

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC.: 2003-04**

THIS AGREEMENT, entered into this _____ day of _____ 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC., 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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing mental health services for the Child Abuse Treatment Services Program, as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 the County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$772,733).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. 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.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of 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.

7. 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, (C) 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 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but 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 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.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the county's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. 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 County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 (30) days' notice must be given, in writing, to the County Manager 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 certifies, as required by Section 1861 of the California Labor Code, that it is 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 | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

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.

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.

10. Compliance with laws; payment of Permits/Licenses.

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) 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 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.

In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of 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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Paragraph and/or to set off all or any portion of the amount described in this Paragraph against amounts due to Contractor under the Agreement or any other agreement 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.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits 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 this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

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

In the case of County, to:
San Mateo County
Mental Health Services Division

225 – 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Family Service Agency of San Mateo County, Inc.
24 – 2nd Avenue
San Mateo, CA 94401

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC.



Contractor's Signature

Date: 9/17/03

Long Form Agreement/Non Business Associate

Exhibit "A"
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC.: 2003-04

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. SERVICES

Contractor shall provide Child Abuse Treatment Program Services. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. CHILD ABUSE TREATMENT PROGRAM

1. Contractor shall provide mental health services to abused children/youth and their families. All referrals to the program shall be made directly by a Children and Family Services worker. All program activities shall be available in both English and Spanish. Services include:
 - a. assessment;
 - b. individual therapy;
 - c. group therapy and counseling;
 - d. collateral services and family counseling/therapy;
 - e. crisis intervention (once client is accepted into program);
 - f. case management/brokerage;
 - g. home and school visits as needed;
 - h. client centered interagency collaboration;
 - i. program-related interagency collaboration;
 - j. rehabilitation services (e.g., daily living skills);
 - k. transportation time required to bring children to group treatment and parents for non-offending parent Spanish-speaking group; and
 - l. childcare for parents served Monday through Wednesday at the San Mateo office and at least one (1) night a week at the Redwood City office.
2. Contractor shall provide three hundred fifty-one thousand two hundred forty-two (351,242) units of services. One (1) unit equals one (1) minute of mental health service.

3. Contractor shall serve approximately one hundred fifty (150) Medi-Cal unduplicated clients between July 1, 2003 and June 30, 2004.
4. Contractor shall operate services at three (3) offices, San Mateo, Redwood City, and Daly City
5. Contractor shall adhere to the following guidelines:
 - a. within two (2) working days of complete referral, Contractor's staff shall attempt to contact the family. Any incomplete referrals will be faxed to the Children and Family Services Division worker within one (1) working day;
 - b. after first (1st) contact, the assessment is offered within five (5) working days;
 - c. assigned treatment within two (2) weeks after assessment; and
 - d. will send to the Children and Family Services Division an e-mail, or send by fax, information regarding the designation of treatment provider.
6. Contractor shall participate in State Department of Mental Health related evaluation activities.
7. Contractor shall participate with Mental Health Services Division on a monthly basis in clinical review of all clients receiving services for at least one (1) year.
8. Contractor agrees to notify Children and Family Services worker after one (1) unexcused appointment or two (2) consecutive excused absences.

II. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 12 of the Agreement and Paragraph I.N.3 of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

- B. Contractor shall submit a copy of any licensing report issued by licensing agency to County Mental Health Division Children and Youth Services Deputy Director.
- C. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.
- D. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
- E. Contractor shall complete all State evaluation requirements.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. Contractors providing federally funded health services may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility.
- H. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.

III. GOALS AND OBJECTIVES

A. Child Abuse Treatment Program

Goal 1: Contractor shall maintain clients served in the least restrictive settings

Objective 1: Ninety-five percent (95%) of children served will be maintained in family home or home-like setting (foster home) after six (6) months of receiving services.

Goal 2: Contractor shall reduce re-incidence of child abuse, molestation, or neglect.

Objective 1: At least ninety-five percent (95%) of families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment.

Goal 3: Contractor shall complete treatment in a reasonable amount of time to ameliorate problems

Objective 1: No more than ten percent (10%) of unduplicated clients will be in treatment more than two (2) years.

Goal 4: Contractor shall effectively manage the care of clients with the result of providing service to more clients under this Agreement.

Objective 1: Contractor shall provide service to a minimum of one hundred fifty (150) clients with an average of two thousand three hundred forty-one (2,341) units of service per client.

Goal 5: Contractor shall enhance program's cultural competence. Contractor shall seek a racial and sexual parity of volunteers and staff members to the client population.

Objective 1: Contractor shall receive at least one (1) training in some aspect of cultural competency or diversity between July 1, 2003 and June 30, 2004.

Goal 6: Contractor shall develop a family-professional partnership for all child and youth services.

Objective 1: At least ninety percent (90%) of parents or other caregivers shall be involved in the assessment and development of service plan (i.e., signing of service plan) of their child.

Exhibit "B"
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC.: 2003-04

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

- A. County shall pay Contractor at a rate of TWO DOLLARS TWENTY CENTS (\$2.20) per minute of service, not to exceed three hundred fifty-one thousand two hundred forty-two (351,242) total minutes for a total of SEVEN HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$772,733).
- B. The parties expect County shall pay Contractor an average of SIXTY-FOUR THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS (\$64,394) per month for an average of twenty-nine thousand two hundred seventy (29,270) minutes of service provided.
- C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$772,733).
- D. Payment shall be made on behalf of Medi-Cal eligible clients only. At least one hundred fifty (150) clients must be full scope Medi-Cal.
- E. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided.
- F. Contractor's annual 2003-2004 budget is attached and incorporated into this Agreement as Exhibit C.
- G. The Director of Health Services or her designee may execute minor amendments and adjustments to this Agreement not to exceed the aggregate of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the term of the Agreement.

- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms and conditions of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.
- J. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report. If Contractor has received more than THREE HUNDRED THOUSAND DOLLARS (\$300,000) in federal funds for the fiscal year, the audit must meet the requirements of the Federal Single Audit Act and OMB Circular A-133.
- K. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- L. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- M. Monthly Reporting
 - 1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.

2. Completed service reporting form(s) will accompany the invoice and provide back-up detail for the invoiced services ("Service Reporting Form(s)"). The Service Reporting Form(s) will be provided by County, and will be completed by Contractor according to the instructions accompanying the Service Reporting Form(s).
3. Each month Contractor will provide a written summary of services rendered each such month ("Summary"). The Summary shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.

N. Contractor shall comply with the following requirements in the provision of mental health services.

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify to the County, in writing under penalty of perjury, for each monthly claim when submitted to the County for reimbursement. Contractor shall use the service reporting form provided by the County. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this Agreement.
 - b. The beneficiary was eligible per this Agreement to receive services at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.

- d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this Agreement.
 - f. For each beneficiary with (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this Agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
3. Except as provided in Paragraph II.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, or the County.
- O. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph I.R. of this Exhibit B.

- P. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph I.C. of this Exhibit B.
- Q. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated, subject to the provisions of Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- R. Contractor may rollover unspent funding from the County according to the following procedures.
1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
 2. At the time of the submission of the summary calculation. Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of Mental Health Services or her designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
 3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

4. If the specific purpose is not yet complete as of the end of the first succeeding fiscal year, Contractor may make subsequent request(s) to rollover the unspent funds to the succeeding fiscal year(s) by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the Director of Mental Health Services or her designee approves the request.
5. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year in which rollover funds are spent, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

FAMILY SERVICE AGENCY TOTAL COMPANY BUDGET FISCAL YEAR 2003-2004														
Description	2003-2004 Child Care	2002-2003 Child Care	2003-2004 Counseling	2002-2003 Counseling	2003-2004 Senior Services	2002-2003 Senior Services	2003-2004 Visitation Center	2002-2003 Visitation Center	2003-2004 FLP Program	2002-2003 FLP Program	2003-2004 Management	2002-2003 Management	2003-2004 Information Technology	2002-2003 Information Technology
Revenue Sources:														
410 Private Support			\$109,232		\$78,563	\$56,002	\$5,000	\$3,503					\$0	
412 United Way Donor Option	1,000	2,000						100						
413 Auxiliaries		59,000	30,000											
414 Donations: BD Design														
415 Donations In-Kind			5,760	10,050	169,836	217,836		22,725						
420 Foundations	25,000	64,059		431,132	76,000	149,178		114,273	66,244	64,833				
430 United Way	38,370													
501 Federal Grants					356,300	356,300	69,333							
510 State Grants	1,751,815	1,647,306												
520 Rental Income														
550 Local Grants	12,000	20,249	609,330	690,006	309,373	421,985	287,000	277,460		40,000	75,310	90,199		
610 CHAT			250,000	250,000										
620.01 Client Fees			78,137	245,276	31,150	53,024	116,457	84,000						
620.03 Victim Restitution Fees			289,745	307,742										
630 Child Care Fees - Subsidized	80,160	170,816												
Child Care Fees - Unsubsidized	292,925	247,800												
640 Transfers from Deferred					6,500		99,000	55,000	73,367	21,939				166,967
650 Investment Income		900			150	150			10,000	10,500	8,500	27,000		
690 Other Income	49,083		80,500	93,370					500	10,500				
Total Revenues	\$2,250,343	\$2,212,131	\$1,452,703.76	\$2,027,575	\$1,027,872	\$1,254,474	\$576,789	\$557,061	\$150,111	\$147,772	\$83,810	\$117,199	\$0	\$166,967
Expenditures:														
701 Salaries and Wages	\$1,494,184	\$1,577,779	\$961,876	\$1,424,788	\$626,687	\$731,841	\$381,527	\$382,313	\$104,590	\$97,617	\$312,726	\$304,842	\$19,783	\$18,650
710 Fringe Benefits	141,809	172,894	41,488	84,299	11,848	21,470	19,929	34,122	4,003	4,893	17,129	17,305	1,234	987
720.01 Payroll Taxes	114,305	120,700	73,584	100,964	45,920	53,880	29,187	28,763	8,001	7,488	23,924	23,320	1,513	1,427
720.02 Joint Agencies Trust-Unemployment	19,424	10,600	12,504	16,000	2,576	1,700	4,966	3,950	1,360	1,000	4,065	700	257	500
720.03 Workers Compensation Insurance	155,375	48,062	73,289	23,440	16,549	12,564	20,110	4,139	3,028	1,478	8,348	2,572	555	138
705 In-Kind Salaries					87,000	131,400								
Total Compensation Costs	\$1,925,097	\$1,930,035	\$1,162,741	\$1,649,491	\$790,579	\$952,855	\$455,719	\$453,287	\$120,982	\$112,456	\$366,192	\$348,739	\$23,343	\$21,702
Other Expenditures:														
800 Professional Fees	\$13,541	5,975	\$39,186	64,000	\$14,833	11,014	\$8,586	17,995	\$988	1,500.00	\$7,383	\$35,780	\$46,500	\$38,000
810 Supplies	110,696	111,920	25,022	17,850	3,715	7,810	6,844	9,400	1,111	1,750.00	6,667	11,000	2,000	2,000
820 Telephone	8,754	13,300	7,653	23,092	7,030	8,065	3,571	4,000	1,917	3,000.00	3,827	8,000	1,200	2,325
830 Postage	930	1,200	5,440	4,425	1,800	3,111	2,400	1,500	160	500	6,280	10,000		
840 Occupancy & Utilities	62,600	76,750		155,071		20,170		18,500		11,050.00		23,440		
841 In Kind Rent			5,760	10,050	82,836	86,436		22,725						
845 Insurance	86,104	18,800	30,165	16,750	15,138	3,268	7,929	4,300	2,098	600	13,619	6,000		550
850 Equipment Repairs/Maint	650	1,400	700	2,850	1,000			300				200	1,500	2,500
860 Print, Meals, PR, Subs & Pubs	3,125	5,075	4,964	6,750	61,200	140,880		5,100	3,000	3,000	8,500	14,500		
870 Travel	11,610	11,750	3,138	7,635	4,115	6,067		600	500	500	750	2,000		500
880 Staff/Board Development	1,551	3,750	4,000	900				2,000	2,000	2,000		5,000		
890 Support Services				1,900	11,400	11,798								
910 Dues	75	75		100							8,000	10,200		
930 Interest/Bank Charges	2,000	3,100	1,813	3,900			1,000	1,000			3,000	8,500		
940 Recruitment	1,300	3,300	2,036	2,500			1,000	2,000		1,500		2,000		
960 Transfer to Reserves														
995.01 Depreciation	2,750	10,100	11,248	28,895	6,500	1,500		6,254		2,014	3,114	11,500		49,290
970.03 Transfers to IT	5,717	5,300	34,490	14,745	12,430	1,500	16,429	6,100	4,898	2,903	16,427	9,748	(97,961)	
970.04 Reserve for Computer Purchases														
970.06 Transfer Bldg to Divisions	13,844		113,049		15,296				10,966		30,000		5,600	
980 Site Improvements/Equip/Furniture		10,300	1,300	16,670.00				2,000	1,491	5,000		20,975	20,000	50,100
Total Other Expenditures	\$325,247	\$282,095	\$289,983	\$378,083	\$237,293	\$301,619	\$121,771	\$103,774	\$29,129	\$35,316	\$107,566	\$178,843	(\$21,161)	\$145,265
Total Expenditures	\$2,250,343	\$2,212,130	\$1,452,704.08	\$2,027,575	\$1,027,873	\$1,254,474	\$576,789	\$557,061	\$150,111	\$147,772	\$473,758	\$527,582	\$2,182	\$166,967
Net Surplus (Deficit)	(\$0)	\$0	(\$0)	\$0	(\$0)	\$0	\$0	\$0	\$0	\$0	(\$389,948)	(\$410,383)	(\$2,182)	\$0

FAMILY SERVICE AGENCY TOTAL COMPANY BUDGET FISCAL YEAR 2003-2004								
Description	2003-2004	2002-2003	2003-2004	2002-2003	2003-2004	2002-2003	Operating Budget	
	Development Fundraising	Development Fundraising	Winners Breakfast	Winners Breakfast	RWC Building	RWC Building	2003-2004	2002-2003
Revenue Sources:								
410 Private Support	\$253,465	\$340,000	\$60,000	\$50,000			\$506,260	\$449,505
412 United Way Donor Option							\$1,000	\$2,100
413 Auxiliaries	325,000	266,000					\$355,000	\$325,000
414 Donations: BD Design							\$0	\$0
415 Donations In-Kind							\$175,596	\$250,611
420 Foundations							\$167,244	\$823,475
430 United Way							\$38,370	\$0
501 Federal Grants							\$425,633	\$356,300
510 State Grants							\$1,751,815	\$1,647,306
520 Rental Income					13,992	8,592	\$13,992	\$8,592
550 Local Grants							\$1,293,013	\$1,539,899
610 CHAT							\$250,000	\$250,000
620.01 Client Fees							\$225,744	\$382,300
620.03 Victim Restitution Fees							\$289,745	\$307,742
630 Child Care Fees - Subsidized							\$80,150	\$170,816
Child Care Fees - Unsubsidized							\$292,925	\$247,800
640 Transfers from Deferred	30,000	44,750					\$208,867	\$288,656
650 Investment Income							\$18,650	\$38,550
690 Other Income							\$130,083	\$103,870
Total Revenues	\$608,465	\$650,750	\$80,000	\$50,000	\$13,992	\$8,592	\$6,224,086	\$7,192,522
Expenditures:								
701 Salaries and Wages	\$113,909	\$113,040	\$13,203		\$5,900	\$4,150	\$4,034,384	\$4,655,019
710 Fringe Benefits	6,691	5,405	882		353	282	\$245,366	\$341,656
720.01 Payroll Taxes	8,714	8,648	1,010		451	317	\$306,608	\$345,487
720.02 Joint Agencies Trust-Unemployment	1,481	500	172		77		\$46,882	\$34,950
720.03 Workers Compensation Insurance	2,905	1,034	337		176	40	\$280,672	\$93,467
705 In-Kind Salaries							\$87,000	\$131,400
Total Compensation Costs	\$133,700	\$128,625	\$15,603	\$0	\$6,957	\$4,789	\$5,000,912	\$5,601,980
Other Expenditures:								
800 Professional Fees	\$16,727	\$25,837				\$200	\$147,744	\$200,302
810 Supplies	5,389	8,895	500				\$161,944	\$170,625
820 Telephone	1,020	1,574					\$34,873	\$63,356
830 Postage	11,320	6,000	1,000				\$29,330	\$26,736
840 Occupancy & Utilities		21,840			12,060	1,360	\$74,660	\$328,181
841 In Kind Rent							\$88,596	\$119,211
845 Insurance	9,948	1,797			5,218	200	\$170,218	\$52,265
850 Equipment Repairs/Maint							\$3,850	\$7,250
860 Print, Meals, PR, Subs & Pubs	11,500	49,100	42,000	35,000			\$138,939	\$259,405
870 Travel	500	600					\$20,913	\$29,652
880 Staff/Board Development		1,500					\$8,551	\$15,150
890 Support Services							\$11,400	\$13,698
910 Dues							\$8,075	\$10,375
930 Interest/Bank Charges							\$7,813	\$16,500
940 Recruitment	250	250					\$4,586	\$11,550
960 Transfer to Reserves						1,500	\$0	\$1,500
995.01 Depreciation	2,232	2,232					\$25,844	\$111,786
970.03 Transfers to IT	5,265	6,157					(\$2,306)	\$46,453
970.04 Reserve for Computer Purchases							\$0	\$0
970.06 Transfer Bldg to Divisions	11,813						\$266,928	\$0
980 Site Improvements/Equip/Furniture		1,500					\$23,791	\$106,545
Total Other Expenditures	\$75,985	\$127,283	\$43,500	\$35,000	\$17,278	\$3,280	\$1,225,850	\$1,590,539
Total Expenditures	\$209,665	\$255,808	\$59,103	\$35,000	\$24,235	\$8,049	\$6,226,763	\$7,192,519
Net Surplus (Deficit)	\$398,800	\$394,842	\$897	\$15,000	(\$10,243)	\$543	(\$2,676)	\$3

FAMILY SERVICE AGENCY TOTAL COMPANY BUDGET FISCAL YEAR 2003-2004							
Description	2003-2004	2002-2003	2003-2004	2002-2003	Total Agency	Total Agency	
	San Mateo Building	San Mateo Building	Capital Campaign	Capital Campaign	2003-2004 Budget	2002-2003 Budget	
Revenue Sources:							
410 Private Support			\$1,750,000		\$2,256,260	449,505	
412 United Way Donor Option					\$1,000	2,100	
413 Auxiliaries					\$355,000	325,000	
414 Donations: BD Design		\$549,871		\$391,618	\$0	941,489	
415 Donations In-Kind					\$174,598	250,611	
420 Foundations					\$167,244	823,475	
430 United Way					\$38,370	0	
501 Federal Grants					\$425,633	356,300	
510 State Grants					\$1,751,815	1,647,306	
520 Rental Income	10,899	43,956			\$24,891	52,548	
550 Local Grants					\$1,293,013	1,539,899	
610 CHAT					\$250,000	250,000	
620.01 Client Fees					\$225,744	382,300	
620.03 Victim Restitution Fees					\$289,745	307,742	
630 Child Care Fees - Subsidized					\$80,150	170,816	
Child Care Fees - Unsubsidized					\$292,925	247,800	
640 Transfers from Deferred					\$309,010	288,656	
650 Investment Income					\$18,650	38,550	
690 Other Income					\$130,083	103,870	
Total Revenues	\$10,899	\$593,827	\$1,750,000	\$391,618	\$8,084,128	\$8,177,967	
Expenditures:							
701 Salaries and Wages	\$21,900	\$56,402	\$154,322	\$202,649	\$4,210,606	4,914,070	
710 Fringe Benefits	1,763	3,948	7,974	10,669	\$255,124	356,274	
720.01 Payroll Taxes	1,875	4,315	11,806	15,503	\$320,089	365,305	
720.02 Joint Agencies Trust-Unemployment	285		2,006	500	\$49,173	35,450	
720.03 Workers Compensation Insurance	654	541	4,304	1,797	\$287,297	95,804	
705 In-Kind Salaries					\$86,000	131,400	
Total Compensation Costs	\$26,277	\$65,205	\$180,412	\$231,118	\$5,208,290	\$5,898,303	
Other Expenditures:							
800 Professional Fees		\$5,000	\$6,648	\$132,000	\$154,392	337,302	
810 Supplies			28,333	3,500	\$190,277	174,125	
820 Telephone			1,531		\$36,504	63,356	
830 Postage			2,480		\$31,810	26,736	
840 Occupancy & Utilities	52,500	92,520			\$127,160	420,701	
841 In Kind Rent					\$88,596	119,211	
845 Insurance		7,200	5,559		\$175,778	59,465	
850 Equipment Repairs/Maint		6,000			\$3,850	13,250	
860 Print, Meals, PR, Subs & Pubs			15,000	22,000	\$153,939	281,405	
870 Travel			600		\$21,513	29,652	
880 Staff/Board Development					\$8,551	15,150	
890 Support Services					\$11,400	13,698	
910 Dues					\$8,075	10,375	
930 Interest/Bank Charges	300,072	179,635			\$307,885	196,135	
940 Recruitment					\$4,586	11,550	
960 Transfer to Reserves						1,500	
970.01 Depreciation	205,000	136,115			\$230,844	247,901	
970.03 Transfers to IT			4,488		\$97,961	48,453	
970.04 Reserve for Computer Purchases					\$0	0	
970.06 Transfer Bldg to Divisions	(360,000)		11,719		(\$81,353)	0	
880 Site Improvements/Equip/Furniture		102,152		3,000	\$23,791	211,698	
Total Other Expenditures	\$197,572	\$528,622	\$76,358	\$160,500	\$1,595,559	\$2,279,662	
Total Expenditures	\$223,849	\$593,827	\$256,770	\$391,618	\$6,803,849	\$8,177,965	
Net Surplus (Deficit)	(\$212,950)	\$0	\$1,493,230	\$0	\$1,280,279	\$3	

Attachment I

(Required only from Contractors who provide services directly to the Public on 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 this assurance. This 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 15 persons.
- b. ☒ 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.

Francine Winston

Name of 504 Person - Type or Print

<u>Service Agency of San Mateo County, Inc.</u>		<u>24 - 2nd Avenue</u>
Name of Contractor(s) - Type or Print		Street Address or PO Box
<u>San Mateo</u>	<u>CA</u>	<u>94401</u>
City	State	Zip Code

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

9/17/03
Date

Louise Wilson, President
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 handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration 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: Family Service Agency of San Mateo County, Inc.
Contact Person: Laurie Wishard
Address: 24 - 2nd Avenue
San Mateo, CA 94401
Phone Number: 650-403-4300 Fax Number: _____

II Employees

Does the Contractor have any employees? ☒ Yes ___ No

Does the Contractor provide benefits to spouses of employees? ☒ 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)

- ☒ 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 17th day of September, 2002 at San Mateo, CA.
(City) (State)

Laurie Wishard
Signature
President
Title

Laurie Wishard
Name (Please Print)
94-1186-169
Contractor Tax Identification Number

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 8, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: Family Services Agency of San Mateo County, Inc.

DO THEY TRAVEL: yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$ 1,000,000
Motor Vehicle Liability:	\$ 1,000,000
Professional Liability:	\$ 1,000,000
Worker's Compensation:	\$ yes

APPROVE X

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/24/2003

PRODUCER Karen Troy

Talbot Insurance & Fin Services, I
402 Taylor Blvd #300
Sant Hill, CA 94523

925-609-6500 ... fax 925-609-6550

INSURED
Family Service Agency of San Mateo Co.
24 - 2nd Avenue
San Mateo CA 94401

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.

COMPANIES AFFORDING COVERAGE

COMPANY A Nonprofits' Insurance Alliance of CA

COMPANY B State Compensation Insurance Fund of CA

COMPANY C Hartford Fire Insurance Company

COMPANY D North American Elite Insurance Company

COVERAGES

THIS IS TO CERTIFY THAT 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. 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	200307671NPO	07/01/2003	07/01/2004	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	200307671NPO	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	200307671UMB	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	1719773	01/01/2003	01/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: INTEREST AS FUNDING SOURCE

THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS,

AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED PER ATTACHED CG2026 11/85 AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

COUNTY OF SAN MATEO

OFFICERS, AGENTS & EMPLOYEES

DEPARTMENT OF HEALTH

AND HUMAN SERVICES

225 37TH AVENUE

SAN MATEO, CA 94403 aTTN M ROBBLEE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ry H. Taylor

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

200307671NPO

01-JUL-2003 01-JUL-2004

Family Service Agency of San Mateo Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

COUNTY OF SAN MATEO

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you

RE: FUNDING SOURCE