association of Blood Banks (AABB) protocols for paternity testing.
15. The contractor must agree to the insurance and other requirements in the attached sample contract. The insurance requirements are the statutory requirements for worker's compensation insurance \$1 million in general liability and \$2 million in professional liability insurance.
16. The contractor will provide the Department with a monthly work in progress report detailing all outstanding cases, parties names, who has or has not been drawn and the Department internal case number.
17. The contractor will abide by all terms and conditions as specified within the contract with the County of San Mateo. A sample contract is attached to the RFP for reference.

ATTACHMENT I

Required only from Contractors who provide services directly to the Public on the County's behalf.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in the assurance. The assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. () employs fewer than 5 persons.
- b. (X) employees 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

JOHN A. TADDIE

Name of 504 Person - Type or Print

| | | |
|---------------------------------------|-------|----------------------------|
| LONG BEACH GENETICS, INC | | 2384 E. PACIFICA PLACE |
| Name of Contractor(s) - Type or Print | | Street Address or P.O. Box |
| RANCHO DOMINGUEZ | CA | 90220 |
| City | State | Zip Code |

I certify that the above information is complete and correct to the best of my knowledge:

Date: 6/26/2003

John A. Taddie, DIRECTOR & GEN. MGR. Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultations with a handicapped person seeking its services, there is no method to complying with (the facility accessibility regulations)...other than making a significant alternation in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Long Beach Genetics, Inc.
Contact Person: John A. Taddie, PhD.
Address: 2384 East Pacifica Place
Rancho Dominguez, CA 90220
Phone Number: (800) 824-2699
Fax Number: (877) 307-1454

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.

Signature: John A. Taddie

DIRECTOR AND GENERAL MANAGER
Title

JOHN A. TADDIE
Name (Please Print)

6/26/2003
Date

**SAN MATEO COUNTY
MEMORANDUM**

DATE: June 30, 2003
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Lisa Raiti
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Long Beach Genetics, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 31

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

SEE Attachment **EXHIBIT A**

The following will be completed by Risk Management:

| INSURANCE COVERAGE: | Amount | Approve | Waive | Modify |
|---------------------------------|--------|-------------------------------------|--------------------------|--------------------------|
| Comprehensive General Liability | \$15m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability | \$10m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability | \$15m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation | \$1m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS:

Priscilla Morse

Risk Management Signature

7-1-03

Date

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14. The contractor must perform all testing in accordance with American Association of Blood Banks (AABB) protocols for paternity testing.
15. The contractor must agree to the insurance and other requirements in the attached sample contract. The insurance requirements are the statutory requirements for worker's compensation insurance \$1 million in general liability and \$2 million in professional liability insurance.
16. The contractor will provide the Department with a monthly work in progress report detailing all outstanding cases, parties names, who has or has not been drawn and the Department internal case number.
17. The contractor will abide by all terms and conditions as specified within the contract with the County of San Mateo. A sample contract is attached to the RFP for reference.

AMERICAN CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/06/2003

PRODUCER
Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Esoterix, Inc. 04
Long Beach Genetics Testing Center, Inc.
4509 French Lane, Bldg J, Suite 100
Austin, TX 78744

INSURER A: Underwriters at Lloyd's & Cos.
INSURER B: Chubb/Federal Ins. Co
INSURER C: St. Paul Fire & Marine
INSURER D:
INSURER E:

COVERAGES

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

| INSR / LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | NB03AGCY | 4/30/2003 | 4/30/2004 | EACH OCCURRENCE \$ 15,000,000 |
| | FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 74983951 | 4/30/2003 | 4/30/2004 | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 |
| | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ |
| B | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | 93631722 | 4/30/2003 | 4/30/2004 | EACH OCCURRENCE \$ 9,000,000 |
| | AGGREGATE \$ 9,000,000 | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA9403686 | 4/30/2003 | 4/30/2004 | WC STATUTORY LIMITS OTHER |
| | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| A | OTHER Professional Liability | NB03AGCY | 4/30/2003 | 4/30/2004 | Limit \$ 15,000,000 |
| | Aggregate \$ 15,000,000 | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Healthcare System Professional and General Liability Coverage is Worldwide. Limits in U.S. Dollars. Certificate holder is named as Additional Insured.

| | | |
|---|---|---|
| CERTIFICATE HOLDER | ADDITIONAL INSURED - INSURER LETTER: | CANCELLATION 10 Day Notice for Non-Payment of Premium |
| San Mateo County, Department of Child Support Services Attn: Margaret Slajchert-Jensen, Adm. 555 County Center, 2nd Floor Redwood City, CA 94103 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
| LOAN #: 04 | | AUTHORIZED REPRESENTATIVE <i>Janice Albert</i> |

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.