

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
California Service Bureau**

THIS AGREEMENT, entered into this 6th day of December, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and California Service Bureau, 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 collection services for selected accounts.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$125,000 per year, a total of \$375,000 for the entire three-year term of the contract, and a total of \$625,000 for the entire five year term of the contract, if fourth and fifth year options are exercised.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 6, 2005 through December 5, 2008, with the right of the County in its sole discretion to extend the contract with the same terms and conditions herein through December 5, 2010. Any election by the County to exercise its option to extend this Agreement to December 5, 2010 (or some shorter period thereof) shall only be effective if set forth in writing and executed by Mary Welch, Director of Employee & Public Services or his/her designee.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction, to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by 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.

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 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.

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, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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
Revenue Services Division
455 County Center, 1st Floor
Redwood City, CA 94063
Attn: Girdie Bernard

In the case of Contractor, to:

California Service Bureau
1602 Grant Ave, 2nd Floor
Novato, CA 94945
Attn: Steven Hodgdon

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

COUNTY OF SAN MATEO

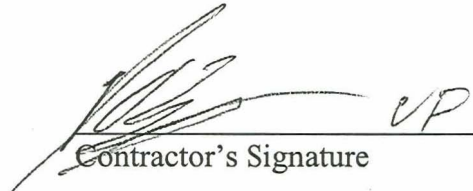
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

California Service Bureau

 _____
Contractor's Signature

Date: 11/16/05

Exhibit "A"

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

I. Detailed description of services to be performed by Contractor:

Contractor will provide secondary collection services for the County on accounts identified by the County. Accounts to be assigned may include medical accounts generated by San Mateo County Medical Center, and other miscellaneous County receivables on which collection effort has already been made.

Specific service requirements include:

1. Forwarding accounts to associates in other cities and states.
2. Reporting automatically of accounts to major credit reporting agencies on electronic media.
3. Receiving and sending all account information via electronic media.
4. Submitting to the County, via electronic media, annually lists of accounts the agency considers to be uncollectible for write-off.
5. Returning to the County debtor accounts as identified by the County that are beyond the statute of limitations.
6. Remitting funds within 10 days of month end and providing a statement showing amounts due under the terms of the contract and the status and principal balance of the account on which payment is being made.
7. Reporting payments to Revenue Services must be via electronic media.
8. Providing the County unrestricted on-line inquiry to the debtor records of referred accounts, for audit purposes.
9. Provide the County with access, which will allow Revenue Services to post direct payments and adjustments.

II. Terms and Conditions Under Which the Services Will be Provided:

The services provided will be done within the following terms and conditions:

1. The County may examine the Contractor's records, books and other data at least once a year. Records must be maintained for at least three years.
2. An inventory of accounts via electronic media must be made available as requested by the County, showing the status of each account assigned by the County.
3. No commission may be claimed for any account paid through an escrow for the release of a lien granted by the debtor or his/her responsible relative, unless Contractor has filed civil suit, obtained a judgment and recorded an abstract of judgment prior to the escrow holder's request for a demand from the County.
4. Accounts deemed uncollectible will be reassigned to the County. Such reports will contain a brief statement as to why such items are uncollectible. Such accounts shall have no commission paid.
5. Contractor must agree to accept for collection all bills, claims and accounts assigned to it.
6. The County reserves the right to recall any/all accounts on which no payment has been made or no suit has been filed.
7. Direct payments made to County or to Revenue Services on accounts assigned to Contractor shall be reported to Contractor and established commission rates will be paid.
8. Legal action may be brought against assigned accounts with prior County approval. No compensation shall be paid for the services of an attorney, or for any related fees or costs of suit.
9. Collection efforts shall cease when, in the County's opinion, enforcement of a claim would result in undue hardship to the debtor or potential discredit to the County. If the County cancels an assignment claim in its entirety, Contractor will not be entitled to any fees.

Exhibit "B"

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

Commission Rates:

Contractor will retain as commission on all accounts collected the following amounts:

1. For all collections made on regular accounts (non-legal) regardless of the age of the account, Contractor will retain seventeen and a half-percent (17.5%) of the amount collected. No commission will be paid for Medi-Cal accounts and Medicare accounts.
2. For all collections made on legal accounts regardless of the age of the account, Contractor will retain twenty-four and half-percent (24.5%) of the amount collected. No commission will be paid for Medi-Cal accounts or Medicare accounts.
3. The commission identified in parts 1 through 2 of this Exhibit B constitutes full and complete payment by the County for collection efforts by the Contractor.
4. Contractor will retain commission earned each month when funds are remitted to the County.

ATTACHMENT

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 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.

ROGER O. YOUNG
Name of 504 Person - Type or Print

CALIFORNIA SERVICE BUREAU INC. ~~THARLES~~
Name of Contractor(s) - Type or Print

1602 GRANT AV.
Street Address or P.O. Box

NOVATO CA 94945
City, State, Zip Code

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

[Signature]
Signature

V.P.
Title of Authorized Official

11/16/05
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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: CALIFORNIA SERVICE BUREAU
Contact Person: ROYER YOUNG
Address: 1602 GRANT AV. 2ND FLOOR.
NOVATO CA 94945
Phone Number: 415-878-2200 Fax Number: 415-892-7593

II Employees

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

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

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 21 day of SEP, 2005 at NOVATO, CA
(City) (State)

[Signature]
Signature
V.P.
Title

ROYER O. YOUNG
Name (Please Print)
68-0091490
Contractor Tax Identification Number

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
09-02-2005

PRODUCER
 OFFICE OF NO CALIF/SANTA ROSA-PHS
 10304 P: (888)474-5987 F: (877)905-0457
 P.O. BOX 33015
 SAN ANTONIO TX 78265

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
 CALIFORNIA SERVICE BUREAU OF SANTA ROSA, INC. & CALIFORNIA SERVICE BUREAU
 1602 GRANT AVE.
 NOVATO CA 94945

INSURER A: Hartford Casualty 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.

SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab	57 SBA NL5302	10/01/05	10/01/06	EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$300,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$Excluded
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
2	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	57 SBA NL5302	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
3	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
4	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
5	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
6	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER
 County of San Mateo
 Revenue Services
 55 Court Ctr 1st Flr
 Redwood City, CA 94063-1663

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 (10 DAYS FOR NON-PAYMENT) 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
Paul S. Galvan

ST PAUL TRAVELERS 1ST CHOICESM FOR CREDIT
AND COLLECTION PROFESSIONALS



Coverage is provided by:
St. Paul Fire and Marine Insurance Company
St. Paul, Minnesota 55102
(a Capital Stock Company)

ERRORS & OMISSIONS LIABILITY INSURANCE

Offered through
ACA, INTERNATIONAL
a Risk Purchasing Group

THIS IS A CLAIMS MADE POLICY. A CLAIMS MADE POLICY, SUBJECT TO ALL OF ITS TERMS, CONDITIONS AND LIMITATIONS, APPLIES ONLY TO ANY "CLAIMS" MADE DURING THE "POLICY PERIOD." "DEFENSE EXPENSES" ARE INCLUDED WITHIN THE POLICY'S LIMIT OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE. PAYMENT OF "DEFENSE EXPENSES" REDUCES THE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

Policy Number: 506JB7477

Previous Policy Number:

DECLARATIONS

Item 1. Insured Organization: (Name and Address)
CALIFORNIA SERVICE BUREAU OF MARIN
1602 GRANT AVE
NOVATO, CA 94945

Item 2. Policy Period From: 8/1/2005 (Inception Date)
To: 8/1/2006 (Expiration Date)
12:01 AM Standard Time at the address shown in Item 1.

Item 3 Limit of Liability: \$ 2,000,000
This shall be the Limit of Liability for each Loss and aggregate Limit of Liability for each Policy Period.

Item 4 Deductible: \$ 7,500 per Claim

Item 5a. Coinsurance Percent - Insured: 10 %

Item 5b. Coinsurance Percent - Company: 90 %

Item 6. Retroactive Date: 11/1/1987

Item 7. Endorsements Attached to and Forming Part of this Policy::

58320 7/04, 58396 Ed. 5-05, BC001 7-04, BC014 7-04, BC016 7-04, BC098 10-04, BC118 7-04, BC119 7-04, DO 100 3-03

Item 8. Policy Premium: \$ 11,650.00

Item 9. Notice of Claim Required to be Given to the Company shall be Addressed to:

Attn: Professional E&O Claims Department
St. Paul Fire & Marine
385 Washington Street
St. Paul, MN 55102
Fax Number: (651) 310-3657

Item 10. Broker Name/Address: Aon Risk Services
8300 Norman Center Drive, Suite 400
Minneapolis, MN 55437

ST PAUL TRAVELERS 1ST CHOICESM FOR CREDIT
AND COLLECTION PROFESSIONALS

James W. George

Authorized Representative

8/22/2005

Countersignature Date

ST PAUL FIRE AND MARINE INSURANCE COMPANY

Jay S. Fishman

President

[Signature]

Secretary

Endorsement No:

The following spaces preceded by an (*) need not be completed if this endorsement and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NUMBER	DATE ENDORSEMENT EXECUTED	* EFFECTIVE DATE OF ENDORSEMENT
506JB7477	8/22/2005	8/1/2005 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE INSURED
* ISSUED TO CALIFORNIA SERVICE BUREAU OF MARIN		

LIMITED INSURED ORGANIZATION AND PROFESSIONAL SERVICES COVERAGE

In consideration of the premium, it is understood and agreed that the Insured Organization shall only include the following Office Locations. Further, it is agreed that SECTION B - DEFINITIONS, 18, Professional Services shall be limited to those listed below. In addition, Item 6, Retroactive Date, on the Declarations, shall be amended as follows:

Insured Organization	Office Location	Professional Service(s)	Retroactive Date
CALIFORNIA SERVICE BUREAU OF MARIN	1602 GRANT AVE NOVATO, CA	Coll Ag, Check Rec, Acct Bill, Letter Ser, Skip, Precollect	11/1/1987
CALIFORNIA SERVICE BUREAU	3050 FITE CIRCLE, SUITE 107 SACRAMENTO, CA	Coll Ag, Check Rec, Acct Bill, Letter Ser, Skip, Precollect	11/1/2002
CALIFORNIA SERVICE BUREAU	1111 3RD STREET, ROOM 100 NAPA, CA	Coll Ag, Check Rec, Acct Bill, Letter Ser, Skip, Precollect	11/1/2002
CALIFORNIA SERVICE BUREAU	551 N PALORA AVENUE YUBA CITY, CA	Coll Ag, Check Rec, Acct Bill, Letter Ser, Skip, Precollect	11/1/2002

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

By _____
Authorized Representative

Endorsement No:

The following spaces preceded by an (*) need not be completed if this endorsement and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NUMBER 506JB7477	DATE ENDORSEMENT EXECUTED 8/22/2005	* EFFECTIVE DATE OF ENDORSEMENT 8/1/2005 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE INSURED
* ISSUED TO CALIFORNIA SERVICE BUREAU OF MARIN		

ADDITIONAL INSURED ORGANIZATION COVERAGE

It is agreed that Item 1 of the Declarations, Insured Organization, is amended by adding:

PACE FINANCIAL SERVICES
CALIFORNIA SERVICE BUREAU

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

By _____
Authorized Representative