

AGREEMENT BETWEEN COUNTY OF SAN MATEO

AND

FAMILY SERVICE AGENCY OF SAN MATEO

For the Period of

JULY 1, 2003 THROUGH JUNE 30, 2005

Agency Contact Person: Stuart Oppenheim, Director Human Services Agency 650.301.8710

AGREEMENT WITH FAMILY SERVICE AGENCY OF SAN MATEO

THIS AGREEMENT, entered into this	day of	, 2003, by
and between the COUNTY OF SAN MATEO,	hereinafter "County,"	' and
FAMILY SERVICE AGENCY OF SAN MAT	TEO (FSA) hereinafter called	l "Contractor":

WITNESSETH:

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 for the Human Services Agency, Children and Family Services, 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: Compliance with Section 504

Exhibit D: Program Monitoring

Exhibit E: Equal Benefits Compliance Declaration Form

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. 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 **ONE HUNDRED FORTY**TWO THOUSAND DOLLARS (\$142,000) 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 Agency or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3A 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 Agency or her representative.
- C. I . I . II . III . III . III . III . 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. Payment for all services provided pursuant to this contract is 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. . ..

Contractor shall indemnify and save harmless County, it's 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, it's officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including by not limited to that caused by 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 damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of it's 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. <u>Insurance</u>

A. 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 Agency and Contractor shall use due 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 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 Worker's 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.

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	\$ 1,000,000
(b)	Motor Vehicle Liability Insurance	\$ 1,000,000
(c)	Professional Liability	\$ 1,000,000

- B. After one (1) year 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 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 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 the loss covered by such a policy, such other insurance shall be excess insurance only.
- C. 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.

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 Agreement.

- 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 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.
- B. <u>Non-Discrimination General</u> 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. <u>Non-Discrimination Employment</u> 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 nondiscrimination policies shall be made available to County upon request.
- D. <u>Equal Benefits Compliance</u> With respect to the provision of employee benefits, Contractor will 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.

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 complainant, 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.

9. Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Contractor will ensure all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

- 10.
 - A. Without the written consent of the Director of Human Services Agency 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 Agency 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 Agency or her designee.
 - C. All assignees, subcontractors, or consultants approved by the Director of Human Services Agency 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.

11. 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.

12. Combine Chaqle 9 Lass

All services shall 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, Health Insurance Portability and Accountability Act of 1996 (HIPPA) and all Federal regulations promulgated thereunder, as amended, and 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 Exhibit C, 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.

13. **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocol set forth in Exhibit D, attached hereto and incorporated by reference herein.

14.

Contractor shall comply with the program specific requirements contained in Exhibit E, attached hereto and incorporated by reference herein.

15. 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.

16. <u>Interpretation and Enforcement</u>

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:

- 1) Stuart Oppenheim Human Services Agency 400 Harbor Blvd., Bldg. B Belmont, CA 94002 650.301.8710
- 2) In the case of Contractor, to:
 Laurie Wishard, Executive Director
 Family Service Agency of San Mateo
 24 Second Avenue
 San Mateo, CA 94401
 650.403.4300 ext. 4409

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

The validity of this Agreement and of it's 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.

17. Contractor's Outcome Based Management Responsibilities:

Contractor will 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:

- a. Attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. 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
- e. Participating in a review of performance and outcome information;
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Human Services Agency's Outcome Based Management Responsibilities:

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

18. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for Family Service Agency of San Mateo the term of this Agreement shall be from July 1, 2003 through June 30, 2005. This Agreement may be terminated by Contractor, Director of Human Services Agency 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: Rose Jacobs Gibson, President San Mateo County Board of Supervisors
ATTEST:	Date:
Clerk of Said Board	
Date:	
	FAMILY SERVICE AGENCY OF SAN MATEO
	aurie Willand, Prosident
	Name, Title - Pfint Ville Walker Signature
	Date: $\frac{6/19/03}{}$

FAMILY SERVICE AGENCY OF SAN MATEO July 1, 2003 through June 30, 2005 PROGRAM DESCRIPTION

A. Detailed description of services to be performed by Contractor

- 1. Contractor will provide the following services:
 - Supervised family visitations in locations to be agreed upon in Redwood City and Daly City Sites
 - · Supervised family exchanges
 - Supervised supportive family visitations for court ordered visits
 - Supervised therapeutic family visitations
- 2. Contractor will provide a Child Development Specialist to supervise all supportive visitations and a mental health professional to supervise all therapeutic visitations.
- 3. Contractor Visitation services will be available as follows:

•	Tuesday	12 p.m 6 p.m.
•	Wednesday	12 a.m 6 p.m.
•	Thursday	12 a.m. – 8 p.m.
•	Friday	12 p.m.– 8 p.m.
•	Saturday	10 a.m. – 5 p.m.
•	Sunday	10:30 a.m5 p.m.

- 4. Contractor will provide the capacity for 1101hours of scheduled supervised visitations and 40 hours of supportive therapeutic supervised visitations of all types as outlined in Section A.1 of this agreement. The referring social worker will receive a written report following each visitation. A scheduled visitation is defined as one which is scheduled and confirmed will all parties involved 24 hours before the actual visit, or a visit that actually occurs and is scheduled less than 24 hours before the visit.
- 5. Contractor will evaluate all referrals made by HSA. Contractor can refuse to begin or continue to provide services to clients who:
 - a. Require a more secure setting;
 - b. Do not follow the Center rules and procedures;
 - c. Do not show up for visits;
 - d. Do not benefit from the Center's services.

When demand exceeds the capacity of the Center or times available for services are not convenient to clients, a waiting list will be utilized.

- 6. Contractor will provide HSA with copies of observational visitation reports.
- 7. Contractor will follow the mandatory of any suspected instances of child abuse or neglect, are immediately reported to a child protective agency.

EXHIBIT B

FAMILY SERVICE AGENCY OF SAN MATEO July 1, 2003 through June 30, 2005

PAYMENT SCHEDULE

- I. In consideration for services provided by the Contractor pursuant to this agreement, i. ... shall pay the Contractor according to the payment schedule described below:
 - A. County shall pay Contractor quarterly according to the following payment schedule listed below for the Visitation Services described in of Exhibit A. Payment for these services shall not exceed **ONE HUNDRED FORTY TWO THOUSAND DOLLARS** (\$142,000) for the contract term.

Payment for Fiscal Year 2003-04 (7/03-6/04)

July	2003	\$ 17,750
October	2003	\$ 17,750
January	2004	\$ 17,750
April	2004	\$ 17,750
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Total		\$71.000

Payment for Fiscal Year 2004-05 (7/04 - 6/05)

July October January April	2003 2003 2004 2004	\$ 17,750 \$ 17,750 \$ 17,750 \$ 17,750
Total		\$71,000
Total for Visitation Services		\$142,000

B. All payments under this Agreement must directly support services specified in this Agreement.

EXHIBIT C

(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 regulations, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of 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 this assurance. This assurance is binding on the Contractor(s), it's 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	The Contr	ractor(s)	: (Check	a	or	b)
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a. C > Employs fewer than 15 persons.

b. (1) Employs 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.

Later Strike Value SAM Name of 504 Person

1870 El Camino Real W 24 Second Clive.
Burlingame, CA 94010 Con Molo, Ch. 8440/

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

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT D

PROGRAM MONITORING

FAMILY SERVICE AGENCY OF SAN MATEO July 1, 2003 through June 30, 2004

HSA program liaison will serve as the conduit for problems or changes, which arise during the course of this Agreement. The liaison will monitor this Agreement as follows:

- a. Maintain a close working relationship with the Director of the Family Visitation Center.
- b. Receive quarterly statistical reports from the contractor.
- c. Address problems and work with the contractor's director for resolution either verbally or in writing.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification						
Name of Contractor: Contact Person: Address:	Family Service Agency of fan Mates Laurie Wigher al He second Ave. Jan Mates. CA 94401					
Phone Number: 650, 403, 4300 Fax Number:						
II Employees						
Does the Contractor have	ve any employees? ☑ Yes ☐ No					
Does the Contractor pro	vide benefits to spouses of employees?					
If the answ	ver to one or both of the above is no, please skip to Section IV.					
III Equal Benefits Compli	ance (Check one)					
employees with spo Yes, the Contractor in lieu of equal bene No, the Contractor d	loes not comply. Ider a collective bargaining agreement which began on					
	(date) and expires on (date).					
IV Declaration						
	perjury under the laws of the State of California that the foregoing is I am authorized to bind this entity contractually. Name (Please Print)					
Tresident	6/18/03					
Title	Date					

SAN MATEO COUNTY. MEMORANDUM

DATE:	6/16/03				
TO:	Priscilla Harris	Morse	FAX: 363-4864	PONY: EI	PS 1 <i>6</i> 3
FROM:	Nalini Nath FAX: 596-3478	3	PONY: IISA210		
SUBJECT:	Contract Insu	гапсе Арргоv	al		
The following is to b	e completed by t	he departmen	ıt before submissi	on to Risk M	lanugement:
CONTRACTOR NA	ME: Family Seri	vice Agency o	San Mateo Coun	ty (FSA)	
DOES THE CONTR yes	LACTOR TRAVE	L AS A PAR	T OF THE CONTE	RACT SERV	ICES?:
NUMBER OF EMP	LOYEES WORK	ING FOR CO	NTRACTOR: yes		
DUTIES TO BE PER		ONTRACTO	R FOR COUNTY:	Provide sup	ervised
The following will t	e completed by l	Risk Manager	ment:		
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Motor Vehicle Liabi	lity	\$1,000,000	_ 🗹		
Professional Liability	y	\$1,000,000	_ 0 /		
Workers' Compensa REMARKS/COMM		\$statulory_			
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