

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Integral Systems, Inc.	Phone:	(630) 221-8388
Contact Person:	Chris Demas	Fax:	(630) 221-8383
Address:	25W560 Geneva Rd, Suite 8 Carol Stream, IL 60188		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- X Contractor complies with the County's Equal Benefits Ordinance by:
- X offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

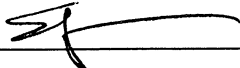
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- X No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- X Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Edward J. Evans

Name

7-27-07

Date

CEO

Title

County Counsel Review Form

Date: 8/28/07
 To: Judith Holiber
 From: Joy Cheechov, ext. 4550
 Subject: Integral Agreement Review and Approval

Contractor: Integral Systems, Inc.

Maximum Amount: \$938,340

Rate of Payment: Initial payments due upon execution of Agreement, remaining due upon acceptance of deliverables. For Phase 3, monthly payments

No changes on the standard agreement form

The following sections have been changed on the "standard" agreement:

<i>Section No. & Title</i>	<i>Approved As Is</i> <i>[For County Counsel Use Only]</i>	<i>Modifications Required</i> <i>[For County Counsel Use Only]</i>
1: Exhibits		
3: Payments		
4: Term and Termination		
7: Hold Harmless		
8: Assignability and Subcontracting		
10: Compliance with Laws; Payment of Permits/Licenses		
12: Retention of Records, Right to Monitor and Audit		
13: Merger Clause		
14: Confidentiality and Security		
15: Warranties and Disclaimers		
16: Title		
17: Limitation of Liability		
18: Customer Responsibilities and Acknowledgements		
19: Non-Proselytizing		
20: Miscellaneous		
22: Notices		

Modifications *(Please specify modifications to be made below. Use additional paper if needed.):*

Section 1: Exhibits-Changed wording from “The following exhibits are attached hereto and incorporated by reference herein”, to “The exhibits listed below are attached hereto and incorporated by reference herein. Additional exhibits may be added by amendment”.

Section 3: Payments-Deleted: “The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.” Added: “If the County disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the parties, the County shall pay the amounts due under this Agreement less the disputed amount, and the parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (1) the County delivers a written statement by facsimile or e-mail to Contractor on or before the due date of the invoice, describing in detail the basis of the dispute and the amounts being withheld by the County, (2) the County represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith consistent with applicable industry standards, and (3) all other amounts due from the County that are not in dispute have been paid in accordance with the terms of this Agreement.

If County fails to timely pay any undisputed amount after receipt of a written delinquency notice that such amount is outstanding and County fails to cure such delinquency within 10 business days after receipt of such delinquency notice, then Contractor may suspend the performance of all services under the Agreement, without releasing County from liability for its payment obligations, until County has cured the delinquency that was the subject of such notice.

Service rates set forth in Exhibit B shall be in effect and are subject to change upon extension or renewal and if there is any change of the type, scope or quantity of Services as set forth in a mutually acceptable change order or amendment.

All amounts referenced in Exhibit B are in United States dollars and do not include any sales, use, ad valorem, surtax and personal property taxes, customs, duties, registration fees and the like, excluding, however, income taxes on profits which may be levied against Contractor (including interest and/or penalties) arising out of this Agreement and the transactions contemplated herein, all of which are the sole liability of the County. Any such taxes applicable to the transactions contemplated hereby will be paid by the County.”

Section 4: Term and Termination: Added-“ and if by the County, upon payment of any early termination fees”, “Either party may discontinue performance and terminate this Agreement and each Exhibit upon any material breach by the other party, if such breach shall remain uncured for more than fifteen (15) days (in case of monetary breaches), or thirty (30) days (in case of non-monetary breaches) after receipt of notice of such breach.” “In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) **delivered by...** may be retained and used by the County. Upon termination, the Contractor retains its copyright in any such materials. In the event of termination of services, upon the County’s request, Contractor shall promptly provide to the County copies of any and all County Data (as defined in Section 14), on media designated by the County, in the format on which it resides on the Contractor’s computer system. Upon termination or expiration of this Agreement, or any Exhibit for any reason, the County shall immediately:

Cease use of or access to the applicable Service;

Return, or destroy all tangible materials provided by Contractor;

Purge all County systems and records of any Contractor-provided software delivered to the County under Exhibit A, including all copies made for whatever reason and retained in any form; Certify to Contractor, in writing, that the foregoing duties have been done....”. Subject to availability of funding, **and upon payment of any early termination fees”,**

“To renew, or extend this Agreement beyond September 10, 2010, County must notify Contractor no later than April 10, 2010, and the parties must have a mutually agreed upon amended, or replacement Agreement in effect no later than June 10, 2010, so that Contractor has the opportunity to make any necessary infrastructure extensions or modifications prior to the effective date of the renewal or extension.”

Section 7: Hold Harmless – Added “(excluding data)”, “(D) excluding any matter or activity for which the County has any responsibility under Exhibit A and subject to the limitation of liability set forth in Section 17,” and County has been found in a court of competent jurisdiction **to be liable**”

Section 8: Assignability and Subcontracting – Deleted: Any such assignment or subcontract... Added “shall give County the right to automatically and immediately terminate this Agreement. Contractor may engage sub-contractors to perform tasks or services in connection with Contractor’s performance of services under Exhibit A of this Agreement; provided that upon request, Contractor will identify and provide resumes for, individual contract workers who may perform services under Contractor’s supervision; further provided that Contractor remains responsible for the performance of its sub-contractors.”

Section 10: Compliance with Laws; Payment of Permits/Licenses – Deleted “As amended and incorporated by reference herein as Attachment “I”.

Section 12: Retention of Records, Right to Monitor and Audit – Added “Contractor is not required to retain any County Data after termination of the applicable phases set forth in Exhibit A (each Phase).” “Any records examination under this Section shall be at Contractor’s office where its records are kept during normal working hours with reasonable advance written notice outlining the scope of the requested review.”

Section 13: Merger Clause – Added “with respect to the matters covered under this Agreement and the Exhibits and Attachments. The County’s rights and obligations with respect to its use of Contractor-licensed software products are set forth in the separate System License Agreement, as amended between the parties. Any **other** prior agreement, promises, negotiations, or representations... “This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties hereto or by any usage of trade. The terms and conditions of this Agreement shall not be modified by any purchase order or acknowledgement, even though Contractor may have signed such a document... unless the relevant provision provides that it may be varied in an Exhibit (e.g., “unless otherwise provided in the applicable Exhibit”). Each Exhibit shall be subject to the terms of this Agreement except to the extent the Exhibit specifically provides otherwise.”

Section 14: Confidentiality and Security – Added: County Confidential Information
All information provided by the County, or otherwise learned by Contractor as a result of providing the Services, shall be considered “County Confidential Information,” including but not limited to, any and all County employee, financial, and customer information; product production, capacity and delivery information; cost and pricing data; and like information which is highly confidential and valuable to County operations. Special use by County of information in the public domain shall also be considered County Confidential Information. County shall remain the sole and exclusive owner of all County Data and other County Confidential Information hosted on Contractor’s mainframe and servers, regardless of whether such data is maintained on magnetic tape, magnetic disk, or any other storage or processing device. All such County Data and other Confidential Information shall, however, be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on County premises. “County Data” means all data and information of any kind or nature submitted to Contractor by County, or received by Contractor on behalf of County, in connection with the Services. Upon County request, Contractor shall promptly provide to the County copies of any and all County Data on media designated by the County, in the format on which it resides on the Contractor’s computer system.

Contractor agrees: (1) to hold County Confidential Information in strictest confidence, disclosing it only to those employees and contract workers of Contractor "Contractor Personnel" and suppliers who have a need to know and only as it relates to the performance of the Services; (2) not to make use of County Confidential Information other than to perform obligations hereunder; (3) not to reproduce County Confidential Information in any media; and (4) not to disclose, cause to be disclosed, or otherwise release County proprietary information to any party. Contractor agrees to protect County Confidential Information with at least the same degree of care used to protect its own proprietary information, but in no event with less than commercially reasonable care in accordance with industry standards.

Contractor Confidential Information

County acknowledges that during the term of this Agreement, certain information considered by Contractor to be confidential or proprietary information may be disclosed by Contractor to County or accessed by County from the Contractor System "Contractor Confidential Information." Contractor Confidential Information of a tangible nature may, but is not required to be, labeled as such.

County agrees: (1) to hold Contractor Confidential Information in strictest confidence, disclosing it only to those employees or agents of County who have a need to know; (2) not to make use of Contractor Confidential Information other than to use Contractor Services or perform obligations hereunder; (3) not to reproduce Contractor Confidential Information in any media; and (4) not to disclose, cause to be disclosed, or otherwise release Contractor Confidential Information to any party, unless disclosure of Contractor Information is required by law. County agrees to protect Contractor Confidential Information with at least the same degree of care used to protect Contractor Confidential Information with at least the same degree of care used to protect its own proprietary information, but in no event with less than reasonable care in accordance with industry standards.

Section 15: Warranties and Disclaimers – Added Contractor warrants that it has the right to provide Services and to enter into this Agreement.

Contractor represents that Services provided and items to be delivered pursuant to this Agreement will adhere to professional standards and shall be performed by qualified personnel. Contractor warrants that services provided hereunder will be performed in a good and workmanlike manner, and will perform in the environment existing at the time of installation or other environments agreed to in writing by County and Contractor. Contractor's obligations under this warranty shall be to timely perform all necessary corrections, alterations, or additions to satisfy its warranty obligations at no extra cost to County.

Except as expressly indicated in this section or in Exhibits "A" or "B", contractor makes no express or implied warranties, conditions or representations to the County with respect to the services provided hereunder or otherwise, whether oral or written, express, implied or statutory, without limiting the foregoing, any implied warranty or condition of merchantability, and the implied warranty or condition of fitness for a particular purpose are expressly excluded and disclaimed.

Unless otherwise specifically stated in this Agreement or in Exhibit "A" or "B", Contractor, its suppliers and licensors, do not warrant and hereby disclaim any liability with respect to performance levels, including but not limited to resource utilization, response time or system overhead. In addition, no warranty is given that access to NCI Services will be uninterrupted or error-free.

Section 16: Title – Added: Contractor and its suppliers retain title to their respective software products. County acknowledges that, as a user of NCI Services, it does not have license rights to the software application other than a "for use" license for the Services set forth in Exhibit "A". Unless otherwise provided in Exhibit A, Contractor shall retain ownership in and to the Consulting Services deliverables provided thereunder and all original written material, including but not limited to programs, tapes, listings, disks and other programming and documentation

originated by Contractor personnel in connection with ("Consulting Deliverables") shall be the sole property of Contractor, but, upon payment of full of applicable fees, Contractor hereby grants to County, a royalty free, non-exclusive, non-transferable license to use any and all Consulting Deliverables for its own internal use, subject to the terms of the applicable software license or in Exhibit "A", if any, between the parties."

Section 17: Limitation of Liability – Added: "Contractor and County will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

In no event shall Contractor, its officers, directors, employees, shareholders, agents, licensors, suppliers, or representatives be liable in any way to County or any third party for any indirect, special or consequential damages of any nature, including but not limited to, damages or costs incurred as a result of loss of time or access to the NCI Services, loss of savings, loss or corruption of data, loss of profits or revenue by County or any other person, loss of goodwill, whether foreseeable or not, that may arise out of or in connection with this Agreement and any Exhibit, including, but not limited to, damages or costs resulting from the use or inability to use the NCI or other Services, regardless of whether Contractor has been advised of the possibility or likelihood of such damages or costs occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise, or whether any warranties are deemed to have failed of their essential purpose.

In no event will Contractor's liability for any damages incurred by County in connection with providing Services under this Agreement, whether caused by failure to deliver, non-performance, defects, errors, breach of warranty or otherwise, exceed the total Services fees paid to Contractor by County hereunder for Exhibit "A", during the twelve months prior to the time at which the damages arose regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise. The limitations in this section do not apply to claims arising out of damage to tangible personal property (excluding data) or personal injury proximately caused by Contractor Personnel while on County's premises or for the intentional, willful or gross misconduct of Contractor or Contractor Personnel.

Subject to the limitations of Section 17 or any related section in Exhibit A, Contractor's liability for claims of any type or character arising from errors or omissions in the Services related to any County report, data or tax agency's filings that are caused by Contractor shall be to correct the affected County report, data or tax agency's filings, as the case may be. Upon the request of County, Contractor will correct any error or omission made by Contractor in connection with such Services at no additional charge to County."

Section 18: Customer Responsibilities and Acknowledgements – Added: "County will follow the instructions and reasonable policies established by Contractor from time to time and communicated to County. County is only permitted to use the Services provided by Contractor for its own employees and contract workers, and is not permitted to use the Services to provide service bureau, data processing, time sharing services or otherwise provide payroll or human resource record keeping for third parties, except for any affiliates identified in Exhibit "A" (the "County Group"). County agrees that each of the entities included in the County Group must comply with each of the provisions contained in this Agreement applicable to the County.

If Contractor Services are integrated with County Data processing systems, County will provide to Contractor access to applicable County systems, and County will maintain its internal systems, equipment and software, as required in order for Contractor to provide the Services. County agrees to procure and maintain appropriate licenses to the software and other works in respect of which interfaces are to be delivered or maintained by Contractor as part of the Services.

County acknowledges that it has the continuing obligation to assure the accuracy and quality of the results generated by the County's use of NCI Services. Without limiting the generality of the foregoing, County represents and warrants that the systems, procedures and data used in conjunction with such Services, from time to time, will be accurate and complete, and that

County shall conduct reasonable reviews, samples and tests to confirm the foregoing. If any County user in authority discovers that such Services do not operate in accordance with Contractor's standard documentation, then County shall notify Contractor promptly for review, and if applicable, resolution.

The Services are designed to assist County in complying with its applicable legal and regulatory responsibilities. Nevertheless, County (and not Contractor) will be responsible (i) for compliance by County with all laws and governmental regulations affecting its operations and (ii) for any use County may make of the Services to assist it in complying with such laws and governmental regulations.

While Contractor will take reasonable precautions to prevent the loss of or alteration to County Data files in Contractor's possession, County must, to the extent it deems necessary, keep copies of all source documents of the information delivered to Contractor or inputted by County or on behalf of County into the Contractor systems and will maintain a procedure external to Contractor systems for the reconstruction of lost or altered data files. The foregoing shall not reduce Contractor's responsibility for backup and recovery services as set forth in Exhibit A. County must ensure that its employees and plan participants ("Users") who access the Services or Contractor systems comply with Contractor's published policies relating to access to, and acceptable use of, Services. Contractor may suspend or discontinue access to the Services by any User if Contractor reasonably believes that such User has violated such terms or is otherwise using the Services in an inappropriate manner. County must take any and all actions reasonably necessary to maintain the privacy of User names and passwords for the Services and the Contractor system.

Except as otherwise provided in the applicable Exhibit, if the Services require the use by County of communication lines to connect to Contractor facilities, County will be responsible for those communication lines. County will pay all installation, use, service and repair charges for the communication lines. Contractor will not be responsible for the reliability or availability of the communication lines used by County to access the Services.

This provision applies to any Services, which are being provided to County via the Internet or to which County may access via the Internet. Data transmitted through the Internet is encrypted for County's protection. However, the security of transmissions over the Internet can never be guaranteed. Contractor is not responsible for County's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. In order to protect County and County Data, Contractor may suspend County's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.

County shall defend, indemnify, and hold harmless Contractor, its officers, employees, and agents (collectively "Contractor") against and from all claims, suits, judgments, losses, damages, fines or costs resulting from any claim, suit or demand by any third party (a) for injuries to or deaths of person or loss of or damage to property, arising out of negligence or willful misconduct of County in connection with County's performance under any Exhibit for NCI Services; or (b) for any suit or cause of action alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of infringement arising from (i) any change, or enhancement in the Contractor Products (defined below) made by County or any third party for the County, (ii) County's use of the Contractor Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by Contractor, (iii) County's use of other than the most current release of the Contractor Products that results in a claim or action for infringement that could have been avoided by use of the current release, or (iv) the provision by County to Contractor of materials, designs, know-how, software or other intellectual property with instructions to Contractor to use the same in connection with the Services. "Contractor Products" means the computer software programs and

modules, tutorials and related documentation, delivered to County by Contractor as part of the Services under Exhibits "A" and "B" (excluding pre-packaged third party software and custom programs developed by Contractor for County).

Section 19: Non-Proselytizing – Added: "The parties recognize that they each have invested substantial effort and expense to recruit, train, and employ their personnel. Therefore, for the term of this Agreement and for six months following its termination, the County and Contractor agree that neither will, without the other party's prior written consent, actively recruit nor employ any person employed by or working as a contract worker for the other party; provided that with respect to the foregoing, the County's obligation is limited to its Information Services Department. Violation of this provision shall be considered a material breach of the terms of this Agreement."

Section 20: Miscellaneous – Added: Neither party will be liable for the failure to perform its obligations under this Agreement if such failure is due to acts beyond its control which include, by way of illustration, but not limited to, acts of God or public enemy, acts of government, civil disobedience, lockouts, freight embargoes, errors or defects in the County Data, errors caused by computer software used by or on behalf of the County which is not owned or licensed by Contractor, or any other cause or condition beyond a party's reasonable control and the applicable party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

No term or provision hereof shall be deemed waived by either party, and no breach excused by either party, unless such waiver or consent shall be in writing signed by the other party. No consent by either party to, or waiver of, a breach of this Agreement by the other party shall constitute a consent to waiver of or excuse for any other different or subsequent breach. The provisions of Sections titled "Payments", "Term and Termination", "Confidentiality and Security", "Warranties and Disclaimers", "Title", "Limitation of Liability", "Customer Responsibilities and Acknowledgements", "Non-Proselytizing", "Miscellaneous" and "Notices" shall survive the termination of this Agreement.

Headings included in this Agreement are for convenience only and are not to be used to interpret the Agreement between the parties."

Section 22: Notices – Added: "(b) sent by facsimile with confirmation of receipt, or (c) sent by a nationally recognized overnight delivery service, addressed to the addresses set forth below, or to such other addresses as either party hereto may designate by notice to the other party; provided that any notice of default must be sent by means whereby a manual signature of receipt is obtained."

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described

Brenda B. Carter
Signature

8-30-07
Date

CONTRACT INSURANCE APPROVAL

DATE: 8/22/07

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Joy Cheechov

PHONE: 4550 FAX: 363-7800 PONY: ISD120

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

CONTRACTOR NAME: Integral Systems, Inc.

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Network computing infrastructure and consulting services.

The following will be completed by Risk Management:

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

REMARKS/COMMENTS:

Faiza Steele
 Faiza Steele,
 Risk Management Analyst

8/22/07
 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2007

PRODUCER Ingensa Insurance Service 25 West 560 Geneva Road Carol Stream, IL 60188 630-690-6462	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	NAIC#
INSURED Integral Systems Inc. 25W560 Geneva Road Carol Stream, IL 60188	INSURER A: Hartford Insurance Company	
	INSURER B: Philadelphia Insurance Companies	
	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.

RISR ADD'L LTR. INGRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	83 SBQ UL6537 83 SBQ UL 2742 CA	02/16/2007 02/16/2007	02/16/2008 02/16/2008	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	83 SBQ UL6537 83 SBQ UL2742 CA	02/16/2007 02/16/2007	02/16/2008 02/16/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					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 \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	83 RHQ YH0746	02/16/2007	02/16/2008	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83 WEQ PP 1830	02/16/2007	02/16/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Professional Liability	PHSD239087	02/16/2007	02/16/2008	\$1,000,000

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

San Mateo County and its officers, agents, employees, and servants are added as additional insured, primary and non contributory. Contractual Liability coverage is included in Commercial General Liability form SS00080405.

CERTIFICATE HOLDER

San Mateo County
 Information Services Department
 Pam Watson - Admin
 455 County Center, Third Floor
 Redwood City, CA. 94063

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 