

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Breathe  
California: Golden Gate Public Health Partnership, 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 tobacco cessation services, smoke-free event education and advocacy, and policy consultation services.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit A, Attachment 1 – Deliverables and Roles for the Community-Based Organizations

Exhibit B—Payments and rates

Exhibit B, Attachment 1—Budget

Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007, through June 30, 2008.

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, 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 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.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

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

(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.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law**

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.

**16. Notices**

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

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

Brian Zamora, Public Health Director  
San Mateo County Health Department  
225 37<sup>th</sup> Avenue, Room 125  
San Mateo, CA 94403

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

Linda Civitello-Joy, CEO  
Breathe California: Golden Gate Public Health Partnership  
2171 Junipero Serra Blvd., Suite 720  
Daly City, CA 94014



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

BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP

  
Contractor's Signature

Date: 8-10-2007

Long Form Agreement/Non Business Associate v 6/28/06

## Exhibit "A"

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

1. Contractor will provide tobacco cessation services to 221-334 residents of San Mateo County, resulting a 25-30% quit rate. To meet this objective, Contractor will :
  - a. Train 12-15 facilitators on the Ash Kickers (AK) tobacco cessation curriculum, resulting in a 75% increase in participant knowledge and skills, as measured by a pre/post survey.
  - b. Train 4-5 staff from youth-serving organizations to be certified youth cessation trainers.
  - c. Conduct 15-20 tobacco cessation classes and 1-2 brief intervention events to serve 156-259 adults in San Mateo County.
  - d. Conduct 1-2 smoking cessation classes and 1-3 brief intervention cessation events enrolling a total of 25-35 college students.
  - e. Conduct 4-5 smoking cessation classes and 10-15 brief interventions to serve 40-55 youth.
  - f. Provide nicotine replacement therapy (NRT) for facilitators to distribute to group participants. NRTs will be made available to all interested program participants over 18 years of age.
  - g. Maintain a list of trained facilitators which will be updated regularly and submitted to the TPP at least semi-annually.
  - h. Provide technical assistance to other service providers and tobacco cessation services in order to encourage referrals and the reach of cessation services.
  - i. Implement data collection and analysis to evaluate the efficacy of the brief intervention method in helping youth and adults quit their tobacco habit.
  - j. Track other behavior changes (reduction in cigarette consumption, implementation of a smoke-free home/car policy, etc.) for participants who were not able to quit smoking.
  
2. Contractor will work with at least three community partners to implement three smoke-free policies in outdoor and/or community venues. Contractor will:
  - a. Develop a Midwest Academy strategy chart for each targeted event or venue.
  - b. Select community partners that serve different areas of San Mateo County with a focus on priority populations (youth, Latino, African American, Asian/Pacific Islander, etc.).
  - c. Coordinate at least 4 meetings of the Smoke-free Venues workgroup for community partners to share resources, address issues, and coordinate community efforts.
  - d. Conduct 1-3 trainings for Tobacco Education Coalition (TEC) members and those conducting smoke-free venues activities on the hazards of secondhand smoke, the rationale for smoke-free policies, and how to collaborate on ongoing community efforts.



- e. Conduct a public opinion survey to assess the level of support for policies designating each of the events/venues to be smoke-free (100 surveys per event/venue for a total of 300 surveys).
  - f. Advocate with policymakers for smoke-free policies in venues/events attended by at least 5,000 people.
  - g. Execute subcontractor agreements with three (3) community-based organizations (CBOs) to advocate for smoke-free events/venues policies. Selection of CBOs will be approved by Tobacco Prevention Program staff. Specific deliverables and roles for CBOs are outlined in Exhibit A, Attachment 1.
  - h. Work with evaluation contractor in the implementation of the opinion survey and to conduct a case study of the community efforts to designate smoke-free events/venues.
  - i. As requested by TEC, Contractor shall provide technical assistance to community-based organizations advocating for smoke-free events/venues, including the development and sharing of educational materials and a model draft policy to be used for the effort.
  - j. Provide 3-5 educational presentations to key decision makers in each targeted event/venue, for a total of 9-15 presentations.
3. Contractor will provide policy consultation services to Tobacco Prevention Program (TPP) staff and contractors.
- a. Complete training and develop policy plans, including Midwest Academy Strategy Charts, for the various policy campaigns of the TEC.
  - b. Conduct at least 2 trainings to TPP contractors and/or TEC members on such topics as Policy 101, strategic planning for policy campaigns, current policy issues in tobacco prevention, etc.
  - c. Provide training and technical assistance to all agencies conducting smoke-free events policy development work.
  - d. Provide training and technical assistance to all agencies conducting tobacco retail licensing policy development work.
  - e. Assist with media strategy development and public relations.
  - f. Provide technical assistance and support to partner agencies, such as the Sheriff's Office, local police departments, Environmental Health, and other enforcement agencies, regarding youth access to tobacco enforcement.
  - g. Assist staff in the update of a 3-year strategic plan for the TEC.
  - h. Provide other policy-related support to the TPP as needed.
4. The following are requirements of the Agreement and are designed to support the activities in this Agreement:
- a. Activities are language, culture, and gender sensitive.
  - b. Contractor must maintain regular contact with program staff and attend program meetings when needed, as determined by the TPP staff.
  - c. During the contract period, TPP staff and Contractor will work closely to ensure all program activities are accomplished.
  - d. Contractor will notify TPP staff regarding the availability of NRTs to program participants in order to explore additional resources if needed.

5. Contractor shall provide monthly progress reports summarizing the status of all activities listed above.



## Exhibit A, Attachment 1

### Deliverables and Roles for the Community-Based Organizations

1. Attend and participate in all Breathe CA trainings and collaborative meetings.
2. Engage 7-10 youth in project activities.
3. Conduct assessment diagnosis to compile a list of potential ethnic-oriented events/venues and rationale for chosen event/venue.
4. Develop a project specific Midwest Academy strategy chart with technical assistance by Breathe CA.
5. Each organization will participate with the development and collection of 100 public opinion surveys at either each of the targeted events/venues or with a similar demographic base.
6. Each organization will provide 3-5 community presentations to inform community members and key opinion leaders about the hazards of secondhand smoke and the rationale for adopting smoke-free policies.
7. Each organization will meet with individual policy makers of the targeted event/venue to assess support, address concerns and identify a potential champion. In addition, each organization will also offer assistance in developing appropriate language for signage posted at event/venues with smoke-free policies.
8. Each organization will make a presentation to the decision makers and/or board members of the targeted event/venue to urge adoption of the smoke-free policy.
9. Each organization will acquire a copy of the official adopted policy for the record.

Exhibit "B"

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

1. Contractor shall submit monthly invoices and financial statements for services provided by the tenth (10<sup>th</sup>) day following the end of the invoiced month. Invoices will be based upon actual expenditures against line item expenses as outlined in the program budget included as Exhibit "B" Attachment 1, and upon demonstrated progress through required progress reports.
2. The Program Coordinator and Chronic Disease and Injury Prevention Manager shall review and approve invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.
3. In any event, the total payment for services provided by the Contractor shall not exceed TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) for the agreement term.



EXHIBIT B, ATTACHMENT 1

San Mateo County Tobacco Prevention Program  
 Agency Name: Breathe California, Golden Gate Public Health Partnership  
 Project Name: Smoke Free Policies Collaborative

**Proposed Budget**

I. PERSONNEL & BENEFITS	FTE	July 1, 2007- June 30, 2008	Total	Justification Number
V.P. of Programs	0.25	\$ 10,299	\$ 10,299	1
Fringe Benefits @ 23%		\$ 2,369	\$ 2,369	2
<b>SUBTOTAL</b>		<b>\$ 12,668</b>	<b>\$ 12,668</b>	
II. OPERATING EXPENSES		July 1, 2007- June 30, 2008	Total	Justification Number
Space rental		\$ 2,126	\$ 2,126	3
Office supplies		\$ 600	\$ 600	4
Duplication		\$ 200	\$ 200	5
Educational materials		\$ 909	\$ 909	6
Promotional materials		\$ 500	\$ 500	7
Meeting expenses		\$ 480	\$ 480	8
Incentives		\$ 750	\$ 750	9
Other costs:				
Asian American Recovery Services		\$ 20,000	\$ 20,000	10
El Concilio		\$ 20,000	\$ 20,000	11
Youth Leadership Institute		\$ 20,000	\$ 20,000	12
<b>SUBTOTAL</b>		<b>\$ 65,565</b>	<b>\$ 65,565</b>	
III. TRAVEL		July 1, 2007- June 30, 2008	Total	Justification Number
Local travel		\$ 500	\$ 500	13
<b>SUBTOTAL</b>		<b>\$ 500</b>	<b>\$ 500</b>	
TOTAL COSTS		July 1, 2007- June 30, 2008	Total	Justification Number
I. PERSONNEL & FRINGE		\$ 12,668	\$ 12,668	14
II. OPERATING EXPENSES		\$ 65,565	\$ 65,565	15
III. TRAVEL COSTS		\$ 500	\$ 500	16
IV. INDIRECT COSTS @ 10% of personnel		\$ 1,267	\$ 1,267	17
V. IN KIND				
<b>TOTAL BUDGET REQUEST</b>		<b>\$ 80,000</b>	<b>\$ 80,000</b>	<b>18</b>

EXHIBIT B, ATTACHMENT 1

San Mateo County Tobacco Prevention Program

Agency Name: Breathe California, Golden Gate Public Health Partnership

Project Name: Adult/Youth Cessation Project

Proposed Budget

I. PERSONNEL & BENEFITS	FTE	July 1, 2007- June 30, 2008	Justification Number
Program Director	0.1	\$ 4,119	1
Program Coordinator	0.55	\$ 30,250	2
Adult Cessation Coordinator	0.5	\$ 25,000	3
Total	1.15	\$ 59,369	4
Fringe Benefits @ 23%		\$ 13,655	
<b>SUBTOTAL</b>		<b>\$ 73,024</b>	<b>5</b>
II. OPERATING EXPENSES		July 1, 2007- June 30, 2008	Justification Number
Space rental		\$ 5,953	6
Office supplies \$60/mo		\$ 720	7
Duplication		\$ 200	8
Postage		\$ 615	9
Educational materials		\$ 1,090	10
Promotional materials		\$ 800	11
Facilitator trainings		\$ 700	12
Course Facilitator Stipends		\$ 6,500	13
Nicotine Replacement Therapy		\$ 7,000	14
Quit Kits		\$ 596	15
Other costs:			
Outreach Specialist		\$ 5,000	16
Shelter Network		\$ 5,000	17
El Concilio		\$ 5,000	18
TBD			19
<b>SUBTOTAL</b>		<b>\$ 39,174</b>	<b>20</b>
III. TRAVEL		July 1, 2007- June 30, 2008	Justification Number
Local travel		\$ 500	
<b>SUBTOTAL</b>		<b>\$ 500</b>	<b>21</b>
TOTAL COSTS		July 1, 2007- June 30, 2008	Justification Number
I. PERSONNEL & FRINGE		\$ 73,024	22
II. OPERATING EXPENSES		\$ 39,174	23
III. TRAVEL COSTS		\$ 500	24
IV. INDIRECT COSTS @ 10% of personnel		\$ 7,302	25
V. IN KIND		\$ 5,953	26
<b>TOTAL BUDGET REQUEST</b>		<b>\$ 120,000</b>	<b>27</b>

ATTACHMENT I

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

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

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

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

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


Linda Civitello-Joy  
Name of 504 Person - Type or Print

Breathe California: Golden Gate Public Health Partnership  
Name of Contractor(s) - Type or Print

2171 Junipero Serra Blvd. Suite 720  
Street Address or P.O. Box

Daly City, CA 94014  
City, State, Zip Code

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

  
Signature  
President & CEO  
Title of Authorized Official  
8-10-07  
Date

\*Exception: DHHS regulations state that:

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



# FINGERPRINTING CERTIFICATION FORM

Agreement with  
BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP  
For  
TOBACCO CESSATION SERVICES, ADVOCACY FOR SMOKE-FREE  
EVENTS, AND POLICY CONSULTATION SERVICES

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Linda Civitello-Joy  
Name

CEO  
Title

  
Signature

August 10, 2007  
Date

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

**I. CONTRACTOR INFORMATION**

Contractor Name:	Breathe California Golden Gate ✓	Phone:	650 994-5868
Contact Person:	Linda Cirivello Joy	Fax:	650 994-4607
Address:	21715 Junipero Serra Blvd # 20 Daly City, CA, 94014		

*Public Health Partnership*

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)


- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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

  
Signature  
8-30-07  
Date

Linda Cirivello Joy MIA  
Name  
President & CEO  
Title

**CONTRACT INSURANCE APPROVAL**

DATE: July 25, 2007

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Aimee Wong

PHONE: x2033 FAX: 573-2116 PONY: HLT 312

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

CONTRACTOR NAME: Breathe California: Golden Gate Public Health Partnership

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Around 20

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

Contractor will provide smoking cessation services to adults and students in San Mateo County through group classes and individual brief interventions. Contractor will additionally work with CBOs to advocate for smoke-free policies at community events and venues.

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

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele  
Faiza Steele  
Risk Management Analyst

8/2/07  
Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LG  
BREAT-4

DATE (MM/DD/YYYY)  
08/16/07

**PRODUCER**  
Cohn-Reid-O'Neill Ins Serv Inc  
License # 0C04862  
555 Airport Blvd., #100  
Burlingame CA 94010-2002  
Phone: 650-762-0400 Fax: 650-762-0490

**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**  
  
Breathe California  
Golden Gate Public Health  
2171 Junipero Serra #720  
Daly City CA 94014

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Insurance Company	23850
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK219057	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A A	<b>AUTOMOBILE LIABILITY</b> <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	PHPK219057	03/01/07	03/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AGG	\$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB080443	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 2,000,000
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	
					OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

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

County of San Mateo Health Department is included as Additional Insured per the attached G20051185 endorsement. RE: Grant with the San Mateo Health Department.

\*NOC for non-payment of premium shall be 10 days.

### CERTIFICATE HOLDER

COUNTSM

County of San Mateo  
Health Department  
225- 37th Avenue  
San Mateo CA 94403

### 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

*Michael Anderson*

POLICY NUMBER: PHPK219057

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED—CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

### **SCHEDULE**

**Name of Person of Organization**

County of San Mateo Health Department

RE: RE: Grant

If no entry appears above, information required to complete this endorsement will be show in the Declarations as applicable to this endorsement.)

1-WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of :

a- Their financial control of you: or

b- Premises they own maintain or control while you lease or occupy these premises.

2- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-10-2007

GROUP:  
POLICY NUMBER: 0777894-2007  
CERTIFICATE ID: 51  
CERTIFICATE EXPIRES: 01-01-2008  
01-01-2007/01-01-2008  
**THIS CERTIFICATE SUPERSEDES AND CORRECTS  
CERTIFICATE # 50 DATED 08-10-2007**

AUG 14 2007

COUNTY OF SAN MATEO  
HEALTH DEPARTMENT  
225 37TH AVE  
SAN MATEO CA 94403-4324

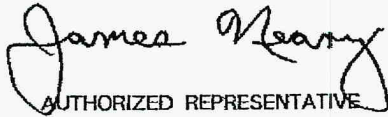
NA

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

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

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

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BREATHE CALIFORNIA, GOLDEN GATE PUBLIC HEALTH  
PARTNERSHIP (A NON-PROFIT CORP)  
2171 JUNIPERO SERRA BLVD STE 720  
DALY CITY CA 94014

[DKC,CN]  
PRINTED : 08-10-2007