

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

ALEX BRISCOE, Director



Revised

AGENDA _____ July 27, 2010

June 25, 2010 AGENCY ADMIN. & FINANCE
1000 San Leandro Blvd, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: Acceptance of State Grant Award and Approval of Standard Service Agreement with WestEd for the Public Health Department, Maternal Child and Adolescent Health Program

RECOMMENDATION:

1. Accept the award letter from California Department of Public Health (CDPH), Maternal Child and Adolescent Health (MCAH) Division, California Project LAUNCH in the amount of \$179,351 for the period July 1, 2010 through September 29, 2010 to find the State Wellness Coordinator for developing the technical pieces of the evaluation, conducting interviews and collecting data for formative and outcome evaluation;
2. Approve and authorize the President of the Board to sign in original signature seven (7) copies of the Standard Services Agreement, Procurement Contract #5477 between WestEd (Principle: Glen Harvey; Location: San Francisco, CA) and the Public Health Department, MCAH program in the amount of \$1,044,730 for the period July 1, 2010 through September 29, 2014 to provide project evaluation; review and update environmental scan using new, updated reports from key childhood organization; and
3. Approve and authorize the Auditor-Controller to increase the appropriation and revenue in the amount of \$179,351 in Organization 350200, Fund 10000 as detailed in the attached Financial Recommendation.

SUMMARY/DISCUSSION/FINDINGS:

The Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) has awarded a grant to the CDPH, MCAH Division in the amount of \$850,000 per year, totaling \$4,250,000 for the period September 30, 2009 through September 29, 2014. In accordance with federal requirements, CDPH allocated the Alameda County Public Health Department, MCAH program the amount of \$179,351 for the period July 1, 2010 through September 29, 2010 to support local government efforts to establish and sustain more comprehensive developmental care continuums for children from birth through 8 years of age. Allocation for subsequent funding period is subject to the availability of funds and satisfactory progress of the project.

Project LAUNCH (PL) provides a unique opportunity for the CDPH and the County of Alameda, MCAH program to leverage the broader work of the County Behavioral Health Care Services and the County Health Care Services Agency to create a continuum of age-appropriate developmental services for children age 0-8 years. Through PL, CDPH/State MCAH and the County MCAH program will partner with WestEd to perform the State evaluation portion and to be the State Wellness Coordinator.

In addition, your Board is requested to approve a Standard Services Agreement with WestEd in the amount of \$1,044,730 for the period July 1, 2010 through September 29, 2014, the compensation for the period July 1, 2010 through September 29, 2010 is \$179,351 and the compensation for subsequent funding periods may range from \$179,351 to \$212,946 depending on the availability of funds and satisfactory performance of services. The main purpose of this contract is to gather and analyze data from statewide children organization reports and program efforts regarding the delivery of health care, developmental assessments and interventions, mental health care, and substance abuse treatment as it pertains to children 0-8 years and their families; coordinate the implementation of a comprehensive approach to child well being that is strongly linked with broader community efforts.


SELECTION CRITERIA/PROCESS

WestEd was selected by the CDPH, MCAH Division because of its unique ability to provide these services. It will act as the State Wellness Coordinator and responsible for drafting the state strategic plan. The plan will be based on environmental scans using state data and information obtained from meetings with the Project Council. They will work closely with the local Wellness Coordinator in carrying out all aspects of Project LAUNCH. WestEd is a non-profit public entity, the SLEB waiver #670 has been approved and is valid through September 29, 2014.

FINANCING:

Funding of this award and contract is not included in the FY2010-11 Adopted Budget. Therefore, increase appropriation and revenue of \$179,351 are necessary to align the County budget. There is no impact on net County cost.

Very truly yours,



Alex Briscoe, Director
Health Care Services Agency

AB:bn

cc: Auditor-Controller
County Counsel

FINANCIAL RECOMMENDATION

AGENDA DATE:

07/27/2010

Subject of Board Letter:

Acceptance of Grants Award and Approval of Standard Service
 Agreement with WestEd for the Public Health Department,
 Maternal Child and Adolescent Health Program

BY: 2011

FUND: 10000

The use of Designations, as follows:

| NAME OF DESIGNATION | ORG | AMOUNT |
|---------------------|-----|--------|
| | | |

The increase (decrease) in anticipated revenue, as follows:

| Informational | | | | |
|---------------|--------|-------|---------|-----------|
| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
| 350241 | 456120 | 00000 | | 179,351 |
| | | | | |
| | | | | |
| ORG TOTAL | | | | \$179,351 |

| Informational | | | | |
|---------------|------|------|---------|--------|
| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| ORG TOTAL | | | | \$0 |

GRAND TOTAL ANTICIPATED REVENUE \$179,351

The increase (decrease) in appropriations, as follows:

| Informational | | | | |
|---------------|--------|-------|---------|-----------|
| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
| 350200 | 610000 | 00000 | | 179,351 |
| | | | | |
| ORG TOTAL | | | | \$179,351 |

| Informational | | | | |
|---------------|------|------|---------|--------|
| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| ORG TOTAL | | | | \$0 |

GRAND TOTAL APPROPRIATION \$179,351

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: WestEd DEPT #: _____

TITLE/SERVICE: To evaluate Project LAUNCH activities and provide coordination at the State level for Project LAUNCH activities.

DEPT. CONTACT: Paul Martinez, Contracts Administrator PHONE: 415.615.3105

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

1. Is the contractor a corporation or partnership? () (x)
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: N/A (EIN: 94-3233542) – WestEd is not a corporation or partnership – WestEd is a public agency

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week? () ()

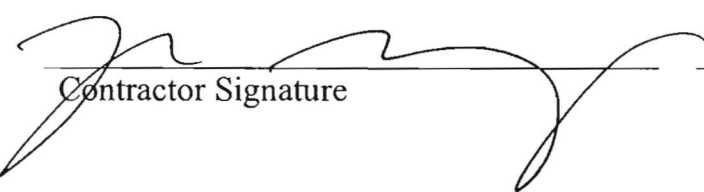
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

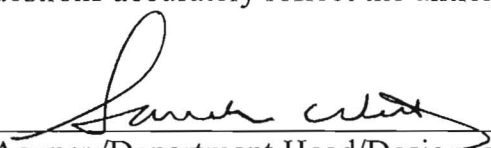
CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.


Contractor Signature

Paul Martinez, Contracts Administrator
Printed Name

6-30-10
Date


Agency/Department Head/Designee
Signature

Sandra Witt, Dr.PH
Printed Name

7/1/10
Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2010, is by and between the County of Alameda, hereinafter referred to as the "County", and WestEd, hereinafter referred to as the "Contractor" and which does business at 300 Lakeside Drive, 25th Floor, Oakland, CA 94612-3540.

WITNESSETH

Whereas, County desires to evaluate Project LAUNCH activities and provide coordination at the State level for Project LAUNCH activities which are more fully described in Exhibit A hereto ("Services") and which shall be called Project Launch; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to evaluate Project LAUNCH activities and provide coordination at the State level for Project LAUNCH activities, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

| | |
|-----------|--|
| Exhibit A | Definition of Services |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |

The term of this Agreement shall be from July 1, 2010 through September 29, 2014.

Compensation payable to Contractor for the period of July 1, 2010 through September 29, 2010 of the contract shall not exceed one hundred seventy-nine thousand and three hundred and fifty one dollars (\$179,351).

Compensation payable to Contractor in subsequent years will depend on the availability of funds and satisfactory performance of services. The amount available may range between \$179,351 - \$212,946 for each funding period but shall not exceed \$212,946. The scope of work and budget may be revised annually by written mutual agreement.

The compensation payable to Contractor during the term of this Agreement shall not exceed one million forty four thousand, seven hundred thirty dollars (\$1,044,730).

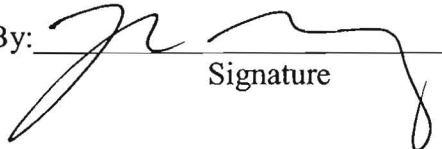
Contract No. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By:  _____
Signature

Name: Alice Lai-Bitker
(Printed)

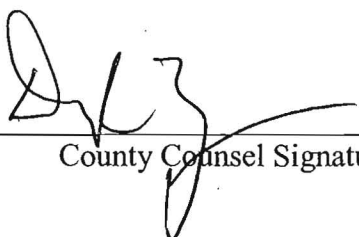
Name: Paul Martinez
(Printed)

Title: President of the Board of Supervisors

Title: Contracts Administrator

Date: 7-1-10

Approved as to Form:

By:  _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to

injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties

and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) developed in connection with or for the purposes of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, developed in connection with or for the purposes of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty-free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

Notwithstanding the above, no rights under any patent or other intellectual property of WesEd or County are granted hereunder. In addition, nothing in this Agreement shall be construed as a grant or license by either party regarding its own pre-existing work and/or products.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any confidential or proprietary information made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1000 Broadway, Suite 500
Oakland, CA 94607
Attn: Dani Taylor, Interim MPCA Director

To Contractor: WestEd
730 Harrison Street
San Francisco, CA 94107
Attn: Paul Martinez, Contracts Administrator

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment

practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, upon written request and at mutually agreed upon times, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents directly relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may reasonably require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon written request of the County and at mutually agreed upon times, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County

makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Upon written request of the County and at mutually agreed upon times, Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment including any non-cancelable obligations. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for to evaluate Project LAUNCH activities and provide coordination at the State level for Project LAUNCH activities shall not exceed \$1,044,730 for the July 1, 2010 – September 29, 2014 period in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement

supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
25. ADVERTISING OR PUBLICITY: Either party shall not use the name of the other party, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the other party in each instance.
26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request in writing from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents

(Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
31. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
32. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

33. EXTENSION: This agreement may be extended if additional funds are received by mutual agreement of the County and the Contractor.
34. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
DEFINITION OF SERVICES

1. Contractor shall provide duties based on the attached Scope of Work Services, Exhibit A-1.
2. Contractor project team will consist of the following Key Personnel, as applicable during the contract term:

Patsy Hampton, M.R.A.
Debbie Benitez, Ph.D.

Virginia Reynolds, M.A.

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
4. Contractor shall submit bimonthly progress reports and other submissions as identified in the Scope of Work. Bimonthly progress reports are due 30 days after the end of the bimonthly period. The first bimonthly period shall cover July 1, 2010 through August 31, 2010 and reports shall be submitted on a bimonthly basis thereafter.

| GOAL 1: Promote wellness of young children from birth to eight years of age by addressing the physical, emotional, social, cognitive and behavioral aspects of their development; provide data to support current programs and evidence-based practices to support young child wellness by building and improving upon services. | | | |
|--|---|---|--|
| MAJOR OBJECTIVES | MAJOR FUNCTIONS, TASKS, AND ACTIVITIES | TIME LINE | PERFORMANCE MEASURES AND/OR DELIVERABLES |
| 1.1. Gather and analyze data from statewide children organizations reports and program efforts regarding the delivery of health care, developmental assessments and interventions, mental health care, and substance abuse treatment as it pertains to children 0-8 years and their families | 1.1.1. Review and update State environmental scan using new, updated reports from key childhood organizations, such as Children NOW | 30 days prior to MCAH Division deadline. | Submit updated environmental scan to MPCAHA. |
| | 1.2.1 Work with State MCAH Division and Alameda First 5 to provide project evaluation, as outlined in the approved grant application. | August 31, 2010 and annually thereafter or 30 days prior to submission to MCAH State Division deadline. | Submit annual evaluation to MPCAHA. |

GOAL 2: Promote wellness of young children from birth to eight years of age by addressing the physical, emotional, social, cognitive and behavioral aspects of their development; by establishing a community driven approach to early childhood.

| OBJECTIVES | ACTIVITIES | TIMELINE | PERFORMANCE MEASURES AND/OR DELIVERABLES |
|--|---|---|---|
| 2.1. Coordinate the implementation of a comprehensive approach to child well being that is strongly linked with broader community efforts. | 2.1.1. Coordinate and facilitate quarterly meetings of the Statewide Screening Collaborative with Project LAUNCH then provide technical assistance as requested. | September 30, 2010, then, quarterly through September 30, 2014 | Provide meeting minutes. |
| | 2.1.2. Develop Memorandum of Understanding (MOA) with state Council of Young Child Wellness (SSC) and Governor's Office, through the Governor's Early Learning Advisory Council. | September 30, 2010 | Provide written documentation of MOAs established to MPCAHA after signing. |
| | 2.1.3. Maintain relationship through minutes or attendance at the Council of Young Child Wellness Meetings | Quarterly, through September 30, 2014 | Provide written documentation of meetings. |
| | 2.1.4. Coordinate state activities with Alameda County (AC) and Alameda County First 5 through bi-monthly contact, via phone or meetings. | Ongoing through September 30, 2014 | Provide meeting minutes of bimonthly meetings with First 5 AC and Alameda County MPCAHA |
| | 2.1.5. Collaborate with State Interagency Team (SIT) on system improvements as appropriate | Quarterly, beginning September 30, 2010 | Provide minutes of meetings with SIT to MPCAHA 15 days after meeting(s). |
| | 2.1.6. Develop implementation plan that integrates the ECCS strategic plan and the environmental scan. | July 1, 2010 and ongoing Or submit plan 30 days prior to required submission to State MCAHA Division | Submit implementation plan to MPCAHA. Once approved forward to Stakeholders. |
| | 2.1.7. Participate in the development of standardized developmental screening through training and technical assistance for pediatric, early care and education and child welfare providers in East Oakland, in collaboration with First 5, Alameda County. | July 1, 2010 and ongoing | Standardized developmental screening protocol established. |
| | 2.1.8 Identify policy-related barriers to integration and streamlining of services and create a list to be shared with State MCAHA staff. | Semi-annually, beginning, September 30, 2010 | Provide list to Alameda County MPCAHA, State MCAHA and Stakeholders. |
| | 2.1.9 Develop recommendations for policy and systems issues in the scaling up of evidence-based practices. | Semi-annually, beginning September 30, 2010 | Provide a list of policy and system issues recommendations. |
| | 2.1.10 Participate in State and National meetings as needed. | Ongoing through September 30, 2014. | Document participation in writing and submit to MPCAHA. |

GOAL 2: Promote wellness of young children from birth to eight years of age by addressing the physical, emotional, social, cognitive and behavioral aspects of their development; by establishing a community driven approach to early childhood.

| OBJECTIVES | ACTIVITIES | TIMELINE | PERFORMANCE MEASURES AND/OR DELIVERABLES |
|---|---|---------------------------------|---|
| 2.2. Ensure the expansion of culturally competent, evidence-based program services to promote the integration of health services, extend developmental screenings and support safe and healthy environments for children 0-8 years and their families | 2.2.1. Meet with State MCAH staff to plan strategy that overcomes barriers and gaps in implementation of PL activities at the local and state level and to identify issues in implementation. | September 30, 2010 and ongoing. | Submit meeting minutes describing barriers and gaps and plans to overcome them to Alameda County MPCA. H. |
| 2.3. Ensure the expansion of culturally competent, evidence-based program services to promote the integration of health services, extend developmental screenings and support safe and healthy environments for children 0-8 years and their families | 2.3.1 Meet with State MCAH to plan strategy that overcomes barriers and gaps in implementation of PL activities at the local and state level. | September 30, 2011 | Submit minutes from meetings describing strategies to overcoming barriers and gaps to Alameda County MPCA. H. |
| | 2.3.2 Review strategic plan for activities in Year 2 | October 10 , 2010 | Year 2 activities reviewed and suggested changes submitted to MPCA. H. |
| | 2.3.3 Review strategic plan for activities in Year 3 | July 31, 2011 | Year 3 activities reviewed and suggested changes submitted to MPCA. H. |
| | 2.3.4 Review strategic plan for activities in Year 4 | July 31, 2012 | Year 3 activities reviewed and suggested changes submitted to MPCA. H. |
| | 2.3.5 Review subsequent strategic plans for activities in Year 5 | July 31, 2013 | Year 4 activities reviewed and suggested changes submitted to MPCA. H. |

Legend:

MCAH= State level: Maternal Child and Adolescent Health

ECC = Local level: Every Child Counts; First 5 Alameda

YCWE = State level: Young Child Wellness Expert

L-CWC =Local level: Child Wellness Coordinator

SART = Screening, Assessment, Referral and Treatment

ECCS = Early Childhood Comprehensive Systems grant

**EXHIBIT B
PAYMENT TERMS**

I. Terms and Conditions of Payment

A. Reimbursement

1. For the July 1, 2010 – September 29, 2010 period, reimbursement shall not exceed: \$179,351. Subsequent annual reimbursements shall depend on the annual funding received. Compensation may range between \$179,351 - \$ 212,946 for each subsequent funding period. The subsequent funding periods are as follows:
 - September 30, 2010 – September 29, 2011
 - September 30, 2011 – September 29, 2012
 - September 30, 2012 – September 29, 2013
 - September 30, 2013 – September 29, 2014
2. Funds shall be used solely in support of the project's program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Maternal, Paternal, Child, and Adolescent Health (MPCAH) Director.
3. Contractor shall invoice the County bimonthly based on actual expenses incurred. Invoices must be submitted on a bimonthly basis and must be accompanied by the progress report in accordance with the reporting requirements outlined in Exhibit A, above, of this Agreement during the July 1, 2010 – September 29, 2014 period. Invoices shall be submitted within the specified reporting periods.
4. If County terminates or suspends Contractor's work, for a reason other than poor performance or breach by Contractor, payment shall be made based upon the work accomplished as of the date of notice by the County of the termination or suspension (work that has not previously been reimbursed), all non-cancelable obligations, and the submission of documentation of the work accomplished.
5. County shall process invoice submitted for reimbursement by contractor within thirty (30) working days of receipt of invoice with the required progress report and other submissions as identified in the Scope of Work.

B. Invoicing Procedures

1. Contractor shall invoice the County in accordance with the schedule of payment in Section I.A. above for expenses incurred. Invoice with an original signature should be sent to:

Alameda County Public Health Department
Maternal, Paternal, Child and Adolescent Health (MPCAH)
Attn: Dani Taylor, Interim MPCAH Director
1000 Broadway, Suite 500
Oakland, CA 94607

C. Funding and Reporting Requirements

1. The County reserves the right to request additional information at the time an invoice is submitted, the time a bimonthly progress report is submitted, or at any time thereafter. Contractor shall provide any additional information requested by County. The right of the County to request and the obligation of the Contractor to supply additional information, shall survive termination of the Agreement.
2. Contractor will cooperate with County in the preparation of, and will promptly furnish any and all information required for, reports to be prepared by County and/or Contractor as contained in the rules, regulations, or requirements of, or requested by, the County, State and Federal government and the applicable funding source.
3. Should the State of California, Federal Government or other funding source refuse to reimburse County (or disallow past payment based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or audit disallowances. Any disallowances or penalties resulting from said audits will be the sole responsibility of the Contractor.
4. Contractor agrees to pay a monetary penalty by way of a pass through of any penalties incurred by the County as a result of the failure of Contractor to provide fiscal or programmatic materials in a timely or complete manner required to comply with funding requirements including monetary adjustments after audits by the State or Federal government. This provision shall survive termination of this Agreement.
5. Acceptance of an invoice or payment for any services, does not release the Contractor from the requirement to provide information at a later time.
6. Contractor agrees to indemnify County for any costs incurred as a result of Contractor's failure to properly account for or document any expenditures and costs, including but not limited to those found in any audit by the County, the Federal Government or the State of California.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: WestEd

PRINCIPAL: Paul Martinez TITLE: Contracts Administrator

SIGNATURE:  DATE: 7-1-10

County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
Fax or QIC to: Risk Management Unit
Fax 272-6815 or 2-6815 / QIC 28505

Attn.: Contract Review: _____
(Sr. Risk & Insurance Analyst)

Phone: _____

| | | |
|--------------|--------------|-----------------------|
| Fax Back to: | Name: _____ | Dept.: _____ |
| | Phone: _____ | QIC: _____ Fax: _____ |

Date of Request: 06/28/10 Amount of Contract: \$ 179,351 Term of Contract: 5 years
Name of Contractor: WestEd

1. What do you want to waive or change (W=waive and C=change)?

- a) Coverage (s): General Liability _____ Auto Liability x Professional Liability x Workers' Comp x
Other Required Coverages: _____
- b) Change in Limits: General Liability: From \$1,000,000 to \$ _____ per occurrence
Auto Liability: From \$1,000,000 to \$ _____ per occurrence
Professional Liability: From \$1,000,000 to \$ _____ per claim
Other Coverage Limits: _____

c) Reason: _____

2. Request for Time Waiver: Coverage(s) July 1, 2010 – September 29, 2014 List # of days requested 1,825
(This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature _____
Owner, Officer, Director, Partnership or other Principal Date

N/A
Print/Type Name Title

4. Please attach a copy of the Scope of Services.

This Section to be completed by Risk Management

Identify Risk to County: _____
Waiver: Granted _____ Denied _____ Change: Granted _____ Denied _____

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: _____ Date: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/28/2010

PRODUCER Commercial Specialties Practice 650-839-6965 F
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
305 Walnut Street
Redwood City, CA 94063

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 WestEd
c/o Aden Bliss
730 Harrison Street
San Francisco, CA 94107-1242

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Traveler's Property & Casualty Company of Ameri

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|--|-------------------|----------------------------------|-----------------------------------|---|--------------|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | P6300059L868TIL09 | 11/30/2009 | 11/30/2010 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" 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 | P8100059L868TIL09 | 11/30/2009 | 11/30/2010 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | PSUB8356C17509 | 11/30/2009 | 11/30/2010 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | | OTHER Professional Liability *Umbrella acts as Add'l Limits | P6300059L868TIL09 | 11/30/2009 | 11/30/2010 | \$1,000,000 Occ. \$2,000,000 Agg. | |

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

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named additional insured as respects General Liability, per endorsement (Form CG D1 86 11 03) attached.

CERTIFICATE HOLDER**CANCELLATION Ten Day Notice for Non-Payment**

County of Alameda
1000 Broadway, Suite 500
Oakland, California 94607

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

IMPORTANT

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

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

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured – Managers or Lessors of Premises E. Blanket Additional Insured – Lessor of Leased Equipment F. Incidental Medical Malpractice G. Personal Injury – Assumed by Contract H. Extension of Coverage – Bodily Injury | <ul style="list-style-type: none"> I. Injury to Co-Employees and Co-Volunteer Workers J. Aircraft Chartered with Crew K. Non-Owned Watercraft – Increased from 25 feet to 50 feet L. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost for bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day M. Knowledge and Notice of Occurrence or Offense N. Unintentional Omission O. Reasonable Force – Bodily Injury or Property Damage |
|---|--|

PROVISIONS

A. BROADENED NAMED INSURED

- 1.** The Named Insured in Item 1. of the Declarations is as follows:
 The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
- 2.** WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
- 3.** This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

- 1.** The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
 Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a.** Fire;
 - b.** Explosion;
 - c.** Lightning;
 - d.** Smoke resulting from such fire, explosion, or lightning; or
 - e.** Water.
 A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).
- 2.** This insurance does not apply to damage to premises while rented to you, or temporarily

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:
- Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.
- The Damage To Premises Rented To You Limit will be the higher of:
- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with

COMMERCIAL GENERAL LIABILITY

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.
- d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
(2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.

COMMERCIAL GENERAL LIABILITY

2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, show drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

Any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. –
DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named additional insured as respects General Liability, per endorsement (Form CG D1 86 11 03) attached.

County of Alameda
1000 Broadway, Suite 500
Oakland, California 94607

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance; provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named additional insured as respects General Liability, per endorsement (Form CG D1 86 11 03) attached.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PSUB8356C17509)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER

DATE OF ISSUE: 10-23-07

ST ASSIGN:

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

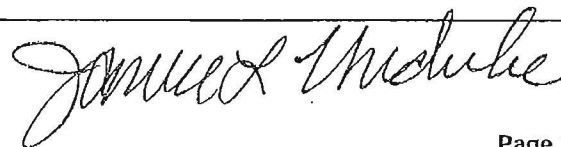
SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered

next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols | |
|--------|---|--|
| 1 | Any "Auto" | |
| 2 | Owned "Autos" Only | Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| 4 | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "Autos" Subject To No-Fault | Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Three). |
| 8 | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Non-Owned "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs. |



B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

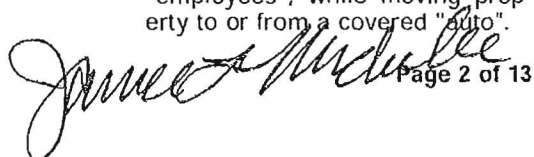
We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - 1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - 2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - 3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - 4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".



- We will not pay anyone more than once for the same elements of loss because of these extensions.

James S. Mische

- 2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- 1) Whether the "insured" may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

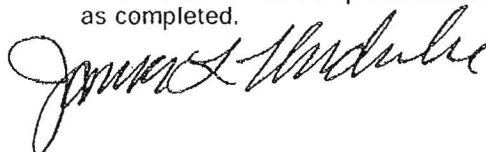
- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times.

- 1) When all of the work called for in your contract has been completed.
- 2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- 3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.



11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - 1) Being transported or towed by, handled or handled for movement into, onto or from, the covered "auto";
 - 2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - 3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- 1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- 2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents"

that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- 1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- 2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

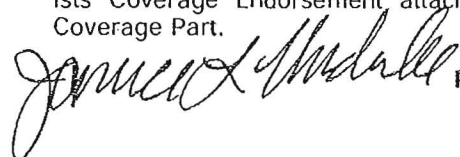
Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.



SECTION III - PHYSICAL DAMAGE COVERAGE**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage.**

From any cause except:

- 1) The covered "auto's" collision with another object; or
 - 2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage.**

Caused by:

- 1) Fire, lightning or explosion;
 - 2) Theft;
 - 3) Windstorm, hail or earthquake;
 - 4) Flood;
 - 5) Mischief or vandalism; or
 - 6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- 1) The covered "auto's" collision with another object; or
 - 2) The covered "auto's" overturn.

2. **Towing.**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage.

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions.**

- a. **Transportations Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- 1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - 2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 - 3) Collision only if the Declarations indicated that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other

cause or event that contributes concurrently or in any sequence to the "loss".

a. **Nuclear Hazard.**

- 1) The explosion of any weapon employing atomic fission or fusion; or
- 2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. **War or Military Action.**

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or

disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical systems, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

- 1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- 2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

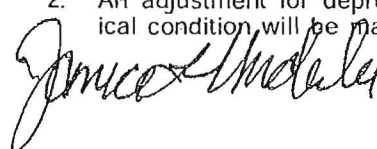
C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining



actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - 1) How, when and where the "accident" or "loss" occurred;
 - 2) The "insured's" name and address; and

- 3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- 1) Assume no obligation, make no payments or incur no expense without our consent, except at the "insured's" own cost.
- 2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- 3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- 4) Authorize us to obtain medical records or other pertinent information.

- 5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

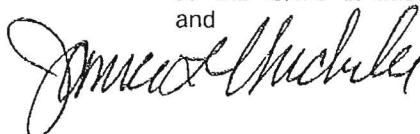
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- 1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- 2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- 3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- 4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and



- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";

- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

Primary Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- 1) Excess while it is connected to a motor vehicle you do not own.
- 2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of

- into, onto or from the covered "auto";
- 2) Otherwise in the course of transit by or on behalf of the "insured";
 - 3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- 1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- 2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- 1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- 2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:



- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - 1) Snow removal;
 - 2) Road maintenance, but not construction or resurfacing; or
 - 3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense",
- to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

ISO Properties, Inc., 2000

James A. Michalek

Zimbra

fknox@wested.org

± Font size ±

Re: Leah Williams Welcome to AT Conference!

From : Jackie Silva <jsilva@wested.org>

Thu Jun 24 2010 09:26:51

Subject : Re: Leah Williams Welcome to AT Conference!**To :** Leah Williams <lwillia2@wested.org>**Cc :** Fawn Alexander <falexan@wested.org>

Leah:

There is a phone list that can be downloaded from the Intranet. I will copy Fawn so that she prints one out for you.

Fawn:

To print it out, go to this link.

<https://intranet.wested.org/cs/main/search/u>

Regards,
Jackie

From: "Leah Williams" <lwillia2@wested.org>**To:** "Jackie Silva" <jsilva@wested.org>**Sent:** Wednesday, June 23, 2010 12:35:24 PM**Subject:** Re: Leah Williams Welcome to AT Conference!

You are awesome.

Thank you.

Hey, I noticed that some folks have a book of all staff and their phone numbers? Is there someplace I can look to get this information and have Fawn print it out?

Thanks,

Leah

----- Original Message -----

From: "Jackie Silva" <jsilva@wested.org>**To:** "Leah Williams" <lwillia2@wested.org>**Sent:** Tuesday, June 22, 2010 11:54:03 AM**Subject:** Fwd: Leah Williams Welcome to AT Conference!

Leah:

Great news. I was able to get you your telephone number for the host code.

You can start using the service immediately. A card will arrive in a couple of weeks.

Please never give out your host code to anyone. Only give out the access number and the participant number.

Regards,
Jackie

From: "AT Conference" <support@atconference.com>
To: jsilva@wested.org
Sent: Tuesday, June 22, 2010 11:22:41 AM
Subject: Leah Williams Welcome to AT Conference!

Welcome to AT Conference !

The conference calling dial-in numbers and codes for Leah Williams are active and ready for immediate usage.

To begin a conference call:

1. You (the host) and participants dial:

Toll-free: 866-939-8416
International: 678-302-3534

2. When prompted, the host and participants dial their respective access code followed by the # sign.

Host: 4156153420
Participant: 3653376

The following commands can be performed during a conference by either the Host or Participants as indicated below.

RESERVATIONLESS CONFERENCE CALLING - KEYPAD COMMANDS

Command Description Host / Participant

*0 Speak to a live operator. Host, Participant
*5 Lock/unlock conference. Host
*6 Mute/unmute your own line. Host, Participant
*7 Mute/unmute participants. Host
#1 Hear a roll call. Host
#2 Obtain head count. Host
#7 Start/stop recording. Host
99 End the conference and drop all lines. Host

At the end of your conference press 99 to drop all open lines and avoid incurring additional charges.

For your convenience a wallet card containing your access codes and these basic instructions will be arriving in the mail within the next few days.

If you wish to activate the dial out feature, please e-mail support@atconference.com specifying your host code.

Conference Recording

Recordings can be self initiated by using the #7 command as indicated above. To ensure proper and successful recording users are also urged to have an operator initiate the recording by utilizing *0 and contacting a live operator. In addition a Conference Recording reservation form is available here for scheduling recordings.

Support Center

For printable versions of reservationless keypad commands, complete user guides, user additions/deletions, reservations, and other account services please visit our Support Center .

Web Conferencing

Businesses are increasingly turning to web conferencing as a way to reduce travel costs and lost production while at the same time reaching more customers. Our web conferencing solution is a reliable and affordable service that can help you meet those goals. This service will automatically become available to you within hours. To set up and host a web conference just log in using your host and participant entry codes. Go to login page .

Conferencing Plugin for Microsoft Outlook®

The AT Conference Plugin for Microsoft Outlook® integrates with email and calendar invitations to add convenience to scheduling audio and web conferences. Click here .

Refer-a- Friend

Do you have friends or colleagues who could benefit from saving money on their conferencing services? Then let them in on a good thing! Refer your friends and colleagues to AT Conference and earn a \$50 VISA gift card or other reward. Click here .

Operator-Assisted Conference Calls

When conference call hosting with highly skilled operators, personal service and constant attention is required, you can turn to our Operator-Assisted Conference Call Service with confidence. We offer one of the most secure, reliable and reasonably priced audio teleconferencing services available today. Click here .

Thank you for choosing AT Conference !

Customer Support

AT Conference

877-480-4300 support@atconference.com

Please consider the environment before printing this email.

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P.O. Box 2939 - Southampton, NY 11969

Toll-Free: 877-480-4300
