

SAN MATEO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SWIFT ATTORNEY SERVICE**

THIS AGREEMENT, entered into this ____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SWIFT ATTORNEY SERVICE, hereinafter called "Contractor."

WITNESSETH

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 Service of Process.

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—Fee Schedule
- Attachment I—§504 Compliance
- Equal Compliance Declaration Form

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 five hundred forty thousand dollars (\$540,000).

4. **Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2009.

This Agreement may be terminated by Contractor, the San Mateo County Department of Child Support Services 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 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 contractor 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 subcontractor 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
(d) Workers' Compensation Coverage	Statutory

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 and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or be 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, 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. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" or "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor

14. **Confidentiality**

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

15. **Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

16. **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.

17. **Notices**

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

In the case of County, to:

Peggy Jensen, Director
San Mateo County Department of Child Support Services
555 County Center, 2nd Floor
Redwood City, Ca. 94063

In the case of Contractor, to:

Frank Kaul, Owner
Swift Attorney Service
500 Allerton Street, Suite 105
Redwood City, Ca. 94063

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SWIFT ATTORNEY SERVICE:



Frank Kaul, Owner
Contractor's Signature

Date: 5-4-06

Exhibit "A"

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

For the purpose of this proposal, the local service area includes San Mateo, San Francisco and Santa Clara counties. The non-local service area includes Alameda, Contra Costa, Los Angeles, San Diego, Sacramento and San Joaquin County areas.

1. Documents to be served will be picked up daily from the Department of Child Support Services at 555 County Center, 2nd Floor, Redwood City, CA and twice a day if requested by the Department.
2. When given at least seven (7) calendar days notice, the Contractor will attempt to serve or sub-serve documents no later than 21 days prior to the court date.
3. The Department of Child Support Services will attach to the documents to be served a "Work Order" referral which will provide the Contractor with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A court date will also be provided if the matter is scheduled for a hearing.
4. After receipt of documents to be served, Contractor will attempt service within five (5) business days for the local service area, seven (7) days for the non-local service area, and seven (7) days for out of state serves.
5. The Contractor will return completed proofs of service and in the case of sub-service, declarations of due diligence to the Department within five (5) business days after the service, if the service is within the local service area. Local service area is defined as: San Mateo, San Francisco and Santa Clara counties. A ten percent (10%) discount will be assessed on each serve for which a completed proof of service is not received within five (5) business days after service. The ten percent (10%) discount will be applied to the cost for each respective serve that does not meet this guideline. A 24-hour grace period will be given after the required five (5) business days for the Contractor to return completed proofs of service. The Department agrees to assess the ten percent (10%) discount within 60 days from receipt of documents.
6. If documents are not served, the Contractor will return the documents with court dates, after due diligence has been performed, no later than

5 days after attempted service and/or prior to the court date indicated on the referral, whichever comes first. If a court date is not indicated on the referral, the documents will be returned within 30 days of the date sent for service or by the date indicated on the referral.

7. Service of rush documents will be completed within two days and if the service is unsuccessful, the Contractor will notify the Department within the same two-day time frame.
8. The Contractor will provide the Department with an accurate description of the person served and the address where the service was accomplished. When service cannot be completed, the Contractor will return the documents and note on the referral slip why service was not completed at the address given by the Department.
9. The Contractor will respond within 24 hours to inquiries about the status of a service request from Department staff.
10. If service cannot be accomplished at the address provided, the server will attempt to obtain a forwarding address from the current residents, neighbors and apartment managers. The server will then attempt to make service at the new address. If additional locate research is needed to serve the documents, the Contractor will return the documents as soon as possible to the Department. The Department will perform further locate research and will issue another referral at the time new positive locate information has been found.
11. The Contractor will provide wage and levy writ service for San Mateo, Santa Clara, San Francisco and Alameda counties. This service will include opening a file with the Sheriff, service of the writ, mailing copies to the judgment debtor and returning the proof of service to the Sheriff within five (5) days.
12. If both the business and home addresses provided by the Department are not valid and no new address for service can be readily obtained through contacts made at the attempted service sites, the referral will be returned to the Department unserved.
13. The Contractor will be available to testify at any court hearing.
14. The Contractor agrees to furnish the Department with an itemized list of charges for each month. This listing must detail each service request being billed, the results of the request, the charge associated with that request and shall reference Department Case Number for each set of documents referred for service.

15. For a specified fee, the Contractor will provide same day service. The Department can call Contractor to get a quote for the service requested.
16. The Contractor will provide the Department with biweekly "Work In Progress" reports on all cases that have been referred for service. The status of these reports will detail the current status of all cases referred by the Department which are still in the Contractor's inventory or are included in the Contractor's current monthly invoice, and will include the case reference number, known as the LCSA CASE NUMBER and the date the case was received by the Contractor. The Department understands that the Contractor will work with his software vendor to ensure this provision is met in a timely fashion.
17. The Contractor shall not perform services not listed on the bid form that are subject to fees or charges without the approval of the Department's Deputy Director, Lead Attorney or Director.
18. Contractor will not bill postage or mailing expense for process services to the County, all postage or mailing charges will be paid for directly by Contractor.
19. For special requests on specific serves, during non-regular services hours (between 6pm and 7am), a premium/additional charge may apply, but Contractor agrees to obtain authorization from the Department of Child Support Services Deputy Director or designated staff prior to performing any work for which a premium charge is applicable. The Department will not pay for any premium charge for which Contractor did not obtain prior authorization.
20. The Contractor agrees to have the ProServe application fully implemented and functional as of the beginning date of this agreement. The ProServe application provides a complete business management solution including case management, billing with client and geography based fee schedules, accounting, collection, commissions, tracking, status, dispatch, mobile photocopy document preparation, executive of writ orders, and levy documentation preparation. Contractor agrees to provide Department administrative access to the ProServe application, a client/server database with input/output connections to the internet, for 24 hour a day/7 day a week tracking of serves. The Department will access serve status, order entries, and service attempt updates remotely using Microsoft Windows remote terminal services.

Exhibit "B"

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

FEE SCHEDULE FOR PROCESS SERVICE

VENDOR: Swift Attorney Service

ADDRESS: 500 Allerton Street, Suite 105, Redwood City, Ca. 94063

PHONE: 650-364-9612

County	Completed Service	Not Found/Return	Rush Service	Wage & Levy Writ Service	Locate Service
San Mateo	\$32.50	\$22.50	\$25.00	\$45.00	\$22.00
San Francisco	\$34.50	\$22.50	\$25.00	\$50.00	\$22.00
Santa Clara	\$34.50	\$22.50	\$25.00	\$50.00	\$22.00
Alameda	\$38.50	\$32.50	\$25.00	\$60.00	\$22.00
Contra Costa	\$42.50	\$32.50	\$25.00	\$75.00	\$22.00
Los Angeles	\$48.50	\$38.50	\$28.50	\$85.00	\$22.00
San Diego	\$48.50	\$48.50	\$28.50	\$85.00	\$22.00
Sacramento	\$45.50	\$42.50	\$28.50	\$85.00	\$22.00
San Joaquin	\$45.50	\$42.50	\$28.50	\$85.00	\$22.00

The San Mateo County Department of Child Support Services shall call Contractor for fee quotes for all other service requests such as same day serves and service to other California Counties as well as any other serves to other jurisdictions not listed in the above fee schedule.

ATTACHMENT I

Required only from Contractors who provide services directly to the Public on the 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 the assurance. The 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 5 persons.

b. employees 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.

FRANK KAUL

Name of 504 Person - Type or Print

SWIFT ATTORNEY SVC. 500 Allerton St -

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

REDWOOD CITY, CA

94063

City

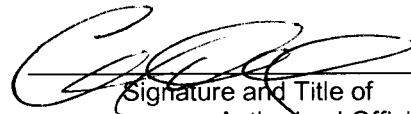
State

Zip Code

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

Date:

4/18/06



Signature and Title of

Authorized Official

***Exception: DHHS regulations state that:**

"If a recipient with fewer than 15 employees finds that, after consultations with a handicapped person seeking its services, there is no method to complying with (the facility accessibility regulations)...other than making a significant alternation 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: Swift Attorney Service
 Contact Person: Frank Kaul
 Address: 500 Allerton Street, Suite 105, Redwood City, Ca 94063
 Phone Number: 650/364-9612
 Fax Number: 650/364-3305

II Employees

Does the Contractor have any employees? Yes No

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

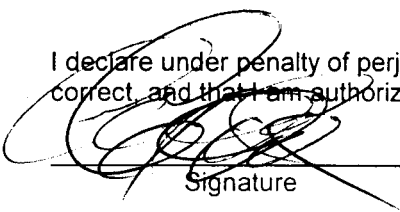
If the answer to one or both of the above is no, please skip to Section IV.

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

Frank Kaul
Name (Please Print)

owner
Title

2/15/2006
Date



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder FRANK L. KAUL, DBA SWIFT LEGAL SERVICES
 Address of policyholder PO BOX 5324 REDWOOD CITY, CA 94063
 Location of operations 500 ALLERTON STREET STE. 105 REDWOOD CITY, CA 94063
 Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97-QD-1728-1	Comprehensive Business Liability	06-01-05	06-01-06	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 500,000 General Aggregate \$ 1,000,000 Products - Completed Operations Aggregate \$ 1,000,000
97-B4-6055-2	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	
		04-03-05	04-03-06	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000
97-WR-0475-1	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
		09-19-05	09-19-06	Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

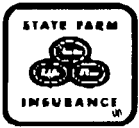
Name and Address of Certificate Holder

Additional Insured:
 San Mateo County Department of Child Support Services
 555 County Center, Second Floor
 Redwood City, CA 94063-1654

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative *Donna Lawler*
 AGENT _____ Date 01/25/06
 Title _____
 Agent Name Donna Lawler
 Telephone Number 408-973-0700

Agent's Code Stamp
 AFO Code **LAWLER INS AGCY INC 05-2213**
PENINSULA AFO F163



JANUARY 25, 2006

Fire Policy Status

B Ph. (650)364-9612

KAUL, FRANK L
DBA SWIFT LEGAL SERVICES
PO BOX 5324
REDWOOD CITY CA 94063-0324

GENL Policy: 97-QD-1728-1 G Yr issd: 1983
Xref: 05-69-6082-3 L

Location: 500 ALLERTON ST STE 105
REDWOOD CITY CA 94063

Term: CONT

Renew date: JUN-01-06

Type: BUSINESS-OFFICE
Coverage information

Premium: 1,132.00

B-BUSN PROP 97100
C-LOSS INC ACT LOSS

L-BUSN LIAB 500000
GEN AGGREGT 1000000
PCO AGGREGT 1000000
M-MED/PERSN 5000

Amount due: SFPP
Date due: SFPP
Bill to: SFPP

Prev prem: 1,109

Prev risk: 94,100 SFPP acct:0041-7180-02

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages:

Year built: 1980 Constr: FRAME
Zone: 06
Sub zone: 01



JANUARY 25, 2006

Forms / Endorsements

Page 1 of 1

Insured: KAUL, FRANK L
Policy Type: BUSINESS-OFFICE
GENL Policy: 97-QD-1728-1 G

Number	Description	Number	Description
FP-6143	SPECIAL FORM 3	OPT AR 93500	ACCTS REC
FE-6205	AMENDATORY END	FE-6451	TREE DEBRS REM
FE-6506.2	POLICY END	FE-6464	POLICY END
FE-6538.1	GLASS DED SECI	FE-8750.C	IN MARINE DEC
FE-8751 156	86 INL MRN CND	FE-6303	SAFEGUARDS END
FE-6486	OFF PREM	FE-8759	MISC ARTICLES
FE-6551	AMEND COLLAPSE	FE-6999	TERRORISM NOTE
FE-6587	INC COST DEMO	FE-6610	POLICY END

R-Rtn to Status

Accept



JANUARY 25, 2006

Fire Policy Status

KAUL, FRANK
DBA SWIFT LEGAL SERVICES
PO BOX 5324
REDWOOD CITY CA 94063-0324

B Ph. (650)364-9612
GENL Policy: 97-B4-6055-2 G Yr issd: 1991
Xref: 97-QD-1728-1 OF
97-32-2988-3 OF, 97-QU-1425-8 WC

Type: COMM UMB LIAB Term: CONT Renew date: APR-03-07
Coverage information Premium: 250.00
LIABILITY 1000000

Amount due: SFPP
Date due: SFPP
Bill to: SFPP

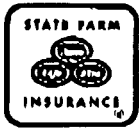
Prev prem: 250

Prev risk: 0 SFPP acct:0041-7180-02

Deductibles applied: DEDUCTIBLES MAY APPLY - SEE FILE

Messages:

Zone: 03



Forms / Endorsements

JANUARY 25, 2006

Page 1 of 1

Insured: KAUL, FRANK
Policy Type: COMM UMB LIAB
GENL Policy: 97-B4-6055-2 G

Number	Description	Number	Description
FP-8180	COML LIAB UMB	FE-8891	AMENDATORY END
FE-8798	EMP REL PRACT	FE-8810	MALPRACTICE EX
FE-7647	FUNGUS LIAB EX	FE-8800	POLLUTION EXCL
FE-6999	TERRORISM NOTE	FE-5383	DOMESTIC PARTN

R-Rtn to Status

Accept



JANUARY 25, 2006

Fire Policy Status

KAUL, FRANK L (AN IND)
(DBA) SWIFT ATTORNEY SERVICE
PO BOX 5324
REDWOOD CITY CA 94063-0324

B Ph. (650)364-9612
FIRE Policy: 97-WR-0475-1 F Yr issd: 1983
Xref:

Location: 500 ALLERTON ST STE 105
REDWOOD CITY CA 94063

Term: 1 YR PP

Renew date: SEP-19-06

Type: WORKERS COMP
Coverage information Premium: 3,441.00
LOC BUILDING CONTS TERRSM PREM 68.00

Amount due: SFPP
Date due: SFPP
Bill to: SFPP

Prev prem: 0

Prev risk: 0 SFPP acct:0041-7180-02

Deductibles applied:NONE

Messages:

CA WC F&US 2.00
CA SURCHG 67.00
CA WC F&US 16.00

Two Pershing Square, Suite 810
2300 Main Street
Kansas City, Missouri 64108-2404

(816) 471-5853

(888) 467-7767

Fax: (888) 467-7768

E&O PROFESSIONALS™

ISP
INSURANCE SERVICES PROFESSIONALS™

BINDER OF INSURANCE

Page: 1

1. Delivered To:

Frank L. Kaul
DBA Swift Attorney Service
500 Allerton Street, Suite 105
Redwood City, California 94063

Producer: 610

Coverage is bound pursuant to the following terms and conditions:

2. Named Insured:

Frank L. Kaul
DBA Swift Attorney Service
500 Allerton Street, Suite 105
Redwood City, California 94063

3. Binder Period:

This binder expires automatically on the date stated unless extended in writing by E&O Professionals or unless superseded by the policy.

Effective date: November 6, 2005 Expiration date: November 6, 2006
12:01 A.M. standard time at the address of the Named Insured as shown above.

4. Policy Provisions:

The policy will be issued to incorporate the following provisions, provided all conditions of this binder have been met.

Policy #: 580JB0570
Policy term: From: November 6, 2005 To: November 6, 2006
12:01 A.M. standard time at the address of the Named Insured as shown above.
Company: St. Paul Fire & Marine Insurance Company
Program: Insurance Services Professionals Program
Coverage Layer: Primary Claim Expense: Within the limits (CEWL)
Coverage Type: Claims Made and Reported Retroactive date: November 6, 1985
Primary Underlying: Not Applicable

Limit	Deductible
\$ 250,000 Each wrongful act	\$ 2,500 Each wrongful act
\$ 250,000 Total limit	applies to Damages & Defense Exp.

5. Premium Payment & Terms:

Premium(s):
Annual: \$ 2,090.00
Policy Period: \$ 2,090.00
(Includes Terrorism Premium \$ 0.00)
Minimum: \$.00
State Surcharge/Tax: Not Applicable

Premium due date: December 6, 2005

Policy Fee:
Surplus Lines Tax:
Stamping Fee:

0062009/010

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BINDER OF INSURANCE

Page: 2

6. Schedule:

"Service of Process" services provided to others for a fee.
Attorney support services provided to others for a fee.

7. Applicable Forms & Endorsements:

Miscellaneous Errors & Omissions Liability Protection - P0419 (2-01)
Misc. E&O Liability Protection-Claims Made Coverage Summary - P0425 (2-01)
General Rules - 40701 (8-03)
Disclosure Notice - Terrorism Risk Insurance Act of 2002 - D0100 (3-03)
Mold, Other Fungi, or Bacteria Exclusion Endorsement - P0488 (6-02)
Violation of Trade Laws Exclusion Endorsement - P0493 (8-02)
Warranties Or Guarantees Exclusion Endorsement - P0611 (5-04)
What To Do If You Have A Loss - 40814 (8-03)

Cont'd pg 3

8. Special Conditions:

Not Applicable

9. Subject to Receipt & Favorable Review of:

Not Applicable

This binder requires payment of premium to E&O Professionals, at Two Pershing Square, Suite 810, 2300 Main Street, Kansas City, Missouri 64108 on the premium due date shown in Item 5. In the event that the additional information requested reflects any change in the risk which may be deemed to be a material change in the underwriting exposure by us, we may at our option cancel or modify this binder. This binder may be cancelled if payment is not received by the premium due date.

In the event of cancellation or expiration of this binder without a policy or renewal certificate being issued, the Company shall be entitled to an earned premium for the time in force as calculated by the Company in accordance with specimen or expiring policy provisions.

The person or firm to whom this binder has been delivered agrees to be responsible for the payment of all premiums, including audit premiums, whether collectible or not, and for the return of unearned premium and unearned commission that may become due.

Date: November 3, 2005

By: _____

Mary J. Schust
Authorized Representative

0062009/010

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Kansas City, Missouri 64108-2404

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BINDER OF INSURANCE

Page: 3

Applicable Forms & Endorsements, Continued:

Why You Should Report Losses To Us Promptly - ND027 (3-04)
California Required Endorsement - 40769 (8-04)