

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
WORLDWAYS, INC DBA WORLDWAYS SOCIAL MARKETING**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and Worldways, Inc dba Worldways Social Marketing, hereinafter called  
"Contractor";

**W I T N E S S E T H:**

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 providing professional services to produce an emergency preparedness guide (the "Pocket Guide"). Services shall include production management, and planning and implementation of a media campaign to distribute the brochures.

**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 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 SIXTY SIX THOUSAND ONE HUNDRED NINETY FIVE DOLLARS (\$166,195).

**4. Term and Termination.**

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

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

In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

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

**11. Non-Discrimination.**

- 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 contract (this paragraph needed only if services provided to members of the public).
- 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:** Beverly Thames, Public Information Officer  
Office of the Director  
San Mateo County Health Services Agency  
225-37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-3935  
bthames@co.sanmateo.ca.us

**In the case of Contractor, to:**  
Worldways Social Marketing  
Attention: Maureen Cronin, Vice President  
6030 Greenwood Plaza Boulevard #110  
Greenwood Village, CO 80112

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

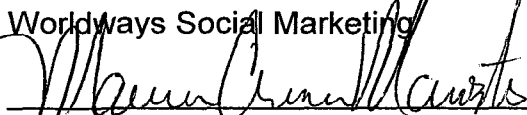
COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Worldways Social Marketing  
  
\_\_\_\_\_  
Contractor's Signature

  
\_\_\_\_\_  
Date

Long Form Agreement/Non Business Associate

## Exhibit "A"

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

Contractor shall provide professional services to produce an emergency preparedness guide (the "Pocket Guide"). Services shall include production management, and planning and implementation of a campaign to distribute the brochures.

340,000 Pocket Guides will be produced in English; 36,000 will be produced in Spanish. English brochures will be sent via US mail to the 283,510 households in San Mateo County. These mailers will include a Call to Action Statement in Spanish for obtaining a Spanish Pocket Guide. In addition, Spanish language brochures will be distributed through a targeted grass roots campaign, including placement of brochures in store, and placement of brochures in neighborhoods with door hangers.

The table and calendar below further detail the services, costs, and delivery dates for this contract.

Item	Quantity	Cost	Description
<b>Direct Mail Piece.</b> A 6 x 9 direct mail piece folded to 6 x 4.5 with pocket guide glued in and tabbed shut -- piece would be 2 color	283,510	\$33,531.00	
<b>Pocket Guides</b>	340,000 English 36,000 Spanish	\$48,000.00	
<b>Postage</b>	283,510	\$45,362.00	United States Postal Service quotes the cost at .16 per piece; any change in US Postage rates will effect this charge
<b>Mail list of households</b>	283,510	\$3,361.00	List is for Resident at Address
<b>Grassroots: In Store Placement of Pockets Guides</b>	13,000	\$13,823.00	The pocket guides would be placed in displays on counter tops in stores, laundromats, nail salons, bodegas throughout Daly City/South San Francisco/San Bruno/East Palto Alto/Fair Oaks/Redwood City/East Menlo Park
<b>Grassroots: Door Hangers</b> with pocket guide and printed card	13,000	\$19,118.00	The door hangers are plastic bags that hold the Pocket Guide and a small information card. They would be hung on door knobs in the predominately Spanish speaking neighborhoods throughout Daly City/South San Francisco/San Bruno/East Palo Alto/Fair Oaks/Redwood City/East Menlo Park
<b>Shipping and Handling</b> of Spanish version grassroots distribution, English to mail house, English 66,490 to San Mateo County and Spanish to grassroots distributor		\$2,200.00	This is an estimate only based on approximate weight and box number
<b>Newspaper Ads.</b> Supply 2 EPS or PDF files	2	\$800.00	San Mateo County to give specifications of ads as requested by publications
<b>Total Cost for Services</b>		<b>\$166,195.00</b>	
California Sales Tax (8.25%)		\$13,711.00	To be paid directly to the state by County.
<b>Contract Total</b>		<b>\$179,906.00</b>	



**SAN MATEO PRODUCTION SCHEDULE**

**SM = San Mateo**

**WSM = Worldways Social Marketing**

**PG = Pocket Guide**

**GR = Grass Roots**

**SEPTEMBER 2004**

S	M	T	W	T	F	S
			1 Contract Begins	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 Signed approval from SM to WSM	21	22 WSM fwd files to printer	23	24	25
26	27 WSM receives printers proof	28 Print production begins	29	30		

**OCTOBER 2004**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13 Printer fwd PG's to Mail House, SM, & GR	14	15	16
17	18	19 PG's arrive Mail House - Fulfillment begins	20	21	22	23
24	25	26	27	28	29	30
31						

**NOVEMBER 2004**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 GR placement	16 GR placement	17 Direct Mail Drop Date GR placement	18 Direct Mail Drop Date GR placement	19 Direct Mail Drop Date GR placement	20
21	22 Direct Mail Arrival	23 Direct Mail Arrival	24 Direct Mail Arrival	25 thanksgiving	26	27
28	29	30				

## Exhibit "B"

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

The total amount to be paid to the Contractor shall not exceed \$166,195. (County acknowledges responsibility for paying sales tax directly to the state of California for a total of \$13,711.)

The Contractor shall submit an invoice for the cost of postage (\$45,362), with payment to be received by October 11, 2004. The Contractor shall submit a single invoice for the remainder of the contract amount, not to exceed \$120,833 as soon as the mailing and/or grassroots distribution starts, which will be no later than November 15, 2004. The invoice will be payable 30 days following the County's receipt of the invoice.

The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** May 10, 2004  
**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
**FROM:** Natalie Brunamonte PONY: HLT312  
FAX: 2116  
**SUBJECT:** Contract Insurance Approval

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

**CONTRACTOR NAME:** Worldways

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

**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:** More than 15

**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:**

Contractor shall produce and coordinate the distribution of an emergency preparedness guide for all San Mateo County residents.

**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability		<input type="checkbox"/>	<input checked="" 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	<i>statutory</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

*Priscilla Morse* 5-11-04  
Risk Management Signature Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2004

ISSUER (303)986-1539 FAX (303)989-8755  
DDRILL INSURANCE, INC  
PO BOX 27299  
DENVER, CO 80227

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 Worldways Inc  
6030 Greenwood Plaza Blvd #110  
Greenwood Village, CO 80111

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS INDEMNITY	25674
INSURER B: Pinnacle Assurance	
INSURER C: Burns & Wilcox Ltd.	
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.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	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	I6802641A826TCT04	03/23/2004	03/23/2005	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ex. Occurrences)				\$ 300,000
	MED EXP (Any one person)				\$ 5,000
	PERSONAL & ADV INJURY				\$ 1,000,000
	GENERAL AGGREGATE				\$ 2,000,000
	PRODUCTS - COMPROP AGG				\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
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	I6802641A826TCT04	03/23/2004	03/23/2005	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	BODILY INJURY (Per person)				\$
	BODILY INJURY (Per accident)				\$
	PROPERTY DAMAGE (Per accident)				\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ISFCUP3970W512IND03	03/23/2004	03/23/2005	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE				\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4058360	06/01/2004	06/01/2005	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	E.L. EACH ACCIDENT				\$ 100,000
	G.L. DISEASE - EA EMPLOYEE				\$ 500,000
	E.L. DISEASE - POLICY LIMIT				\$ 100,000
C	OTHER errors and omissions liability	GUG620464	06/01/2003	06/01/2004	Limit is \$1,000,000 deductible \$15,000

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

Certificate holder is also listed as loss payee and additional insured.

### CERTIFICATE HOLDER

### CANCELLATION

County of San Mateo, California  
County of San Mateo Health Services  
2253 37th Ave  
San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Blairne Harting*