

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND PALCARE GUARANTEEING
REVENUE FOR CHILDCARE FACILITIES**

THIS AGREEMENT is between the COUNTY OF SAN MATEO ("County"), a political subdivision of the State of California, and PALCARE ("Palcare"), a non-profit corporation organized under California law.

RECITALS

1. On August 6, 2002, County and Palcare entered into two separate agreements for 1) 20-year operation of a child care facility on County owned property at 945 California Avenue, Burlingame and 2) guaranteeing revenue received from City and County of San Francisco ("City"), through the Airport Commission ("Commission"), for child care services from July 1, 2002 through June 30, 2003.
2. On August 6, 2002, County entered into an agreement with the Commission in which the Commission guaranteed that it would pay for one half of the available childcare slots to be provided at the 945 California Avenue site from July 1, 2002 through June 30, 2003. Four options to extend continued the contract through June 30, 2008.
3. The County and Commission are entering into a five-year agreement to guarantee funding for Palcare for extended hour child care costs for the children of Airport-based employees at Palcare.
4. The Commission wishes to continue Airport employee childcare subsidy in the amount of \$306,500 per fiscal year from July 1, 2008 through June 30, 2013.

THEREFORE, THE COUNTY AND PALCARE AGREE as follows:

1. Funding
The Commission will make payments to the County for subsidy of Airport-based employee childcare costs at Palcare commencing on July 1, 2008 until June 30, 2013.

All Airport employee families receive a discount and preferential enrollment funded by the Airport Commission in the following ways:

- A. Flexible Scheduling Fee: Airport employee families schedule and pay for only those hours and days they specifically need versus the standard 10-hour, 5-day per week full-time cost.

- B. Scholarships for Airport-based employees of low income.
- C. Fee Waivers for registration, materials and wait list fees normally charged to non-Airport families.
- D. Priority Enrollment for County Employees: In consideration for the County acting as fiscal intermediary between the Commission and Palcare, County Employees' children are entitled to immediate enrollment if a space is available in the appropriate childcare class, or if space is not available, for placement at the front of Palcare's waiting list ahead of children from the general community, but behind children of Airport-based Employees, if any.

2. Limitation on County Payments to Palcare

Monthly payments to Palcare from the Commission shall be specified by the County based upon the Commission's advice as to the appropriate sum; provided, however, that no quarterly payment shall exceed \$90,000 and total payments shall not exceed \$306,500 per year. Level of service and annual cap shall be re-evaluated beginning in FY 2009-10.

3. Payments to Palcare

Palcare shall provide the Commission and County within 30 days of the end of each quarter, documentation of actual cost billed per the agreement. The Commission will pay the County the quarterly amounts required under this Agreement based upon quarterly invoices submitted by Palcare to the County. The County will then process payment to Palcare. The Commission reserves the right to make adjustments to amounts due to County if documentation of costs does not substantiate amounts billed.

4. Definitions

"Airport-based Employee" is defined as a person employed by the Airport Commission or an employer based at the San Francisco International Airport.

“Airport Scholarship Program” With respect to Airport-based employee families whose income falls within the Family Fee Schedule, the Commission will pay a subsidy equal to (a) the regular Palcare tuition for all such family’s children, less (b) the amount of any Department of Education subsidy received by Palcare for such family (in the amount of \$35.51 per day for fiscal year FY 2007-08, as adjusted in subsequent fiscal years), less (c) the applicable Family Contribution Amount that such family is required to pay, as shown on the Family Fee Schedule. The Commission’s subsidy amount is summarized by the following formula with respect to each Airport-based employee:

$$\begin{aligned} \text{Commission subsidy} &= \text{total regular tuition} - \text{DOE subsidy (if any)} \\ &\quad - \text{Family Contribution Amount} \end{aligned}$$

Therefore, the total Commission payment relating to these lower-income Airport based employees will include the scholarship subsidy calculated as described above, plus the flexible scheduling fee (20% of the total regular tuition prior to subtracting any DOE subsidy of Family Contribution Amount).

“Annual Registration Fee” is defined as the Annual Registration and Materials Fee normally charged by Palcare to all families that use Palcare services, currently in the amount of \$200 per child, as the same may be adjusted from time to time.

“County Employee” is defined as a regular employee of the County of San Mateo who works at least 20 hours per week.

“DOE” is defined as the California Department of Education, Child Development Division.

“Flexible Scheduling” is defined as the ability of Airport based employees to schedule and pay for childcare services during the hours and days they specifically need rather than on a standard full or part-day basis, and to change their schedules every month as necessary.

“Full Time Equivalent Child” is defined as a child receiving childcare services at least 10 hours per day, 21 days per month.

“Fee Waivers” is defined as the waiving of the Annual Registration and Materials Fee of \$150 normally charged to all non-airport families.

“Priority Enrollment” is defined as the right of an Airport-based employee’s child, ahead of children of County Employees and the general community, to be (a) enrolled upon applying for service if a space is available in the appropriate childcare class, or (b) placed at the front of Palcare’s waiting list for the next available opening at Palcare in the appropriate class. The children of County Employees are entitled to secondary priority enrollment behind the children of Airport-based employees but ahead of the general community.

5. Budgetary and Financial Reports

County and Commission, at their own expense and upon reasonable notice, shall have the right to inspect the books, records, and other data of Palcare relating to the direct operating costs of Palcare. Palcare will be required to provide County and Commission with a copy of an audit report of the direct operating costs of Palcare and the allocation of such costs to the Airport within six (6) months of the end of Fiscal Years 2008-13.

6. Term of Agreement

This Agreement shall become effective July 1, 2008 and will terminate on June 30, 2013.

7. Termination of Agreement

The County or Palcare may terminate this Agreement without cause or penalty upon at least thirty (30) days prior written notice to Palcare. County may terminate immediately if Palcare loses its childcare facility license or if Palcare’s insurance coverage is canceled or the amount or the amount or scope of the coverage is materially reduced without prior consent of the County.

8. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement.

9. Hold Harmless for County

Palcare 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 injuries to or death of any person, including Palcare, or damage to property of any land whatsoever and to whomsoever belonging, including, but not limited to any such claims arising out of the concurrent active or passive negligence of County, its officers, agents, or employees and servants, resulting from the operation of the 24-hour child care facility by Palcare under 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 Palcare 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.

10. Hold Harmless for City and Commission

Palcare shall defend, indemnify, and hold harmless the City and County of San Francisco and the Airports Commission, including their officers, employees, and agents, from any and all damages, claims, demands, obligations, suits, judgments, penalties, causes of action, losses or liabilities at any time received, incurred or accrued by City or Commission as a result of or arising out of the acts, omissions, or operations of Palcare at the Premises.

If Palcare receives a claim, demand, suit or judgment for which the City and County of San Francisco is entitled to the benefits of the preceding paragraph, Palcare shall promptly notify County or City and County.

11. County's Insurance Requirements

Palcare shall be required to secure and maintain insurance coverage sufficient to meet the requirements of County, as set forth herein.

A. General Requirements. Palcare shall not commence child care services under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by County. Palcare shall furnish County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Palcare's coverage to include the contractual liability assumed by Palcare pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- B. Liability Insurance. Palcare shall obtain at its own expense bodily injury, general and professional liability including child care, and property damage liability insurance in the sum of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit bodily injury and property damages for each occurrence. Palcare shall also obtain at its own expense auto liability in the sum of not less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence.

If this Agreement remains in effect more than three (3) years from the date this Agreement is first executed, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Palcare. Such a change in amounts shall be made by Palcare at the next renewal date of the liability policy. 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 County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if 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.

- C. Fire Legal Insurance. Palcare shall obtain and maintain, at its expense, fire legal insurance on the Premises with a limit of at least TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). The policy shall be issued in the names of County and Palcare. The policy shall provide that any proceeds shall be payable to County.

- D. Workers' Compensation and Employer Liability Insurance: Palcare shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing *full* statutory coverage. In signing this Agreement, Palcare makes the following certification, required by section 1861 of the California Labor Code:

I am aware; of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers' 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.

- E. Changes to Coverage. 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 or the scope of the coverage is materially reduced, the County at its option, may, notwithstanding any other provision of this Agreement to the contrary, declare a material breach of this Agreement and suspend operation of the child day care center facility by Palcare effective on the date the required insurance coverage will be canceled or the amount or scope of the coverage is materially reduced unless Palcare provides written evidence to County that such coverage has not been diminished or canceled before such date.

12. City's Insurance Requirements

- A. Palcare will maintain in force, during the *full* term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation with Employer's Liability limits in accordance with the statutes of the State of California.
 - (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Commercial Liability, Personal Injury, Products and Completed Operations.
 - (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 - (4) Excess Liability insurance with limits not **less** than \$4,000,000 each occurrence Umbrella Form.
- B. Comprehensive General Liability and Comprehensive Automobile Liability and Excess Liability Insurance **policies** shall be endorsed to provide the following:
- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. All policies shall be endorsed to provide: Thirty (30) days advance written notice to City of cancellations, non-renewal or reduction in coverage, mailed to the following addresses:

San Francisco International Airport
Finance Department
P. O. Box 8097
San Francisco, CA 94128

and

Controller
City and County of San Francisco
City Hall, Room 109
San Francisco, CA 94102-4694

- D. Should any of the required insurance be provided under a claims-made form, Palcare shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- E. Should any of the required insurance be provided under a form of coverage that included a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- F. Certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverage above shall be furnished to City before commencing any operations under this contract, with complete copies of policies promptly upon City request.
- G. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- H. This agreement shall terminate immediately, without notice to Contractor, upon any lapse of required insurance coverage.

13. Nondiscrimination

- 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 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.

14. Records

Palcare shall maintain during the term of this Agreement, and shall preserve for a period of four (4) years after termination of this Agreement or until all audit findings for audits conducted by Palcare and/or County are resolved, whichever is later, books and records of all services rendered, operating costs and expenses incurred, as well as of all revenues received applicable to services rendered pursuant to this Agreement.

Palcare agrees to provide to County, during normal business hours, and upon reasonable notice, access to and the right to examine, inspect and audit such records.

15. Possessory Interest Tax

Palcare recognizes and understands that it may be subject to a "possessory interest tax" that the County Assessor may impose on its interest, and any such tax would be the liability of and be paid solely by Palcare. Palcare agrees to pay promptly, when due, any possessory interest tax imposed on its interest in the Premises.

16. Personal Property Taxes

Palcare shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed upon all Palcare's personal property located in the Premises and which become payable during the term hereof.

17. Destruction of Premises

If the Premises are totally or partially destroyed from any cause, rendering the Premises totally or partially unusable, County shall have the option of either terminating this agreement immediately or restoring the Premises to substantially the same condition as they were in immediately before destruction if such restoration can be made within sixty (60) days, provided that Palcare shall not be obligated to make the monthly payments required during the time that the Premises are unusable. Palcare shall not be entitled to any compensation or damages from County for loss of use of all or any part of the Premises or for Palcare's personal property or any inconvenience or annoyance occasioned by such damage or restoration.

18. Entry by County

County shall have the right to enter and inspect the Premises at any time. County shall give the Executive Director of Palcare or his or her on-site designee reasonable advance notice of such inspection when feasible. The County Manager will provide the Executive Director of Palcare with a list of persons designated to enter and inspect the premises in non-emergency situations. The County Manager shall have and retain a key for the purpose of making all such inspections.

19. Assignments and Subcontracts

- A. This Agreement is not assignable in whole or in part without the written consent of County. Any assignment by Palcare without the written consent of County violates this Agreement and shall automatically terminate this Agreement.
- B. Palcare shall not employ subcontractors or consultants to carry out any responsibilities undertaken pursuant to this contract without the written consent of County.
- C. Any assignee approved by County shall be subject to the same terms and conditions applicable to Palcare under this Agreement, and Palcare shall be liable for the assignee's, acts and/or omissions.
- D. All agreements between Palcare and any assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

20. Alteration of Agreement

This Agreement is entire and contains all terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

21. Compliance with Applicable Laws

All services to be performed by Palcare pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, including but not limited to appropriate licensure and certification regulations.

22. Interpretation and Enforcement

A. Notices and Communications. 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:

- 1) In the case of County, to:

County Manager
County of San Mateo
400 County Government Center
Redwood City, CA 94063

- 2) In the case of Palcare, to:

Palcare
President of the Board
1838 El Camino Real, Suite 214
Burlingame, CA 94010

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and interpretation and performance of this Agreement shall be governed by the laws of the State of California.

23. Mediation

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

24. Conflict of Interest

No officer, director, or employee of Palcare shall have any financial interest, direct or indirect, in Palcare or in any contract made by Palcare. Donations of work, material, or money for the operation of the childcare facility shall not be considered a conflict of interest.

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

PALCARE

By: Lisa Kusselbach
Executive Director

Date: 6-30-08

PRODUCER Phone: (925) 930-9464 Fax: (925) 930-9949
STOUT INSURANCE BROKERS, INC.
 P.O. BOX 2578
 WALNUT CREEK CA 94595

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
PALCARE, INC.
 945 CALIFORNIA DRIVE
 BURLINGAME, CA 94010

INSURER A: **Philadelphia Insurance Company**
 INSURER B: **Everest National Insurance Company**
 INSURER C:
 INSURER D:
 INSURER E:

Agency Lic#: 0D85886

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	PHPK291694	03/19/08	03/19/09	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS-COMP/OP AGG.	\$ 2,000,000	
A		AUTOMOBILE LIABILITY	PHPK291694	03/19/08	03/19/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS						
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
A		EXCESS / UMBRELLA LIABILITY	PHUB079282	03/19/08	03/19/09	EACH OCCURRENCE	\$ 5,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CA20011248071	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000	
A		OTHER: Property	PHPK291694	03/19/08	03/19/09	LIMIT OF INSURANCE: BUSINESS PERSONAL PROPERTY \$350,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 COUNTY OF SAN MATEO COUNTY MANAGERS OFFICE SHALL BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS PER THE ATTACHED ENDORSEMENT.

*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF SAN MATEO
COUNTY MANAGERS OFFICE
400 COUNTY CENTER
REDWOOD CITY, CA 94063

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

Stephen T. Stout
 Stephen T. Stout

Attention: **JOANNE WARD**

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

I. CONTRACTOR INFORMATION

Contractor Name:	Palcare	Phone:	650 340-1289, ext 318
Contact Person:	Dianne Vaughan, Business Manager	Fax:	
Address:	945 California Drive Burlingame, CA 94010		

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.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - 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)

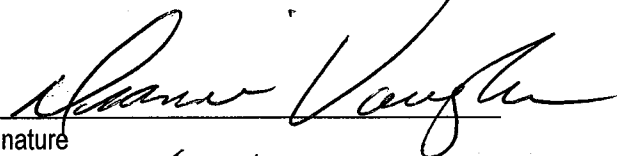
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- 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.

- 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

DIANNE VAUGHAN
Name

6/30/08
Date

BUSINESS MANAGER
Title