

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY**

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LEGAL AID SOCIETY, 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 Senior Legal Assistance, Clients' Rights Advocate, Kids in Crisis and Family Caregiver Support:

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 contract exceed ONE HUNDRED SEVENTY THOUSAND FORTY-EIGHT DOLLARS (\$170,048).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Health Department 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 forth, 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) 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 contract (this paragraph needed only if services provided to members of the public).
- 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.

- 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 and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

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:

Jacqueline Toliver
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Stacey Hawver, Executive Director
Legal Aid Society
521 East 5th Avenue
San Mateo, CA 94402

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

COUNTY OF SAN MATEO


By: _____
Richard Gordon, President, Board of
Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

LEGAL AID SOCIETY



Contractor's Signature

Date: 6/15/05

Long Form Agreement/Non Business Associate

SCHEDULE A

LEGAL AID SOCIETY

FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Clients' Rights Advocate Program, the Family Caregiver Support Program for Legal Assistance, a Kids in Crisis Program, and a Senior Legal Assistance Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual.

I. CLIENTS' RIGHTS ADVOCATE PROGRAM

1. Units of Service

Contractor agrees to provide 300 unduplicated adults with disabilities, ages 18-60, a minimum of 900 units of clients' rights advocacy services and 30 units of community education.

2. Unit Definitions

Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to persons with disabilities or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the State Bar.

Unit of Service: One hour

Workshops and Group Trainings (Community Education): To educate groups of adults with disabilities, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for adults with disabilities.

Unit of Service: One hour

3. Program Requirements

Contractor agrees to:

- a. Provide a staff attorney who will devote one-half time to providing legal representation, assistance, and advocacy to persons with disabilities, and
- b. Provide clients' rights advocacy services by the staff attorney; services to include, but not be limited to:

Resource, referral, and phone advocacy services;
Direct legal representation, intervention, and advocacy services; and

Legal Aid Society – Schedule A

Workshops and group trainings (community education).

II. FAMILY CAREGIVER SUPPORT PROGRAM (LEGAL ASSISTANCE)

1. Units of Service

Contractor agrees to provide at least 60 unduplicated clients (informal family caregivers) a minimum of 372 units of legal assistance.

2. Unit Definitions

Legal Assistance (Supplemental Services): To provide legal information, advice, counseling, administrative representation, and judicial representation to an older adult or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the California State Bar.

Unit of Service: One hour

3. Program Requirements

Contractor agrees to:

- a. Provide this service in accordance with the guidelines set forth in the Aging and Adult Services Request for Proposals, the Title IIIIE Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.

III. KIDS IN CRISIS PROGRAM

1. Units of Service

Contractor agrees to provide 120 unduplicated clients (children with disabilities and their families) a minimum of 840 units of clients' rights advocacy services, and 30 units of community education.

2. Unit Definitions

Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to children with disabilities and their families or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the State Bar.

Unit of Service: One hour

Workshops and Group Trainings (Community Education): To educate groups of children with disabilities, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for children with disabilities.

Unit of Service: One hour

3. Program Requirements

Legal Aid Society – Schedule A

Contractor agrees to:

- a. Provide a staff attorney who will provide legal representation, assistance, and advocacy to children with disabilities and their families.
- b. Provide kids in crisis program services by the staff attorney; services to include, but not be limited to:

Resource, referral, and phone advocacy services;
Direct legal representation, intervention, and advocacy services; and
Workshops and group trainings (community education).

IV. SENIOR LEGAL ASSISTANCE PROGRAM

1. Units of Service

Contractor agrees to provide at least 720 unduplicated senior clients with a minimum of 6,750 units of legal assistance.

2. Unit Definitions

Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to an older adult or to a group of older adults by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the State Bar.

Unit of Service: One hour

3. Program Requirements

Contractor agrees to provide legal assistance in accordance with the Area Agency on Aging program standards and California Department of Aging regulations.

SCHEDULE B

LEGAL AID SOCIETY

FY 2005-2006 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Clients' Rights Advocate Program, the Family Caregiver Support Program for Legal Assistance, a Kids in Crisis Program, and a Senior Legal Assistance Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. CLIENTS' RIGHTS ADVOCATE

Aging and Adult Services will pay the contractor in consideration of services rendered through County General funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for the Clients' Rights Advocate Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

II. FAMILY CAREGIVER SUPPORT PROGRAM (LEGAL ASSISTANCE)

Aging and Adult Services will pay the contractor in consideration of services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for the Family Caregiver Support Program for Legal Assistance during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

III. KIDS IN CRISIS PROGRAM

Aging and Adult Services will pay the contractor in consideration of services rendered through County General funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for the Kids in Crisis Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000).

IV. SENIOR LEGAL ASSISTANCE PROGRAM

Legal Aid Society – Schedule B

Aging and Adult Services will pay the contractor in consideration of services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for the Senior Legal Assistance Program during the contract term July 1, 2005 through June 30, 2006 is EIGHTY-EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$88,450).

Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to:

- a. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month. (Invoices submitted more than two months past the month of service may not be reimbursed. Statistical reports submitted more than one month past the month of service may result in withholding of payments until reports are brought current.);
- b. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and
- c. Submit a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and the Legal Aid Society is \$108,450 in OAA funds and \$61,598 in County General Funds for general program support for a total amount of ONE HUNDRED SEVENTY THOUSAND FORTY-EIGHT DOLLARS (\$170,048) for the contract term July 1, 2005 through June 30, 2006.

(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.

M. Stacey Hawver

Name of 504 Person - Type or Print

Legal Aid Society of San Mateo County

Name of Contractor(s) - Type or Print

521 E. 5th Ave.

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.

6/15/08

Date

M. Stacey Hawver Executive Director

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: Legal Aid Society of San Mateo County
Contact Person: M. Stacey Hawver
Address: 521 E. 5th Ave. San Mateo, CA 94402
Phone Number: (650) 538-0915
Fax Number: (650) 538-0673

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

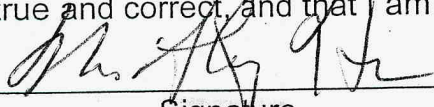
If the answer to one or both of the above is no, please skip to Section IV.

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.


Signature

M. Stacey Hawver
Name (Please Print)

Executive Director
Title

6/15/05
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FK
LEGAL-1

DATE (MM/DD/YYYY)
09/08/04

PRODUCER
MacCorkle Insurance Service
CA License #0606920
1650 Borel Place, Suite 100
San Mateo CA 94402
Phone: 650-349-2364 Fax: 650-349-4631

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

Legal Aid Society of San Mateo
M. Stacey Hawver
521 East 5th Avenue
San Mateo CA 94402

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: North American Elite Insur. 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	200411984	09/01/04	09/01/05	EACH OCCURRENCE	\$ 1000000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
					MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 2000000
					Emp Ben.	Included
A	AUTOMOBILE LIABILITY <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	200411984	09/01/04	09/01/05	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Aging and Adult Services, the Board of Supervisors of the County of San Mateo, the County and their agents, employees and officers are named as additional insureds as respect per attached form CG2026 1185.

CERTIFICATE HOLDER

 County of San Mateo
 Department of Health Svc
 Aging & Adult Services
 225 W. 37th Avenue
 San Mateo CA 94403

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
Tony Dr

POLICY NUMBER: 200411984

COMMERCIAL GENERAL LIABILITY

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:

Aging and Adult Services, the Board of Supervisors of the County of San Mateo, the County and their agents, employees and officers.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

CERTIFICATE OF INSURANCE

ISSUE DATE:

June 20, 2005

PRODUCER:

**NLADA Service Corporation
1140 Connecticut Ave. NW, 9th Floor
Washington, DC 20006**

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:

**Legal Aid Society of San Mateo County
521 East 5th Avenue
San Mateo, CA 94402
FAX: (650) 558-0673
Attn: Liliya Mukha**

COMPANY AFFORDING COVERAGE:

Columbia Casualty Company

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITION OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
LAWYERS PROFESSIONAL LIABILITY	190908152	12:01 AM June 1, 2005	12:01 AM June 1, 2006	\$1,000,000 each claim and \$1,000,000 in the aggregate

SPECIAL ITEMS

The County of San Mateo Department, Department of Health Service, Aging and Adult Services the Board of Supervisors of the County of San Mateo, the County and their agents, employees and officers is additional insured on the above policy.

CERTIFICATE HOLDER:

**County of San Mateo
Department of Health Service
225 W 37th Avenue
San Mateo, CA 94403**

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE:

Kerry Howard

From: Leanne Prusso At: JSW Insurance FaxID: To: Susan

06/15/2005 13:03 FAX 415 541 7185 ACCORDIA OF CA 003/005

Jun-09-2005 11:51am From-

T-082 P.003/005 F-818

ACORD INSURANCE BINDER

DATE: 08/08/2005

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER: American All Risk Insurance Services
P.O. Box 891235
San Francisco, CA 94188

PHONE: (888) 496-8949
FAX: (415) 782-3915

COMPANY: National Liability and Fire Insurance Company

BINDER #: 000 109 281

DATE: 08/08/2008 12:01 PM

EXPIRES: 08/08/2005

DESCRIPTION OF OPERATION(S) OR CLASS OF PROPERTY (including location):
Attorneys - All Employees (N.P.D.)

LEGAL AID SOCIETY OF SAN MATEO COUNTY
521 EAST 6TH AVENUE
SAN MATEO, CA 94402

COVERAGES	COVERAGE FORMS	LIMITS	
		DESIGNABLE	AMOUNT
PROPERTY <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC			
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL-GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (any occurrence) \$ PERSONAL & ADJ BILLY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/PROP AGG \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (P) (M) \$ BODILY INJURY (P) (N) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$	
AUTOMOBILE LIABILITY <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		ACTUAL CASH VALUE STATED AMOUNT \$ OTHER \$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLL	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	AUTO ONLY - EACH ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ NO STATUTORY LIMITS	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		ALL EACH ACCIDENT \$ 1,000,000 ALL DISEASE - EA EMPLOYEE \$ 1,000,000 ALL DISEASE - POLICY LIMIT \$ 1,000,000	
OTHER LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE	FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY			
SPECIAL CONDITIONS AND OTHER COVERAGES			

NAME & ADDRESS

MORTGAGE LOAN PAYEE

ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 75 (2001/01)

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE

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