

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
CHILD CARE COORDINATING COUNCIL**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and Child Care Coordinating Council, 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 performing professional services hereinafter described for the Health Services Agency, Public Health Division.

**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 H—HIPAA Business Associate requirements

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 contract exceed ONE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED SIXTY EIGHT DOLLARS (\$139,468).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June, 30, 2005.

This Agreement may be terminated by Contractor, the Health Services Agency Director 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 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) 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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, 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 contract.

- 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 Contractors 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- 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 Health Services Agency  
Attention: Mary Hansell  
225 37<sup>th</sup> Avenue  
San Mateo, California 94403

**In the case of Contractor, to:**

Child Care Coordinating Council  
Attention: Janette F. Stokley  
2121 South El Camino Real, Ste A-100  
San Mateo, California 94403

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

CHILD CARE COORDINATING COUNCIL

*Juanita E. Stouffer*  
\_\_\_\_\_  
Contractor's Signature

Date: 7/27/04

Long Form Agreement/Business Associate

## Exhibit "A"

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

### 1. Community Workers

- a. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall hire two (2) community workers, who shall be assigned to the Prenatal to Three Initiative Project. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour work week.
- b. The community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. Each community worker shall have his/her own voice mailbox and email address.
- c. Staff supervision of the community workers shall be the responsibility of Contractor. Contractor shall assure that community worker meets minimum productivity requirements in terms of program duties and workload with input from the County.
- d. Contractor shall provide the community workers with an extensive orientation to the Child Coordinating Council to help them become familiar with policies, procedures, and forms used by staff members.
- e. The community workers shall be fully functioning members of the Contractor's staff.
- f. The County shall be responsible for the assignment of families, caseload, case management, and training pertaining to the daily job functions of the community workers.
- g. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County.



- i. Contractor shall provide monthly reports to County, including a brief narrative describing the community workers' activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

## 2. Child Care Services

- a. Contractor shall provide approximately two thousand and seventy-three (2,073) hours of childcare for Prenatal to Three Initiative clients. Clients in Pre-3 parenting classes and groups shall be the first priority. Childcare requests shall be approved by County and processed by Contractor. Given funding availability, second priority shall be given to Pre-3 clients for emergency childcare.
- b. Contractor shall ensure all providers who are caring for Pre-3 participants show proof of valid Social Security Numbers, be screened through the "TRUSTLINE" process, and be offered four (4) sessions of home-based child care training.
- c. Contractor shall provide families with child care referrals that meet their specific needs and ensure full parental choice.
- d. Contractor shall ensure that providers rendering child care services are paid in an accurate and timely manner.
- e. Contractor shall provide monthly reports to County, including a brief narrative describing child care assistance given as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

Exhibit "B"

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

1. Total funding for community worker services shall not exceed ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$119,568) for the agreement term. For these services, Contractor shall be paid NINE THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS (\$9,964.00) at the end of each month beginning July 31, 2004
2. Total funding for childcare services shall not exceed NINETEEN THOUSAND NINE HUNDRED DOLLARS (\$19,900) for the agreement term. Contractor shall be paid at the end of each month beginning July 31, 2004, as specified below:
  - a. SEVEN DOLLARS (\$7.00) per hour of childcare up to a maximum of SIXTEEN THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS (\$16,895) for the agreement term.
  - b. THREE THOUSAND FIVE DOLLARS (\$3,005) for administration of childcare program for the agreement term
3. Contractor shall submit all invoices utilizing invoice form provided by County. Upon approval of invoice, Contractor shall be paid.
4. In any event, the total amount of this Agreement shall not exceed ONE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED SIXTY EIGHT DOLLARS (\$139,468) for the agreement term. County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.

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.

Janette E Stokley

Name of 504 Person - Type or Print

Child Care Coordinating Council 2121 S El Camino Real

Name of Contractor(s) - Type or Print

Street Address or PO Box

San Mateo

Ca

94402

City

State

Zip Code

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

6/25/04

Date

Janette E Stokley

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: Child Care Coordinating Council  
Contact Person: Janette E. Stokley  
Address: 2121 S. El Camino Real A-100  
San Mateo CA 94403  
Phone Number: 650 655-6770  
Fax Number: 650 286-1176

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.

Janette E. Stokley  
Signature  
Executive Director  
Title

Janette E. Stokley  
Name (Please Print)  
7/8/04  
Date

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION  
MEMORANDUM

DATE: 1 June 2004

TO: Priscilla Morse, Risk Management, San Mateo County  
PONY# EPS163 Fax: 363-4864

FROM: Heather Cross, Contract Administrator, Public Health Division  
PONY # PBH319A Fax: 573-2397

SUBJECT: Contract Insurance Approval

CONTRACTOR: Child Care Coordinating Council

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

PERCENT OF THE TIME: -0-

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC) :

Contractor will provide two community workers to County that will case manage Pre-to-Three clients and conduct parenting classes and parent support groups. Contractor will provide child care for Pre-to-Three clients.

COVERAGE:

Comprehensive General Liability:  
Motor Vehicle Liability:  
Professional Liability:  
Worker's Compensation:

\$ 1m  
\$         
\$ 1m  
\$ statutory

APPROVE

*X*

WAIVE

\_\_\_\_\_

MODIFY

\_\_\_\_\_

REMARKS/COMMENTS:

Priscilla Morse  
SIGNATURE

**STATE**  
COMPENSATION  
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**FUND** CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-12-2004

GROUP:  
POLICY NUMBER: 1668275-2004  
CERTIFICATE ID: 17  
CERTIFICATE EXPIRES: 07-01-2005  
07-01-2004/07-01-2005

SAN MATEO COUNTY  
HEALTH SERVICES AGENCY  
225 37TH AVENUE, SUITE 125  
SAN MATEO CA 94403

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

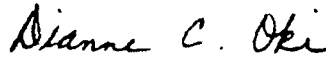
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-27-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY  
2121 S EL CAMINO REAL STE A100  
SAN MATEO CA 94403

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID H4  
CHILD-7

DATE (MM/DD/YYYY)  
07/21/04

**PRODUCER**  
McDermott-Costa Co., Inc.  
Lic # 0167057  
276 Dolores Ave  
San Leandro CA 94577  
Phone: 510-351-7460 Fax: 510-357-3230

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**  
  
Child Care Coordinating  
Council of San Mateo County  
2121 S. El Camino Real #A-100  
San Mateo CA 94403-1819

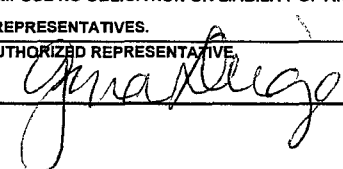
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## 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			
A		<b>GENERAL LIABILITY</b>	PHPK083800	07/01/04	07/01/05	EACH OCCURRENCE \$ 1,000,000			
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000			
A		<b>AUTOMOBILE LIABILITY</b>	PHPK083800	07/01/04	07/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
		<input 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
		<b>GARAGE LIABILITY</b>							AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> ANY AUTO							
		<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	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
		<b>OTHER</b>							

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

CERTIFICATE HOLDER	CANCELLATION
COUNSMM  County of San Mateo Attn: Heather Cross 225 37th Avenue, Suite 125 San Mateo CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED--CONTROLLING INTEREST**

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

**San Mateo County  
Health Services Agency**

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

- 1. WHO IS AN INSURED (SECTION II) is amended include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises
- 2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.