

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE LEWIN GROUP**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE LEWIN GROUP, 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 forecasting and providing specific details on service needs in the areas of housing, health care and transportation which are specific to San Mateo County's future aging population for the years 2020-2030 and for developing a model for future projections.

**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

**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 Two Hundred Ninety Three Thousand Seven Hundred and Fifty Dollars, \$293,750.

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2006 through September 1, 2007.

This Agreement may be terminated by Contractor, the Director of the Health Department 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 Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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. 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 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
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

- 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.
- G. *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.

**12. Retention of Records, Right to Monitor and Audit**

(a) 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.

(b) 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.

(c) 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.

**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. 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.

**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:**

SaraT Mayer, Health Policy Analyst,  
Health Policy, Planning and Promotion  
San Mateo County Health Department  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

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

Lisa Maria B. Alecxih, Vice President, Center on Long Term Care  
The Lewin Group  
3130 Fairview Park Drive, Suite 800  
Falls Church, VA 22042

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

COUNTY OF SAN MATEO

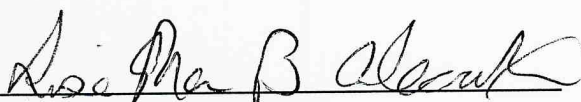
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

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

The Lewin Group

  
Contractor's Signature

Date: 7-7-06

Long Form Agreement/Non Business Associate v 1/09/06



Exhibit "A"

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

**Overall:**

1. Facilitate a planning process based on expertise in the area of aging with key stakeholders to further refine their goals for the project and project outputs.
2. Conduct analysis in order to meet the following objectives, as well as additional items defined through the aforementioned planning process
  - a) Use existing demographic data for San Mateo County in conjunction with key indicators to model and project the characteristics of the future aging population for the years 2020-2030 including (but not limited to) mobility, health status, primary language, location of residence within the county, ethnicity, income level and age distribution.
  - b) Conduct a countywide community survey of 'baby boomers' to complement quantitative data with a qualitative analysis of the future aging population and to refine available state and national data with relevant local information.
  - c) Forecast and provide specific details on service needs in the areas of housing, health care and transportation which are specific to San Mateo County's future aging population.
3. Facilitate and conduct a 'refinement phase' in collaboration with key stakeholders based on the initial findings to answer additional questions arising out of the data analysis and to make appropriate modifications to the project that will improve the usefulness of the final product for making local policy decisions and provide best practice background to inform these decisions.

| <b>Task</b>  | <b>Time Frame</b>              | <b>Deliverable</b> |
|--|--------------------------------|--------------------|
| 1. Regular Check-in Call with Internal Project Lead and others as appropriate                            | Monthly                        | Phone Calls        |
| <b><i>Planning Phase</i></b>   | <b><i>August-September</i></b> |                    |
| 2. Kick-Off Call   | Week 1                         | Phone Call         |
| 3. First In-Person Planning Meeting: Establish desired projection elements and priority for each element | Week 6                         | In-Person Meeting  |

|  |                             |  |
|--|-----------------------------|--|
| 4. Draft Model Specifications: Based on input from the steering committee, complete draft model specifications will be documented  | Weeks 1-10                  |  |
| 5. Draft Survey Questions: Based on data needs identified by the draft model specifications, survey questions will be developed  | Weeks 1-10                  |  |
| 6. Second Planning Meeting: Complete draft model specifications shared with committee  | Week 10                     | Draft Model Specifications<br>Draft Survey Questions |
| <b>Implementation Phase</b>  | <b>September - February</b> |  |
| 7. Conduct Survey: Two month field period conducted by subcontractor Bacelice & Associates (see payment below); Survey will include sampling and translation into Spanish, Tagalog and Mandarin with the option of substituting the Mandarin language survey for a Mandarin language focus group at the discretion of the contractor | Months 3-4                  |  |
| 8. Focus Groups: Conducted by subcontractor Mike Watt (see payment below); Three focus groups will be conducted with providers; If the Mandarin language focus group is substituted for the Mandarin language survey, this focus group will take place during this time  | Months 3-6                  | Focus Group Questions                                |
| 9. Model Development: Based on approved draft specification.   | Months 4-8                  |  |
| 10. Population Projection Memo: Outlines methodology and initial results for the population projections accounting for in and out migration and stratification by income, racial/ethnic group, preferred language, region of residence, disability, age, urban and rural residence.  | Month 6                     |  |
| <b>Refinement Phase</b>  | <b>March-August</b>         |  |
| 11. Interim Report: Including results of work to date, model projection output and outline of issues encountered and resolution  | Month 8                     | Interim Report                                       |
| 12. First Refinement Meeting   | Month 9                     | Meeting  |

|  |                                 |                              |
|--|---------------------------------|------------------------------|
| 13. Planned Refinements Memo #1: Based on input from Steering Committee, planned refinements in the model and methodology will be detailed | Month 10                        | Memo                         |
| 14. Second Refinement Meeting: Results from initial model refinement presented to Steering Committee for comments                          | Month 11                        | Meeting                      |
| 15. Planned Refinements Memo #2: Based on input from Steering Committee, planned refinements in the model and methodology will be detailed | Month 12                        | Memo                         |
| 16. Final Model and Documentation  | Month 13                        | Final Model Submitted        |
| 17. Briefing Presentation  | Month 13                        | Presentation<br>Final Report |
| <b><i>Project Completion</i></b>   | <b><i>September 1, 2007</i></b> |                              |

Exhibit "B"

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

The contractor shall submit invoices on upon completion of each task according to the contract term. The total invoices may not exceed \$293,750.

Subcontractors permissible under this agreement are: Baselice & Associates; Mike Watt; Stephen Golant; John Pitkin, to be paid by the primary contractor.

After completing all of the tasks, presenting the final report, and providing an itemized account of all staff hours and costs related to the project, the Contractor will submit an invoice for the final tasks.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: The Lewin Group, Inc.
Contact Person: Jill Toth, HR Business Partners
Address: 3130 Fairview Park Dr., Suite 800
Falls Church, VA 22042
Phone Number: 703-269-5552
Fax Number: 703-269-5788

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.

Jill Toth
Signature
HR Business Partner
Title

Jill Toth
Name (Please Print)
7/6/06
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2006

**PRODUCER**  
Aon Risk Services, Inc. of Pennsylvania  
One Liberty Place  
1650 Market Street  
Suite 1000  
Philadelphia PA 19103 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

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**  
The Lewin Group  
(QLEW)  
3130 Fairview Park Drive, Suite 800  
Falls Church VA 22042 USA

| INSURERS AFFORDING COVERAGE |                                   | NAIC # |
|-----------------------------|-----------------------------------|--------|
| INSURER A:                  | Twin City Fire Insurance Company  | 29459  |
| INSURER B:                  | Hartford Fire Insurance Co.       | 19682  |
| INSURER C:                  | Hartford Ins Co of the Midwest    | 37478  |
| INSURER D:                  | Syndicate #2623 Lloyd's of London | 0005FI |
| 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 LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER                   | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |             |
|----------|-------------|--|---------------------------------|------------------------------------|-------------------------------------|---|-------------|
| A        |             | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 39CSEC73902                     | 04/01/06                           | 04/01/07                            | EACH OCCURRENCE   | \$1,000,000 |
|          |             |  |                                 |                                    |                                     | DAMAGE TO RENTED PREMISES (EA occurrence)   | \$300,000   |
|          |             |  |                                 |                                    |                                     | MED EXP (Any one person)  | \$10,000    |
|          |             |  |                                 |                                    |                                     | PERSONAL & ADV INJURY   | \$1,000,000 |
|          |             |  |                                 |                                    |                                     | GENERAL AGGREGATE   | \$2,000,000 |
|          |             |  |                                 |                                    |                                     | PRODUCTS - COMP/OP AGG  | Excluded    |
| B        |             | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON OWNED AUTOS  | 39CSEC73903                     | 04/01/06                           | 04/01/07                            | COMBINED SINGLE LIMIT (EA accident)   | \$2,000,000 |
|          |             |  |                                 |                                    |                                     | BODILY INJURY (Per person)  |             |
|          |             |  |                                 |                                    |                                     | BODILY INJURY (Per accident)  |             |
|          |             |  |                                 |                                    |                                     | PROPERTY DAMAGE (Per accident)  |             |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                                 |                                    |                                     | AUTO ONLY - EA ACCIDENT   |             |
|          |             |  |                                 |                                    |                                     | OTHER THAN AUTO ONLY: EA ACC  |             |
|          |             |  |                                 |                                    |                                     | AGG   |             |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION   |                                 |                                    |                                     | EACH OCCURRENCE   |             |
|          |             |  |                                 |                                    |                                     | AGGREGATE   |             |
| C        |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | 39WNC73900 AOS<br>39WBC73901 WI | 04/01/06                           | 04/01/07                            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER |             |
| A        |             |  |                                 | 04/01/06                           | 04/01/07                            | E.L. EACH ACCIDENT  | \$1,000,000 |
|          |             |  |                                 |                                    |                                     | E.L. DISEASE-EA EMPLOYEE  | \$1,000,000 |
|          |             |  |                                 |                                    |                                     | E.L. DISEASE-POLICY LIMIT   | \$1,000,000 |
| D        |             | <b>OTHER</b><br>Misc E&O cov   | QK0600532                       | 04/01/06                           | 04/01/07                            | occurrence/Aggregate  | \$1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: Agreement between the County of San Mateo and The Lewin Group. County of San Mateo and its officers, agents, employees and servants are included as Additional Insured with the exception of workers' Compensation and Employers' Liability policies.

**CERTIFICATE HOLDER**  
 County of San Mateo  
 225 37th Avenue  
 San Mateo CA 94403 USA

**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 *Aon Risk Services Inc. of Pennsylvania*

Holder Identifier :  
Certificate No : 570018765684

4245

### County Counsel Review Form

Date: June 21, 2006  
 To: Brenda Carlson  
 From: Angela Sajuthi x2737  
 Subject: Agreement Review and Approval

Contractor: The Lewin Group

Maximum Amount: \$293,750

Rate of Payment:

No changes on the standard agreement form

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

| Section No. & Title | Approved As Is<br>[For County Counsel Use Only] | Modifications Required<br>[For County Counsel Use Only] |
|---------------------|---|---|
|                     |   |   |
|                     |   |   |
|                     |   |   |
|                     |   |   |

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

Approve Agreement/Exhibits/Attachments *per phone call 6/22*

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

Brenda B. Carlson  
Signature

6-22-06  
Date

The following will be completed by Risk Management:

INSURANCE COVERAGE:

|                                 | Amount    | Approve                             | Waive                               | Modify                   |
|---------------------------------|-----------|-------------------------------------|-------------------------------------|--------------------------|
| Comprehensive General Liability | 1 Mil     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Motor Vehicle Liability         | 1 Mil     | <input checked="" type="checkbox"/> | <input 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:

*[Handwritten Signature]* *6/22/06*

\_\_\_\_\_

Risk Management Signature

Date