
AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND CENTRAL MEDICAL LABORATORY

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CENTRAL MEDICAL LABORATORY, 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 forensic phlebotomy services.

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

1. EXHIBITS AND ATTACHMENTS.

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

- Exhibit A - Services
- Exhibit B - Payments and rates
- Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

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

3. PAYMENTS.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **FIVE HUNDRED SIXTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$564,000).**

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **OCTOBER 1, 2009** through **JUNE 30, 2012.**

This Agreement may be terminated by Contractor, the Sheriff 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. SIGNABILITY 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 insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the

contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|--------------------------------------|-------------|
| 1. Comprehensive General Liability | \$1,000,000 |
| 2. Motor Vehicle Liability Insurance | \$1,000,000 |
| 3. Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its

subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- 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:
 - 1. termination of this Agreement;
 - 2. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3. liquidated damages of \$2,500 per violation;
 - 4. 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. 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 employees' regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT.

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.

- A. 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.
- B. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. CONTROLLING LAW AND VENUE.

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when

deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

IN THE CASE OF CONTRACTOR, TO:

Central Medical Laboratory
Frank Ammon
15 Tillman Avenue
San Jose, CA 95126
Fax: (408) 295-4955

IN THE CASE OF COUNTY, TO:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063
Fax: (650) 599-1327

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____
PRESIDENT, BOARD OF SUPERVISORS

Date: _____

ATTEST:

By: _____
CLERK OF SAID BOARD

CENTRAL MEDICAL LABORATORY

By: Frank Ammon
(SIGNATURE)

Frank Ammon
(PRINTED NAME)

Date: 8-26-09

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CENTRAL MEDICAL LABORATORY

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

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR.

A. Contractor will provide phlebotomy on-site services when requested by County or law enforcement agencies in the County of San Mateo. Blood withdrawal services will be provided at all law enforcement agencies in the County and at other sites including:

- Maguire Correctional Facility
300 Bradford Street
Redwood City, CA 94063
- Women's Correctional Center
1590 Maple Street
Redwood City, CA 94063
- First Chance Drop-off Center
335 Quarry Road
Belmont CA 94002
- First Chance Drop-off Center
383 E. Grand Ave. #D
So. San Francisco, CA 94080
- Kaiser Redwood City
1150 Veterans Blvd.
Redwood City, CA 94063
- Kaiser South San Francisco
1200 El Camino
So. San Francisco, CA 94080
- Mills-Peninsula Hospital
1783 El Camino
Burlingame, CA 94010
- San Francisco General Hospital
1001 Potrero Ave.
San Francisco, CA 94110
- San Mateo Medical Center
222 39th Ave.
San Mateo, CA 94403
- Sequoia District Hospital
170 Alameda de las Pulgas
Redwood City, CA 94062
- Seton Medical Center Daly City
1900 Sullivan
Daly City, CA 94015
- Seton Coastside
Marine Blvd. & Etheldore
Moss Beach, CA 94038
- Stanford University Medical Center
300 Pasteur Drive
Palo Alto, CA 94305

B. Services shall be provided 24 hours/7 days a week, every day of the year.

C. Each of Contractor's phlebotomists providing service under this agreement will be licensed by the State of California as CPT1 or greater.

D. Contractor will be notified by telephone by the dispatch service of the requesting law enforcement agency when phlebotomy service is required.

1. Contractor must provide a phlebotomist at the designated site within 40 minutes 90% of the time of the telephone request.

2. Phlebotomist must report to the site designated by the County/law enforcement agency dispatch service.
- E. Contractor will provide phlebotomists who are certified by the California State Department of Health Services to draw blood in accordance with sound medical practices. All phlebotomists provided by Contractor will require a Sheriff's background check prior to being allowed in the Correctional facilities. Phlebotomist may be required to participate in blood-draws with or without the consent of the individual, as required by the presenting situation. A request form, prepared by an officer of the arresting agency, and a check list will be required by the Contractor.
 - F. Contractor will obtain blood alcohol kits and supplies (including needles, syringes, gloves) from the Sheriff's Office Crime Lab, which will be provided without charge. Other equipment and supplies, such as genetic marker kits will be provided by the Sheriff's Office at the Maguire Correctional Facility.
 - G. When requested, Contractor will appear in court at the requested time for cases as a result of services rendered pursuant to subpoena at no additional cost.
 - H. Contractor will contact designated County staff or First Chance Manager monthly to discuss any concerns, issues, and exchange information. Contractor will be available to meet if requested during the regular work week hours to discuss any issues related to Contractor's services.
 - I. Contractor will bring supplies from the Sheriff's Office Crime Lab to First Chance Drop-off Center and to other non-medical sites. Contractor will supply Sharps disposal containers, needles, tourniquets, gloves, and will include a copy of declaration of person qualified to perform ventipuncture.
 - J. County will be single point of contact for all operational issues requiring attention and resolution. Contractor will not directly approach the various law enforcement agencies. Contractor will meet regularly at the request of County to address any operational issues.
 - K. Contractor will cooperate with local law enforcement efforts during planned regional or County DUI Strike operations, such as "Avoid the 23" by increasing available staffing.
 - L. Contractor will provide regular statistical and management reports as requested by County.

EXHIBIT B PAYMENT & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CENTRAL MEDICAL LABORATORY

In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

1. RATE SCHEDULE.

- A. County will pay Contractor \$95 per blood draw except for the locations listed below in which County will pay the following:

LOCATION PRICING PER DRAW

| | |
|----------------------------------|-------|
| First Chance - So. San Francisco | \$115 |
| Kaiser - So. San Francisco | \$115 |
| San Francisco General | \$135 |
| Mills-Peninsula | \$100 |
| Seton Coastside | \$150 |
| Stanford Medical Center | \$125 |
| South San Francisco | \$115 |
| Half Moon Bay | \$150 |
| Atherton | \$100 |
| Daly City | \$115 |
| Pacifica | \$150 |
| Moss Beach | \$150 |
| Colma | \$125 |
| Millbrae | \$100 |
| Hillsborough | \$100 |
| Brisbane | \$120 |

2. PAYMENTS.

- A. Contractor shall prepare and submit a monthly invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. Invoices will include name of individual, requesting law enforcement agency, case number, date and technician's initials.
- B. In any event, the County's total payment for Contractor's services shall not exceed \$564,000 during the term of this agreement. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

FACSIMILE

FROM:
 GINGER L. BALKUS
 MANAGEMENT ANALYST
 SAN MATEO COUNTY SHERIFF'S OFFICE
 400 County Center, Redwood City, CA 94063
 Phone (650) 363-7819 - Fax (650) 599-1023

TO: FAIZA STEELE, RISK MANAGEMENT ANALYST
 FAX: 363-4864
 RE: INSURANCE REQUIREMENTS

DATE: 8/20/2009
 Total pages, including cover: 06

| | | | |
|----------------------------------|---|------------|-----|
| CONTRACTOR'S NAME: | CENTRAL MEDICAL LABORATORY | | |
| IS TRAVEL REQUIRED? | YES | EMPLOYEES: | YES |
| SERVICES PROVIDED BY CONTRACTOR: | Provide forensic phlebotomy services to the County. | | |

| INSURANCE COVERAGE | AMOUNT | APPROVE | WAIVE | MODIFY |
|---------------------------------|--------------|-------------------------------------|-------------------------------------|--------------------------|
| COMPREHENSIVE GENERAL LIABILITY | \$ 1mil | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MOTOR VEHICLE LIABILITY | \$ 1mil | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PROFESSIONAL LIABILITY | \$ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| WORKER'S COMPENSATION | \$ statutory | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- Please waive insurance requirements.
- Please review the following Insurance Certificate.



 SIGNATURE

DATE: 8/26/09

Policy Number:

Date Entered: 7/31/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)


| | | | |
|--|--|---|---------------|
| PRODUCER ALLANSON INSURANCE AGENCY 9500 Sequel Drive Aptos, CA 95003 Phone: (831) 685-0101 Fax: (831) 685-0202 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Central Medical Lab Inc. PO Box 28188 San Jose, CA 95159 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Nautilus Insurance Co | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/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 | IN902206 | 6/17/2010 | 6/17/2010 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 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 type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | |

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

| | |
|---|---|
| CERTIFICATE HOLDER County of San Mateo attn Sheriff Office 400 County Center Redwood City, CA 94063-1662 | 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  |
|---|---|

| | | |
|--|---|--------------------------------|
| ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE | | DATE(MM/DD/YYYY) 05/14/2009 |
| PRODUCER Allanson Insurance Agency Aptos Insurance Agency, dba: 9500 Soquel Drive Aptos, CA 95003 INSURED CENTRAL MEDICAL LABORATORY INC. P.O BOX 28188 SAN JOSE, CA 95126 | 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# |
| | INSURER A: Evanston Insurance Co. | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR INSUR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS |
|-------------------------|---|---------------|------------------------------------|-------------------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ |
| | UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER ERRORS & OMISSIONS | SM-864994 | 05/21/2009 | 05/21/2010 | \$2,000,000 AGG \$2,000,000 OCC |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 EVIDENCE OF INSURANCE ONLY
 *10 DAYS NOTICE OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM.

| | |
|--|---|
| CERTIFICATE HOLDER COUNTY OF SAN MATEO SHERIFF'S OFFICE ATTN: FISCAL SERVICES BUREAU 400 COUNTY CENTER 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 |
|--|---|

George [Signature]
 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2009


| | | |
|---|---|---------------|
| PRODUCER Agentsecure 1612 Summit Avenue Suite 100 Fort Worth, TX 76102 | 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 Central Medical Lab Inc. P.O. Box 28188 San Jose, CA 95159 | INSURER A: Transportation Insurance Co | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 2090599273 | 05/21/09 | 05/21/10 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| 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 | 2090599273 | 05/21/09 | 05/21/10 | 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 \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | OTHER | | | | |

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

| | |
|--|---|
| CERTIFICATE HOLDER County of San Mateo Attn: Sheriff Office 400 County CTR Redwood City, CA 94063 | CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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  |
|--|---|



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-20-2009

GROUP:
POLICY NUMBER: 1895130-2008
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 12-01-2009
12-01-2008/12-01-2008

COUNTY OF SAN MATEO
SHERIFF OFFICE
400 COUNTY CTR
REDWOOD CITY CA 94063-1882

NG

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2009-08-20 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF SAN MATEO

- ENDORSEMENT #1800 - ARTHUR SCHWARTZ DIRECTOR - EXCLUDED.
ENDORSEMENT #1800 - MARC SEPTTEL DIRECTOR - EXCLUDED.
ENDORSEMENT #1800 - DANIEL SPILMAN PRESIDENT - EXCLUDED.
ENDORSEMENT #1800 - LAWRENCE POREE DIRECTOR - EXCLUDED.
ENDORSEMENT #1800 - EDWARD BRADBURY DIRECTOR - EXCLUDED.
ENDORSEMENT #1800 - BRYAN MCCLEVE DIRECTOR - EXCLUDED.
ENDORSEMENT #1800 - LEROY RASI DIRECTOR - EXCLUDED.
ENDORSEMENT #1800 - PHILIP KNORR DIRECTOR - EXCLUDED.

EMPLOYER

WATSONVILLE SURGEON'S GROUP INC.
1595 SOQUEL DR STE 230
SANTA CRUZ CA 95085

NG

[B10,NG]



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

ADDENDUM TO PAGE 1

ISSUE DATE: 08-20-2009

GROUP:
POLICY NUMBER: 1885190-2008
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 12-01-2009
12-01-2008/12-01-2009

COUNTY OF SAN MATEO
SHERIFF OFFICE
400 COUNTY CTR
REDWOOD CITY CA 94063-1862

NG

- ENDORSEMENT #1800 - DAVID ABDOO DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - LAWRENCE SPINGOLA DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - CONRAD HAMAKO DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - JOHN CROWDER DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - MARK ROSEN SECRETARY-TREASURER - EXCLUDED.
- ENDORSEMENT #1800 - THOMAS BARKER DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - STEVEN SMITH DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - DAVID BENJAMIN DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - JULIO LOPEZ DIRECTOR - EXCLUDED.
- ENDORSEMENT #1800 - WILLIAM HOPKINS VICE PRESIDENT - EXCLUDED.

EMPLOYER

WATSONVILLE SURGEON'S GROUP INC.
1595 SOQUEL DR STE 230
SANTA CRUZ CA 95065

NG

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

FRANK AMMON
Name of 504 Person - Type or Print

CENTRAL MEDICAL LAB.
Name of Contractor(s) - Type or Print

15 TULLMAN AVE.
Street Address or P.O. Box

SAN JOSE, CA. 95126
City, State, Zip Code

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

Frank Ammon
Signature

Pres
Title of Authorized Official

8-26-09
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO CONTRACTOR'S DECLARATION FORM

| I. CONTRACTOR INFORMATION | | | |
|---------------------------|--|--------|---------------------|
| CONTRACTOR NAME: | CENTRAL MEDICAL LABORATORY | PHONE: | <i>408-295-9845</i> |
| CONTACT PERSON: | <i>Frank Ammod</i> | FAX: | <i>408-295-4955</i> |
| ADDRESS: | <i>15 Tillman Ave. San Jose, CA. 95126</i> | | |

| 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. |
| <input type="checkbox"/> Contractor complies with the County's Equal Benefits Ordinance by: <ul style="list-style-type: none"> <input type="checkbox"/> offering equal benefits to employees with spouses and employees with domestic partners. <input type="checkbox"/> offering a cash equivalent payment to eligible employees in lieu of equal benefits. |
| <input type="checkbox"/> Contractor does not comply with the County's Equal Benefits Ordinance. |
| <input checked="" type="checkbox"/> Contractor is exempt from this requirement because: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000. <input type="checkbox"/> 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) |
|--|
| <input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/> 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) |
|--|
| <i>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.</i> |
| <input checked="" type="checkbox"/> Contractor complies with the County's Employee Jury Service Ordinance. |
| <input type="checkbox"/> Contractor does not comply with the County's Employee Jury Service Ordinance. |
| <input type="checkbox"/> Contractor is exempt from this requirement because: <ul style="list-style-type: none"> <input type="checkbox"/> the contract is for less than \$100,000 <input type="checkbox"/> 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.

Frank Ammod
SIGNATURE

Frank Ammod
PRINTED NAME

8-26-09
DATE

Pres
TITLE