

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
SAN MATEO COUNTY CENTRAL LABOR COUNCIL / AFL-CIO**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo  
County Central Labor Council/AFL-CIO, 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  
performing the professional services hereinafter described for the Health Services Agency,  
Health Services Administration Division.

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

**1. Exhibits.**

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

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  
contract exceed ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED FIFTY  
DOLLARS (\$114,550).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from September 1, 2003, through December 31, 2004.

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

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

**5. Availability of Funds.**

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

**6. Relationship of Parties.**

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

**7. Hold Harmless.**

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

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

**8. Assignability and Subcontracting.**

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

**9. Insurance.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

Such insurance shall include:

|   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

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

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

**10. Compliance with laws; payment of Permits/Licenses.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination.**

- A. *Section 504 applies only to 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 contract.
- 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 Contractors 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records.**

Contractor shall maintain all required records for three 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.

**13. Merger Clause.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law.**

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

**15. Notices.**

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

**In the case of County, to:**

San Mateo County Health Services Agency  
Margaret Taylor, Director  
225 37th Avenue  
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

**In the case of Contractor, to:**

San Mateo County Central Labor Council / AFL-CIO  
Shelley Kessler  
1153 Chess Drive, Ste. 200  
Foster City, CA 94404

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

San Mateo County Central Labor Council AFL-CIO

*Sully Kessler*  
Contractor's Signature

Date: 1/8/04

Long Form Agreement/Business Associate

## Schedule A

### San Mateo County Central Labor Council

1. Contractor shall meet the following performance targets:
  - a. Increase 100 children, youth, and families' awareness, understanding, and perception of Medi-Cal, Healthy Families, and Healthy Kids (MC/HF/HK) per month through such activities as information dissemination and presentations.
  - b. Conduct at least one outreach activity per month either via presentations or informational tables targeting labor union employees and families.
  - c. Assist families with the application process so that 350 children are enrolled into Medi-Cal, Healthy Families and Healthy Kids.
  - d. Assist families with the application process so that 200 children are re-enrolled into Medi-Cal, Healthy Families and Healthy Kids. The One-e-App system as well as Health@Work documents from previous enrollments will facilitate these reenrollments.
  - e. Conduct at least 75 percent of enrollment assistance activities at sites where a large number of current or potential union members are present.
  - f. Over 1,000 union families with children will receive culturally and linguistically appropriate facts sheets and information on childhood obesity and related health issues now being faced by children.
  - g. Provide "Taking Control of Your Health" to at least 120-150 union members who will encourage several hundred union member colleagues and families to participate in Health@Work health education to prevent and reduce risks associated with diabetes and related conditions.
  - h. Conduct individual disease education classes on childhood obesity, diabetes and asthma to 150-200 union member parents who cannot attend the "Taking Control of Your Health" sessions.
  - i. Expand the number of Union Locals participating with Health@Work from seven local unions to nine local unions, particularly those representing workers in the airline industries to design and deliver programs to improve health such as peer to peer health education, family support and health campaigns.
  - j. Submit at least two grant proposals to private foundations in order to sustain Health@Work activities beyond the CAP grant period.
2. Contractor shall provide the following services:
  - a. Expand the eight-week "Taking Control of Your Health" chronic disease education curriculum to include additional information on childhood obesity, diabetes and asthma to better inform union workers about health risks faced by their children.
  - b. Inform children and families regarding HF/MC/HK by conducting presentations for labor union employees and families.
  - c. Develop an updated outreach, enrollment, health navigation and retention work plan by March 31, 2004.



- d. Implement vigorous health navigation and retention plan that ensures all enrolled families understand their benefits and are assisted with re-enrollment.
  - e. Maintain a weekly enrollment schedule to accommodate needs of union parents seeking assistance.
  - f. Conduct all application assistance for HF/MC/HK via One-E-App and ensure that all staff Certified Application Assistants (CAAs) are trained on the application programs.
  - g. When key staff is not available for enrollment assistance, Contractor will refer eligible individuals to the Health Services Community Health Advocate ensuring that the clients receive health coverage.
  - h. Participate in county-wide health enrollment events by providing staff CAAs.
  - i. Assist families referred by Health Services Community Health Advocates.
3. Contractor shall attend and participate in the following contract related meetings and complete the following reporting requirements:
- a. One of Contractor's key staff for HF/MC/HK outreach will meet with Health Services' HF/MC/HK Outreach coordinator every quarter for on-going training on HF/MC/HK outreach and enrollment activities.
  - b. The Contractor's key staff for HF/MC/HK outreach will attend the monthly Community Based CHI Coalition meetings in order to respond to evolving enrollment, coverage and retention issues.
  - c. Contractor shall provide a report each month on the number of children that have been reached through dissemination of outreach materials, screened for eligibility, assisted with HF/MC/HK enrollment and re-enrollment, referred to Community Health Advocates and other data as needed.
  - d. The County is developing a plan for a long-term evaluation of the Children's Health Initiative. The Contractor will be expected to participate in this evaluation by providing information on their work associated with this project to the evaluation team as requested.
  - e. Contractor will provide quarterly reports that provide a written summary of progress to date on the performance targets and services outlined in sections 1 and 2.
  - f. Contractor will attend CAP partner meetings, as directed by the CAP project director and work collaboratively with El Concilio and Health Services CAP staff to share resources, best practices, and lessons learned leading to improved access to health care for underserved populations.
  - g. Contractor will participate in the Robert Wood Johnson Cover the Uninsured Activities.
  - h. Contractor will participate, as needed, with the HCAP evaluation being conducted by Harder and Company and will recruit 35-40 clients to participate in the Harder survey.
  - i. Contractor will meet at least two times during the grant cycle with Health Services CAP staff to discuss progress on grant related services.

## **Schedule B**

### **San Mateo County Central Labor Council**

#### Payment Schedule

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement:

- A. Contractor shall be paid a total of ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND FIFTY DOLLARS (\$114,550) for the term of the agreement.
- B. Contractor shall invoice the County for \$50,000 prior to the first quarterly report of 2004. Contractor may invoice for the amount of \$50,000 upon approval of Contractor's second quarterly report of 2004 verifying that requested services are being completed according to the quality and quantity agreed upon by both parties. Contractor will invoice for the final \$14,550 upon approval of the Contractor's final quarterly report of 2004 which also verifies that requested services have been completed according to the quality and quantity agreed upon by both parties.

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

### Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: SAN MATEO COUNTY CENTRAL LABOR COUNCIL
Contact Person: SHELLEY KESSLER
Address: 1153 CHESS DR #200, FOSTER CITY CA 94404
Phone Number: 650 572-8848 Fax Number: 650 572 2481

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] Yes \_\_\_ No

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 8 day of January, 2004 at Foster City, CA (City) (State)

Shelley Kessler
Signature

SHELLEY KESSLER
Name (Please Print)

EXECUTIVE SEC. TREAS.
Title

94-0376370
Contractor Tax Identification Number

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** December 12, 2003  
**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
**FROM:** Natalie Brunamonte  
FAX: 2116 PONY: HLT312  
**SUBJECT:** Contract Insurance Approval

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

CONTRACTOR NAME: San Mateo County Central Labor Council/AFL-CIO

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Less than 15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: The Central Labor Council, through its Health@Work program, will work with its union members on education and management programs that reduce chronic conditions among children and families. In addition, Health@Work will provide outreach, enrollment and retention services among its members for Medi-Cal, Healthy Families and Healthy Kids.

The following will be completed by Risk Management:

| INSURANCE COVERAGE:             | Amount    | Approve                             | Waive                               | Modify                   |
|---------------------------------|-----------|-------------------------------------|-------------------------------------|--------------------------|
| Comprehensive General Liability | \$1m      | <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           | statutory | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

REMARKS/COMMENTS:

Priscilla Morse  
Risk Management

12/15/03  
Date



**STATE FARM INSURANCE COMPANIES**

State Farm General Insurance Company

6400 State Farm Drive  
Rohnert Park, CA 94926-0001

W2719-F151 FU 3

COUNTY OF SAN MATEO  
1153 CHESS DR STE 200  
FOSTER CITY CA 94404-1197



Insured: SAN MATEO COUNTY CENTRAL LABOR  
COUNCIL AFL-CIO

Locations: Refer to schedule page

Add Ins-II: UNITED WAY OF BAY AREA

Add Ins-II: COUNTY OF SAN MATEO

**Forms, Options, and Endorsements**

|                                |           |
|--------------------------------|-----------|
| Special Form 3                 | FP-6143   |
| Emp Dishonesty \$10,000        | OPT ED    |
| Amendatory Endorsement         | FE-6205   |
| Tree Debris Removal            | FE-6451   |
| Policy Endorsement             | FE-6506.2 |
| Policy Endorsement-Business    | FE-6464   |
| Personal Injury Exclusion      | FE-6346   |
| Glass Deductible - Section I   | FE-6538.1 |
| Additional Insured             | FE-6320   |
| Terrorism Insurance Cov Notice | FE-6999   |
| Protective Safeguard           | FE-6303   |
| Advertising Injury Excl        | FE-6345   |

Continued on next page

**RENEWAL CERTIFICATE**

|                         |                               |
|-------------------------|-------------------------------|
| <b>POLICY NUMBER</b>    | 97-C3-1743-5                  |
| <b>BUSINESS-OFFICE</b>  | FEB 15 2004 to FEB 15 2005    |
| <b>DATE DUE</b>         | <b>PLEASE PAY THIS AMOUNT</b> |
| PAID BY SPECIFIED PARTY |                               |

**Coverages and Limits**

**Section I**

|                              |              |
|------------------------------|--------------|
| A Buildings                  | See Schedule |
| B Business Personal Property | See Schedule |
| C Loss of Income             | Actual Loss  |

**Deductibles - Section I**

|   |     |
|---|-----|
| Basic   | 250 |
| Other deductibles may apply - refer to policy |     |

**Section II**

|   |             |
|---|-------------|
| L Business Liability                          | \$1,000,000 |
| M Medical Payments                            | 5,000       |
| Gen Aggregate (Other than PCO)                | 2,000,000   |
| Products-Completed Operations (PCO Aggregate) | 2,000,000   |

|                        |                 |
|------------------------|-----------------|
| <b>Annual Premium</b>  | \$831.00        |
| Forms, Opts, & Endrmnt | 38.00           |
| Bus Liability - Cov L  | 30.00           |
| <b>Total Amount</b>    | <b>\$899.00</b> |

**Premium Reductions**

Your premium has already been reduced by the following:

- Renewal Year Discount
- Yrs in Business Discount
- Enclosed Building
- Continued on supplemental
- Cov. A - Inflation Index: N/A
- Cov. B - Consumer Price: 185.2

*Thanks for letting us serve you...*  
Agent **JERRY SELVITELLA**  
Telephone (650) 343-5976

Prepared DEC 09 2003

17 3201 1391  
See reverse side for important information.  
Please keep this part for your record.



**INSURANCE COMPANIES**

General Insurance Company  
 State Farm Drive  
 Inert Park, CA 94926-0001

N-2719-F151 FU 3

SAN MATED COUNTY CENTRAL LABOR  
 COUNCIL AFL-CIO  
 1153 CHESS DR # 200  
 FOSTER CITY CA 94404-1197



Location: 1153 CHESS DR 200  
 FOSTER CITY CA

Add Ins-II: UNITED WAY OF BAY AREA

**Forms, Options, and Endorsements**

|                              |           |
|------------------------------|-----------|
| Special Form 3               | FP-6143   |
| Dishonesty \$10,000          | OPT ED    |
| Amendatory Endorsement       | FE-6205   |
| Tree Debris Removal          | FE-6451   |
| Policy Endorsement           | FE-6506.1 |
| Policy Endorsement-Business  | FE-6464   |
| Personal Injury Exclusion    | FE-6346   |
| Glass Deductible - Section I | FE-6538.1 |
| Additional Insured           | FE-6320   |

**RENEWAL CERTIFICATE**

|                        |                            |
|------------------------|----------------------------|
| <b>POLICY NUMBER</b>   | 97-C3-1743-5               |
| <b>BUSINESS-OFFICE</b> | FEB 15 2003 to FEB 15 2004 |
| <b>DATE DUE</b>        | PLEASE PAY THIS AMOUNT     |
| FEB 15 2003            | \$734.                     |

**Coverages and Limits**

**Section I**

|                              |             |
|------------------------------|-------------|
| A Buildings                  | Exclude     |
| B Business Personal Property | 64,800      |
| C Loss of Income             | Actual Loss |

**Deductibles - Section I**

|   |    |
|---|----|
| Basic   | 25 |
| Other deductibles may apply - refer to policy |    |

**Section II**

|   |             |
|---|-------------|
| L Business Liability                          | \$1,000,000 |
| M Medical Payments                            | 5,000       |
| Gen Aggregate (Other than PCO)                | 2,000,000   |
| Products-Completed Operations (PCO Aggregate) | 2,000,000   |

|                        |              |
|------------------------|--------------|
| <b>Annual Premium</b>  | \$658        |
| Forms, Opts, & Endrmnt | 38           |
| Bus Liability - Cov L  | 24           |
| CA Surcharge           | 14           |
| <b>Amount Due</b>      | <b>\$734</b> |

**Premium Reductions**

Your premium has already been reduced by the following:

- Renewal Year Discount
- Yrs in Business Discount
- Claim Record Discount

Cov. A - Inflation Index: N/A  
 Cov. B - Consumer Price: 181.3

*Thanks for letting us serve you...*  
 Agent **JERRY SELVITELLA**  
 Telephone (650) 242-5076

17 3096 3321

See reverse side for important information.  
 Please keep this part for your record.