



County of San Mateo  
License and Support Agreement Renewal  
Agreement Number 1054  
Revision 1.2  
03/30/04

# Contents

1.	General Information .....	1
1.1.	Definitions .....	1
1.2.	Milestone Summary.....	1
1.3.	Involved Parties.....	2
1.3.1.	County of San Mateo.....	2
1.3.2.	Decade Software Company, LLC .....	2
2.	Software.....	3
2.1.	Description .....	3
3.	License .....	4
4.	Effective Date and Term.....	5
5.	Prices and Taxes .....	6
6.	Support Services.....	7
7.	Items Not Covered by the License and Support Fee .....	9
8.	Client Responsibilities .....	10
9.	Early Termination by Decade .....	11
10.	Client Responsibilities Upon Termination .....	12
11.	Limitation of Decade's Liability .....	13
12.	Assignment by Decade .....	14
13.	General .....	15
14.	Acceptance of Agreement .....	16
14.1.	County of San Mateo Health Services Agency, Division of Environmental Health.....	16
14.2.	Decade Software Company, LLC. ....	16
Appendix A	Client Volume Levels and System Applications Used .....	17
	Client Volume Levels .....	17
	Applications Licensed for Use by this Agreement.....	18
Appendix B	Professional Services.....	21
Appendix C	Total Fees .....	23
Appendix D	Client Budget .....	24
Appendix E	Payment Schedule .....	25
Appendix F	Insurance .....	26
Appendix G	Compliance With Laws; Payment of Permits/Licenses.....	27
Appendix H	Non-Discrimination.....	27

# 1. General Information

## 1.1. Definitions

The following acronyms and words may be used in this document.

Agreement	The agreement set forth in this document.
Anniversary Date	The month and day of the effective date shall determine the anniversary date. For more information, see Section 4, Effective Date and Term later in this document.
Client	County of San Mateo Health Services Agency, Division of Environmental Health
Decade	Decade Software Company, LLC
DSC	Acronym for Decade Software Company, LLC.
LSA	Acronym for the License and Support Agreement.
SLA	Acronym for Site License Agreement. This is another name for the License and Support Agreement.
Software	The Software includes computer programs, in object form, and all related documentation and materials.
SRS	Acronym for <i>Software Requirements Specification</i> . The SRS document includes the complete software requirements for the system or a portion of the system.

## 1.2. Milestone Summary

<b>Milestone</b>	<b>Date</b>
Agreement Effective Date	06/01/04
Agreement Anniversary Date	06/01/04
Agreement Signed By Date	05/31/04
Agreement Term Begins	06/01/04
Agreement Term Ends	05/31/07

## 1.3. Involved Parties

This is an agreement between the County of San Mateo and Decade Software Company, LLC. The following involved parties will serve as contacts between the Client and Decade.

### 1.3.1. County of San Mateo

Client Contact Person for Contract and Billing Issues

Dean Peterson

Director, Division of Environmental Health

455 County Center, 4<sup>th</sup> Floor

Redwood City, CA 94063

Phone: (650) 363-4968

Fax: (650) 363-7882

E-mail: dpeterson@co.sanmateo.ca.us

Client Contact Person for Operational Issues

Lorraine Lew

Administrative Services Manager

455 County Center, 4<sup>th</sup> Floor

Redwood City, CA 94063

Phone: (650)363-4723

Fax: (650) 363-7882

E-mail: llew@co.sanmateo.ca.us

### 1.3.2. Decade Software Company, LLC

Decade Contact Person for Contract Issues

Maria Noll

Director of Marketing

Decade Software Company, LLC

4201 West Shaw Avenue, #102

Fresno, CA 93722

Phone: (559) 444-1800 Ext. 723

Fax: (559) 445-1652

E-mail: marianoll@decadesoftware.com

## **2. Software**

### **2.1. Description**

This Agreement is for the use and support of the Decade software product(s) identified in the Appendix A, Client Volume Levels and System Applications Used section.

The Software includes computer programs, in object form, and all related documentation, materials, and all modifications made hereafter, in whole or in part. The Software is owned and copyrighted by Decade Software Company, LLC. Client will have no rights other than the license use rights granted in this Agreement.

### 3. License

By this Agreement, Client is granted a non-transferable, non-exclusive license to use the Software only on Client's computer system and for Client's purposes on a system as described below. Client agrees to not allow access to the Software to any third party without written permission from Decade.

The Software as installed on Clients server with separate databases for production, test and training environments. This server will connect network clients using LAN connections. All hardware and network connections will be provided and maintained by the County of San Mateo Health Services Agency, Division of Environmental Health.

Client computer system and location(s) description:

Division of Environmental Health  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

Client may copy Software only for backup and archival purposes. Client agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Decade. Client agrees to include the Decade copyright notice on all copies, in whole or in part, in any form. Client agrees to receive prior written approval from Decade before copying any portion of the Software for any other purpose.

## 4. Effective Date and Term

This Agreement shall become effective 06/01/04. The month and day of the effective date shall determine the anniversary date (hereinafter "Anniversary Date").

Should the License and Support Agreement not be signed by 05/31/04, Decade may terminate the support services listed in section 6 until the License and Support Agreement is signed by the Client.

This Agreement shall have a term of three years.

Either party may terminate this Agreement at the end of the initial or any successive term by giving the other party at least 30 days prior written notice.

## 5. Prices and Taxes

Appendix A, Client Volume Levels and System Applications Used contains Client volumes used to calculate the license and support fee to be paid to Decade. Client warrants that the volumes are as accurate as can be estimated,

If Decade elects to increase prices for any successive term, Decade will notify Client in writing at least 60 days prior to the end of the then current term.

Appendix C, Total Fees contains Agreement term license fees, training, conversion fees, and other first year or one-time fees. These fees are due and payable within thirty (30) days of receipt of the invoice.

Section 7, Items Not Covered by the License and Support Fee, lists products and services that are not included in the support and license fee. Fees for Client's use of these items are due and payable within thirty (30) days of receipt of invoice.

Decade reserves the right to withhold services for non-payment of fees. Services withheld for non-payment include telephone support, software enhancements, etc.

Any tax, such as sales and use taxes, exclusive of property and income taxes, that Decade is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by Client to Decade, or Client shall pay directly to the taxing agency with proof of payment provided to Decade. This obligation extends retroactively if so assessed by a taxing agency.

If Client receives the Software on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the software is temporarily stored to effect transfer to Client's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property.

However, if the Software is received by Client over communication lines, via the Internet, a bulletin board service or through a direct connection between Client and Decade computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Software, are not.

In no event shall total payment pursuant to this contract exceed Four Hundred Forty-Three Thousand Six Hundred Sixty-Six Dollars (\$443,666.00).



## 6. Support Services

The following services are included in the license and support fees:

- 6.1. Telephone Support  
Decade provides telephone support via a toll free number for client's usability questions and/or problem resolution. Support is provided during Decade's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported 24-hours a day by e-mail, fax or telephone. Decade supports both the applications developed in-house and the database backend on which these applications run.
- 6.2. Web-based Support  
All clients have 24-hour access to our web resources. This includes all system documentation, Envision Upgrade Files, and weekly "Did You Know?" newsletter of system workflows tips. Web resources allow clients to search Decade's Knowledge Base of known issues and suggestions and instantly send issues to technical support staff via an online support form.
- 6.3. Software Maintenance  
Decade will provide software maintenance, which includes defect fixes, and any other required modifications to keep the Software in conformance with the specifications contained in the then current Decade reference manual. Decade will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Software. Decade will correct any error or malfunction in the Software that prevents it from operating in conformance with the specifications, or Decade will provide a commercially reasonable alternative that will conform to the specifications.
- If Client's system is inoperable due to a reproducible error or malfunction, and Client is using the current release of the Software, Decade will provide continuous effort to correct the error or malfunction.
- 6.4. Software Upgrades and Enhancements  
Decade will periodically make software upgrades and enhancements available to the Client. Decade will provide the necessary instructions and software tools so Client can make the upgrades and modifications.
- Client will maintain its system at the current release level of the Software. Decade will provide support services for Software for versions that are within two versions of the current release. 90 days after the release of a new version of the Software, Decade will not be obligated to maintain prior versions as described in 6.3.
- Decade will have the sole discretion to decide if new Software is a no charge upgrade or enhancement or a billable offering. Billable offerings are optional, and Client will not be required to purchase them to maintain the current release level.

- 6.5. User Group Meetings  
User group meetings occur on a monthly basis. These meetings allow users to share ideas, workflows, etc. Client may send representatives to any user group meeting conducted by Decade clients.
- 6.6. Refresher Training  
There will be no charge for refresher training conducted at Decade's office on mutually agreeable dates, if the material was covered and the attendee(s) was included in Client's initial training. Refresher training does not include training for new Software or Client staff that have not been trained before. These are fee based items.
- 6.7. List Server  
Decade's clients use a list server to share information. Envision workflows, environmental regulation workflows, user-customized reports, and general questions and answers are available.
- 6.8. Decade Exchange  
Decade Exchange is a web-based file exchange solution that provides a secure area where clients can share files. Clients have the freedom to upload/download useful reports, scripts, and other files at the time most convenient to them.  
  
Clients have a searchable archive of environmental regulation workflows, Envision workflows, user-customized reports, scripts, and general questions and answers that can be accessed through keyword searches. Users have the option of drilling down through categories or searching for files by using a search dialog box.
- 6.9. Client Relationship Management  
The Client Relationship Management (CRM) software application enables Decade to manage every aspect of our relationship with the client. Client information acquired from sales, marketing, client service, and support is captured and stored in a centralized database to improve client satisfaction.

## 7. Items Not Covered by the License and Support Fee

The following services will be provided on a fee basis. Appendix C, Total Fees contains prices for Agreement term license fees, services, and prices agreed upon as a condition of this Agreement. Services not specifically included in Appendix C will be estimated, or bid, at Client's request, and invoiced at Decade's then prevailing rates.

- 7.1. Support Initiated Outside Normal Working Hours  
Decade's normal working hours are 8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded. If Client requires or initiates service outside these hours, Client will pay for such support at Decade's prevailing rates.
- 7.2. Data Correction or Restoration  
Unless caused by Decade's negligence.
- 7.3. Data Conversion
- 7.4. Custom Programming
- 7.5. Software Implementation
- 7.6. Initial and New Staff Training

Client will reimburse Decade for out-of-pocket costs expended by Decade on Client's behalf, unless such costs are incurred as a result of Decade's negligence. These costs can include parts and supplies, media and reproduction costs, travel expense, and long distance telephone calls initiated from Decade to Client's computer.

## 8. Client Responsibilities

Client is responsible for the following:

- 8.1. Provide knowledgeable, competent operators with an understanding of Client's operations.
- 8.2. Schedule on-site or classroom training to properly prepare Client's staff for using the Software.
- 8.3. Backup files and programs daily, or whenever they change, and keep the backup in a secure place.
- 8.4. Notify Decade as soon as problems appear.

## 9. Early Termination by Decade

If Client abuses this Agreement because of incompetent or untrained operators, or violates any terms or conditions of this Agreement, Decade will notify Client in writing of its intent to terminate this Agreement for cause, with the cause(s) specifically identified. Client will have 30 days to correct the cause(s), and if the corrections are not made, Decade will have the right to terminate this Agreement.

## **10. Client Responsibilities Upon Termination**

Client will cease using the Software immediately upon termination. Within 30 days after termination, for any reason, Client will furnish Decade an affidavit certifying that the original and all copies, in whole or in part, of the Software have been returned to Decade or destroyed by Client.

Client will pay all amounts due Decade.

## 11. Limitation of Decade's Liability

Decade warrants that the media used to deliver the Software to Client is free from mechanical or recording defects, and if such defects are found, Decade will immediately replace the defective media.

Decade will not be liable for any damage resulting from loss of data (unless caused by Decade staff accessing Client's computers), profits, use of products, claims by third parties, or for any incidental or consequential damages. In no event will Decade's liability exceed the amount paid by Client for the product or service that caused the claim.

THIS SOFTWARE IS PROVIDED SUBJECT TO THE WARRANTIES AND REMEDIES JUST EXPRESSED, AND IN THE 6.3 SOFTWARE MAINTENANCE SECTION OF THIS AGREEMENT, IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BOTH OF WHICH ARE SPECIFICALLY EXCLUDED.

## **12. Assignment by Decade**

Decade will have the right to arrange, through contract or otherwise, with any person or organization, to provide product or services to satisfy Decade's obligations of this Agreement upon the written consent of the County.



## 13. General

Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.

Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.

This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Redwood City, California.

This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as approved by authorized signatories of both parties.

This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

The person signing this Agreement on behalf of Client warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of Client, and accept personal responsibility for damages if they are not so authorized.

## 14. Acceptance of Agreement

Your signature in this section signifies that you have read this agreement and agree to abide by the stipulations within this agreement.

### 14.1. County of San Mateo

\_\_\_\_\_  
Client Representative - Signature

\_\_\_\_\_  
Date Accepted

Mark Church

\_\_\_\_\_  
Client Representative - Printed Name

Title: President, Board of Supervisors

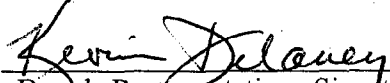
Agency or Division: County of San Mateo

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

### 14.2. Decade Software Company, LLC.

  
\_\_\_\_\_  
Decade Representative - Signature

4-15-04  
\_\_\_\_\_  
Date Agreed

Kevin Delaney

\_\_\_\_\_  
Decade Representative - Printed Name

Title: Member

Department: Administration

Phone: (559) 000-0000 Ext. 703

E-mail: kevindelaney@decadesoftware.com

# Appendix A Client Volume Levels and System Applications Used

## Client Volume Levels

Client: County of San Mateo Health Services Agency, Division of Environmental Health

Client Address: 455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

Inspectors and Program Areas	Numbers
Number of Employees/Inspectors tracked.	79 (includes extra help)
Number of Inspectors using Field Inspection Software.	12
Number of Inspectors using Envision Wireless.	0
Number of General Health Program Records.	32,221

One-time Transactions			
Items	Number of Records	Items	Number of Records
Complaints	17,673	Service Requests	4,350
Site Remediation	1,369	Water Wells	2,144
Water Systems	43		

## Applications Licensed for Use by this Agreement

The applications checked in this section are licensed by this agreement.

### Envision

Core System, and its Support Code tables, with primary applications consisting of:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Owner                  | <input checked="" type="checkbox"/> Event Tracking                |
| <input checked="" type="checkbox"/> Co-Owner               | <input checked="" type="checkbox"/> E-mail Integration            |
| <input checked="" type="checkbox"/> Facility               | <input checked="" type="checkbox"/> Self Audit                    |
| <input checked="" type="checkbox"/> General Health Program | <input checked="" type="checkbox"/> Travel Expense Logging        |
| <input checked="" type="checkbox"/> General Health Permit  | <input checked="" type="checkbox"/> Violation Logging             |
| <input checked="" type="checkbox"/> Daily Activity Logging | <input checked="" type="checkbox"/> Violation Enforcement Logging |
| <input checked="" type="checkbox"/> Complaint              | <input checked="" type="checkbox"/> Involved People               |
| <input checked="" type="checkbox"/> Service Request        | <input checked="" type="checkbox"/> Certified Professionals       |
| <input checked="" type="checkbox"/> Comments               |   |

Program Specific Applications, and its Support Code tables, with primary applications consisting of:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Hazardous Materials  | <input checked="" type="checkbox"/> Site Remediation                |
| <input checked="" type="checkbox"/> Hazardous Waste      | <input checked="" type="checkbox"/> Underground Storage Tanks       |
| <input checked="" type="checkbox"/> Onsite Septic        | <input checked="" type="checkbox"/> Underground Storage Tank Owners |
| <input checked="" type="checkbox"/> Public Water System  | <input checked="" type="checkbox"/> Water Wells                     |
| <input checked="" type="checkbox"/> Recyclable Materials |   |

Financials, and its Support Code tables, with primary applications consisting of:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Accounts Receivable  | <input checked="" type="checkbox"/> Scheduled Invoice Items |
| <input checked="" type="checkbox"/> Invoices             | <input checked="" type="checkbox"/> Batch Payment Posting   |
| <input checked="" type="checkbox"/> Invoice Line Items   | <input checked="" type="checkbox"/> Daily Balances          |
| <input checked="" type="checkbox"/> Transactions History | <input checked="" type="checkbox"/> Bar Code Payments       |

Administration, and its Support Code tables with primary applications consisting of:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Employee                   | <input checked="" type="checkbox"/> Employee Health and Accident Logging |
| <input checked="" type="checkbox"/> Employee Training Received | <input checked="" type="checkbox"/> Processing Errors                    |

## Envision Connect

Envision Connect software for the Mobile Inspector and its Support Code tables consisting of:

- Envision Connect software
- Event Scheduler (e.g. Household Hazardous Waste) and the future development and use of a Very Small Quantity Generator Collection Scheduler.

## Field Inspection System

Field Inspection System (FIS) software and its Support Code tables consisting of:

- Client is licensed to deploy a desktop, non-replicated, version of the Field Inspection System.
- Client is licensed to deploy a remote replicated version of the Field Inspection System in a test environment for the term of the current Field Inspection System Pilot Agreement. Incorporated herein by reference. Client is licenses to deploy the system in a production environment at the time Software is installed on remote units by Client and invoiced by Decade.

## Envision Wireless

Envision Wireless

- Envision Wireless Software
- Envision Wireless Application Server Software

## CUPASoft Interface

CUPASoft Interface consisting of the following forms:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Business Activities        | <input checked="" type="checkbox"/> Onsite Treatment Unit                |
| <input checked="" type="checkbox"/> Business Identification    | <input checked="" type="checkbox"/> Small Quantity Treatment             |
| <input checked="" type="checkbox"/> Chemical Description       | <input checked="" type="checkbox"/> Specified Waste Streams              |
| <input checked="" type="checkbox"/> UST Tank - Page 1          | <input checked="" type="checkbox"/> Conditionally Authorized             |
| <input checked="" type="checkbox"/> UST Tank - Page 2          | <input checked="" type="checkbox"/> Permit by Rule                       |
| <input checked="" type="checkbox"/> UST Installation           | <input checked="" type="checkbox"/> Conditionally Exempt                 |
| <input checked="" type="checkbox"/> Recycle Materials - Page 1 | <input checked="" type="checkbox"/> Certification of Financial Assurance |
| <input checked="" type="checkbox"/> Recycle Materials - Page 2 | <input checked="" type="checkbox"/> Remote Waste Consolidation           |
| <input checked="" type="checkbox"/> Onsite Treatment Facility  | <input checked="" type="checkbox"/> Hazard Waste Tank Closure            |

## Envision Press-Agent

Envision Press-Agent software consisting of:

- Inspection Results Web Publication
- Establishment Search
- View List of Regulated Activities
- View List of Inspections
- View Violations

## **UDF Editor**

User Defined Fields (UDF) tool set consisting of:

- UDF Export/Import Tool
- UDF Editor

## **Envision Extender**

Envision Extender software tool consisting of:

- External Database Lookup
- Data Maintenance Tool

## Appendix B Professional Services

Appendix B, Professional Services not applicable to this contract.

The items checked in this section are included in this agreement.

Decade will provide the following professional services:

- Custom Programming of Procedure/Functionality/Feature/Enhancement
- Custom Report  
A request for a custom report requires a description of the report content and use.
- Training  
A request for training requires an overview of what the client wants covered and the number of attendees, location, etc.
- SQL Script
- Special Query

It may be necessary, to assure the successful implementation of our professional services, to create additional documents that provide specific details describing the feature, enhancement, report development or other service being provided. The additional documents needed for the successful implementation of this service request are checked below.

- No additional documents needed.
- Software Requirements Specifications (SRS)
- Conversion Plan
- Custom Report Request (CRR)
- Training Agenda

The Client will be presented a document checked above by Decade, which is incorporated into this Agreement by reference herein. This document is a highly detailed specification based upon the Client Requirements Document. Both parties must sign the document. The Software Requirements Specifications (SRS) constitutes the complete, final, and exclusive expression of the parties' Professional Services, and it supersedes all proposals and other communication made between the parties' concerning the Professional Services. The SRS cannot be modified except by written Agreement.

The following description represents a high-level and mutual understanding of the custom programming projects.

Decade will develop enhancements to the existing HHW Online Appointment Scheduler including:

- Mandatory HHW survey fields will be added to the system and will be completed by the user prior to completing the contact information and selecting an appointment
- A calendar will be developed to replace the existing drop down list to make selection of an appointment month and date.
- A function will be added to automatically update the database when a hard copy confirmation is printed.
- The interface will be modified to create a user-friendly means for making multiple appointments, such that the user does not need to reenter survey and contact information.
- Fields will be added to capture the amount and types of wastes for each event.

The above features shall be available in both the public and administrative modes.

Decade will develop and implement an online Very Small Quantity Generator Appointment Scheduler (VSQG).

The new Very Small Quantity Generator Appointment Scheduler will have all of the functionality of the enhanced HHW Appointment Scheduler, including a Public and an Administrative mode. This project will also include:

- A means for the public to enter the quantity and types of wastes, which will then calculate the charges based on an established and configurable fee schedule.
- Design a means for storing contact information to be recalled for repeat appointments. Many of the people who make appointments for the Very Small Quantity Generator Scheduler will be repeat users.

Professional Services costs and payment schedules are outlined in Appendix C and D respectively. Enhancements will be scheduled by Decade for completion in County's 2004-2005 Fiscal Year

Decade and client agree to communicate plans and issues using the following documents:

Issues Log

As issues arise during implementation, either Decade or the Client can add issues to the Issue Log. Client agrees, within 30 days of Decade's issue resolution notification, to test, validate, and convey validation to Decade. Decade considers issues resolved when validation is not received within 30 days.

Decade will support and maintain software enhancements.

Decade will present the Client with a *Notice of Acceptance* upon completion of the software implementation. Client will then have 30 days to return a signed copy of the *Notice of Acceptance* back to Decade. If Client fails to return a *Notice of Acceptance* within 30 days, and unless Client requests a 30 day extension prior to the end of the first 30 days, then acceptance by Client shall be deemed to have occurred.



## Appendix C Total Fees

The following table presents the fees Decade will generate invoices for to cover the Software and Professional Services included in this Agreement. The fees will be billed based on the Payment Schedule found in Appendix E.

### Decade Fee Schedule

Fee Item	Year 1 Fees	Year 2 Estimated Fees	Year 3 Estimated Fees
<input checked="" type="checkbox"/> Envisions License and Support	\$86,254.86	\$86,254.86	\$ 86,254.86
<input checked="" type="checkbox"/> Envision Press Agent License and Support	\$12,500.04	\$12,500.04	\$12,500.04
<input checked="" type="checkbox"/> Envision Connect HHW Event Scheduler License and Support	\$1,764.00	\$ 1,764.00	\$1,764.00
<input checked="" type="checkbox"/> Field Inspection System License and Support for 12 seats	\$14,000.00	\$14,000.00	\$14,000.00
<input checked="" type="checkbox"/> Professional Services Decade will provide professional services for Client in accordance with Appendix B, Professional Services section to develop Enhancements for the HHW Event Scheduler.	\$9,000.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> Professional Services Decade will provide professional services for Client in accordance with Appendix B, Professional Services section to develop a VSQG Event Scheduler.	\$36,000.00	\$0.00	\$0.00
<input type="checkbox"/> Web-based Training \$100 per hour Web-based training on the Internet. Web-based training shall not exceed 3 hours per session.	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> Sybase SQL Anywhere	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> Crystal Reports	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> Consultation and Custom Programming \$120 per hour	\$ 0.00	\$ 0.00	\$0.00
<input type="checkbox"/> After Hours Support Rate \$180 per hour	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> Taxes	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$159,518.90</b>	<b>\$114,518.90</b>	<b>\$114,518.90</b>

## Appendix D Client Budget

The dollar amounts below have been allocated by Client to cover all possible fees that Decade may assess under this Agreement. Although Client has allocated the amounts for Decade, they will not necessarily be invoiced by Decade. Decade shall only invoice for such fees upon installation by Client or approval by Client's Director of Environmental Health.

<b>FY 2003-04</b>	<b>Monthly License Fee Breakdown</b>	
	Envision License and Support	\$ 7,187.91
	Envision Press Agent License and Support	\$ 1,041.67
	Envision Connect HHW Event Scheduler License and Support	\$ 147.00
	<b>Total for recurring monthly charges</b>	<b>\$ 8,376.58</b>
<b>FY 2004-05</b>	Envision License and Support	\$ 86,255.00
	Envision Press Agent License and Support	\$ 12,500.00
	Envision Connect HHW Event Scheduler License and Support	\$ 1,764.00
	Contingency for License and Support increases*	\$ 5,025.95
	Field Inspection System License and Support- 12 users	\$ 14,000.00
	Enhancements to HHW Event Scheduler	\$ 9,000.00
	Development and Implementation of VSQG Appointment Scheduler	\$ 36,000.00
	Miscellaneous training/reports/support	\$ 5,000.00
	<b>Total for year</b>	<b>\$169,544.95</b>
<b>FY 2005-06</b>	Envision License and Support	\$ 86,255.00
	Envision Press Agent License and Support	\$ 12,500.00
	Envision Connect HHW Event Scheduler License and Support	\$ 1,764.00
	Field Inspection System License and Support- 14 users	\$ 15,500.00
	Envision Connect VSQG Event Scheduler License and Support	\$ 1,764.00
	Contingency for License and Support increases*	\$ 11,259.00
	Miscellaneous training/reports/support	\$ 6,000.00
	<b>Total for year</b>	<b>\$135,042.00</b>
<b>FY 2006-2007</b>	Envision License and Support	\$ 79,067.08
	Envision Press Agent License and Support	\$ 11,458.33
	Envision Connect HHW Event Scheduler License and Support	\$ 1,617.00
	Field Inspection System License and Support- 14 users	\$ 14,208.33
	Envision Connect VSQG Event Scheduler License and Support	\$ 1,617.00
	Contingency for License and Support increases*	\$ 16,235.00
	Miscellaneous training/reports/support	\$ 6,500.00
	<b>Total for year</b>	<b>\$130,702.75</b>
<b>Contract Total:</b>		<b>\$443,666.28</b>

\*Licensing and support fee increases are subject to prior approval by Client's Director of Environmental Health and are not to exceed 5% each year.

# Appendix E Payment Schedule

<b>License and Support Fees for Envision</b>	
License and Support Fees will be invoiced monthly by Decade.	

<b>License and Support Fees for Envision Press Agent</b>	
License and Support Fees will be invoiced monthly by Decade.	

<b>License and Support Fees for Envision Connect HHW Event Scheduler</b>	
License and Support Fees will be invoiced monthly by Decade.	

<b>License and Support Fees for Field Inspection System</b>	
License and Support Fees will be invoiced monthly by Decade.	

<b>Professional Services – Enhancements to HHW Event Scheduler</b>		
50	Percent	Upon loading data to the website in a test environment
25	Percent	Upon verification by Environmental Health that the features listed above are in place and functioning to their satisfaction:
25	Percent	Upon first productive use of the system in a live environment, including all of the functionality described in the SRS

<b>Professional Services – Enhancements to VSQG Event Scheduler</b>		
50	Percent	Upon loading data to the website in a test environment
25	Percent	Upon verification by Environmental Health that the features listed above are in place and functioning to their satisfaction:
25	Percent	Upon first productive use of the system in a live environment, including all of the functionality described in the SRS

<b>Onsite Training</b>		
<b>Payment Amount/ Percentage</b>	<b>Milestone</b>	
100 Percent	At completion of each training event	

<b>Web Based Training</b>		
<b>Payment Amount/ Percentage</b>	<b>Milestone</b>	
100 Percent	At completion of each training event	

## APPENDIX F - 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 contractors 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.

## **APPENDIX G – 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 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.

## **APPENDIX H – NON-DISCRIMINATION**

- A. *Section 504 applies only to Contractor 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 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 their response to the Complaint when filed.

*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.

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.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Decade Software Co., LLC
Contact Person: Kevin Delaney
Address: 4201 W. Shaw Ave #102
Fresno, CA 93722
Phone Number: 559 271 2890 x705
Fax Number: 559 271-2892

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.

Kevin Delaney
Signature

Kevin Delaney
Name (Please Print)

Member
Title

4-15-2004
Date

- SAN MATEO COUNTY  
MEMORANDUM

DATE: 4/14/04  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: Mary Tappan (Name) FAX \_\_\_\_\_ PONY \_\_\_\_\_  
SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME:  
Decade Software Co.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1m/2m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$2m</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$2m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 4/14/04  
Risk Management Signature Date



PRODUCER  
Kelly-Naney Insurance  
445 West Dakota  
Fresno, CA 93705

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 Decade Software Co. LLC  
4201 W. Shaw Suite 102  
Fresno, CA 93722

INSURER A: HARTFORD CASUALTY INSURANCE COMPANY  
INSURER B:  
INSURER C:  
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	72SBAAB7445	02/10/2004	02/10/2005	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	72SBAAB7445	02/10/2004	02/10/2005	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
						\$
A	EXCESS LIABILITY	72SBAAB7445	02/10/2004	02/10/2005	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
The County, its Board of Supervisors, officers, agents, and employees are named as Additional Insureds

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: A  
  
San Mateo County Environmental Health  
Attn: Ms. Lorriane Lew-White  
455 County Center, 4th Floor  
Redwood City, CA 94063-1646  
  
10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT.

CANCELLATION  
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.  
AUTHORIZED REPRESENTATIVE  
*Steve Kelly*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2004

PRODUCER (559) 432-0222  
DiBuduo & DeFendis Insurance Brokers, LLC  
License #0E02096  
P.O. Box 5479  
Fresno, CA 93755-5479

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.

INSURED Decade Software Company, LLC  
4201 W. Shaw, #102  
Fresno, CA 93722

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Companies	
INSURER B:	
INSURER C:	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>OTHER</b> Professional Liability	PHSD061288	8/1/2003	8/1/2004	\$2,000,000 Per Claim	1,000,000 Aggregat.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

San Mateo County Environmental health  
Attn: Ms. Lorraine Lew-White  
455 County Center, 4th Floor  
Redwood City, CA 94063-1646

## CANCELLATION

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.

AUTHORIZED REPRESENTATIVE

## 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.