

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: **JAN 12 2001**

TO Honorable Board of Supervisors  
FROM John Conley, Deputy Director, Public Health  
SUBJECT Agreement with Free at Last

RECOMMENDATION

Approve a resolution authorizing the President of the Board to execute an agreement with Free at Last for the provision of HIV street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City, residential and non-residential drug treatment services for people with HIV/AIDS, and HIV prevention case management

Background

The San Mateo County AIDS Program (AIDS Program) receives ongoing funding from the State Master Grant Agreement (MGA) for the provision of HIV street outreach and testing referral services for high-risk individuals in San Mateo County. In 1998, the AIDS Program conducted an RFP for the provision of these services. Free at Last submitted a successful proposal and was awarded \$82,500 to provide these services in East Palo Alto, East Menlo Park, and Redwood City

The AIDS Program also receives ongoing funding from the Ryan White CARE Act grant for the provision of drug treatment services. In 1998, the AIDS Program conducted a Request for Applications for the provision of these services on a fee-for-service basis. Free at Last submitted a successful application and was awarded \$50,000 for residential drug treatment services, and \$15,000 for non-residential drug treatment services

In fiscal year 1999-00, Free at Last received \$147,500 for the above-mentioned services. For fiscal year 2000-01, the maximum amount of funding allocated for residential drug treatment is \$35,000. The total amount of Free at Last's funding for both HIV street outreach and drug treatment services is \$132,500 for fiscal year 2000-2001

In September of 1999, the AIDS Program was awarded a grant from the Center for Substance Abuse Treatment (CSAT) in the amount of \$1,190,667 to provide substance abuse/HIV prevention case management over a three-year period. The AIDS Program issued an RFP for these services. Free at Last was the only agency to submit a proposal. They were subsequently awarded \$112,700 to provide services over a nine-month period for the first contract year

Discussion

Free at Last has been successfully providing HIV testing outreach for the AIDS Program since 1996 and residential and outpatient drug treatment to people living with HIV since 1998. CSAT funds have allowed them to broaden their scope of work and intensify the prevention services that they had been providing previously. The agency continues to demonstrate a commitment to HIV prevention education and community recovery. Therefore, the AIDS Program would like to renew their contract for the

provision of HIV testing outreach, drug treatment services, and prevention case management for another year.

Outcome Objectives

| Services   | 1999-00 Actual | 2000-01 Objective |
|--|----------------|-------------------|
| Minimum number of high-risk African-Americans, Latinos and Pacific Islanders contacted by the outreach intervention and testing referral team who will be counseled and referred for testing, as measured by team field notes                        | 18,139         | 16,575*           |
| Minimum number of high-risk African-Americans, Latinos and Pacific Islanders contacted by the outreach intervention and testing referral team who will subsequently follow through for HIV testing, as measured by a project-specific referral card. | 878            | 975               |
| Percentage of all clients referred for residential or non-residential drug treatment services who complete the first 90 days of treatment and remain drug free.  | 100%**         | 65%               |
| Percentage of case managed clients who will report reduced substance abuse at the end of six months  | NA             | 60%               |

\*These figures are based on the objectives set by the State Office of AIDS in the HIV Street Outreach section of the MGA. It is anticipated that Free at Last will exceed the number of individuals contacted, based on their performance in 1999-2000.

\*\*Although the AIDS Program referred four clients to Free at Last, only one client actually entered their program.

Term and Fiscal Impact

Free at Last, as well as the city of East Palo Alto, has been going through a difficult transition period. The recent city redevelopment plan forced Free at Last to relocate to a different part of town. In addition, the agency lost its co-founder and Executive Director. Consequently, Free at Last's contract with the AIDS Program suffered some delays in processing. The term for the HIV testing outreach and drug treatment sections of this agreement is from July 1, 2000, through June 30, 2001. The term for the prevention case management section of this agreement is from October 1, 2000, through September 30, 2001.

The maximum amount of funding for this agreement is \$245,200: \$82,500 from the State MGA, \$50,000 from the Ryan White CARE Act grant, and \$112,700 from CSAT. These grants also fund the administration and monitoring of the contract, which will be performed by existing AIDS Program staff. Expenditures and revenue for this agreement are included in the approved 2000-01 AIDS Program budget. There is no net county cost.

**RECOMMENDED**

  
 HEALTH SERVICES DEPARTMENT

RESOLUTION NO \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
FREE AT LAST

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Free at Last shall provide HIV street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City, residential and non-residential drug treatment services for people with HIV/AIDS, and prevention case management services, and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

AGREEMENT WITH FREE AT LAST FOR  
HIV STREET OUTREACH AND TESTING REFERRAL SERVICES,  
RESIDENTIAL AND NON-RESIDENTIAL DRUG TREATMENT SERVICES  
FOR PEOPLE WITH HIV/AIDS, AND PREVENTION CASE MANAGEMENT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FREE AT LAST, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, AIDS Program; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide HIV street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City; residential and non-residential drug treatment services for people with HIV/AIDS, and prevention case management services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$245,200) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent

contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5 Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

A Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$1,000,000
- 2) Motor Vehicle Liability Insurance ..... \$1,000,000
- 3) Professional Liability ..... \$0

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III)

6 Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation

7 Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.



C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8 Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and

activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County  
AIDS Program  
225 37th Avenue  
San Mateo, CA 94403

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

2) In the case of Contractor, to:

Free at Last  
1796 Bay Road  
East Palo Alto, CA 94303

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of the HIV Testing Outreach and Residential and Non-Residential Drug Treatment services sections of this Agreement shall be from July 1, 2000 through June 30, 2001. The term for the Prevention Case Management services section of this Agreement shall be from October 1, 2000

through September 30, 2001. The term for the overall Agreement shall be from July 1, 2000 through September 30, 2001. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

FREE AT LAST

By: \_\_\_\_\_  
President, Board of Supervisors

By: *[Signature]* CF

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

Date DEC. 28, 2000

ATTEST:

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

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

**SCHEDULE A**

**FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES**

**2000-2001**

**SERVICES**

**A. HIV Street Outreach Intervention and Testing Referral Services (Term: July 1, 2000 through June 30, 2001)**

Contractor shall provide street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City. For the purposes of this Agreement, high-risk individuals shall be defined as AFRICAN-AMERICAN, LATINO AND PACIFIC ISLANDER INJECTION DRUG AND CRACK/COCAINE USERS, AND THEIR SEX PARTNERS, AND AFRICAN-AMERICAN, LATINO, AND PACIFIC ISLANDER MEN WHO HAVE SEX WITH MEN, AND THEIR SEX PARTNERS. Outreach efforts to the above-mentioned populations shall be as follows

|                   |                      |
|-------------------|----------------------|
| African-Americans | Sixty Percent (60%)  |
| Latinos:          | Thirty Percent (30%) |
| Pacific Islanders | Ten Percent (10%)    |

**1. East Palo Alto**

- a Contractor shall provide a minimum of twelve thousand seven hundred fifty (12,750) client contacts in East Palo Alto. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus, and receives verbally, or in writing, information on how to prevent contracting or spreading the HIV virus. For the purposes of this section of this Agreement, a Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT, for a minimum of twelve thousand seven hundred fifty (12,750). The number of "Client Contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
- b. Outreach workers shall give each contact a project-specific HIV test referral card for use at the AIDS Program and Public Health Division test sites. The project-specific referral card used for outreach done in East Palo Alto shall be of a different color than the cards used for outreach done in East Menlo Park and Redwood City (one color for East Palo Alto, one color for East Menlo Park, and one color for Redwood City) Of the cards distributed in East Palo Alto, a minimum of seven hundred fifty (750) will result in the contact receiving HIV testing and counseling For the purposes of

this section of this Agreement, A UOS shall be defined as EACH CLIENT TESTED AND COUNSELED, for a minimum of seven hundred fifty (750) "Testing & Counseling" UOS. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these cards received at the AIDS Program and Public Health Division HIV test sites

- c. Contractor shall refer individuals contacted who test positive for the HIV antibody to the AIDS Program for health and social services as soon as possible.
- d. Contractor shall implement specific strategies to reach each of the target populations. These strategies shall include individual and group HIV/AIDS intervention and testing referral services conducted in various settings

## **2. East Menlo Park and Redwood City**

- a. Contractor shall provide a minimum of one thousand two hundred seventy-five (1,275) client contacts in East Menlo Park and a minimum of two thousand five hundred fifty (2,550) client contacts in Redwood City. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, or in writing, information on how to prevent contracting or spreading the HIV virus. For the purposes of this section of this Agreement, a UOS shall be defined as EACH CLIENT CONTACT, for a total minimum of three thousand eight hundred twenty-five (3,825) "Client Contact" UOS. The number of "Client Contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
- b. Outreach workers shall give each contact a project-specific HIV test referral card for use at the AIDS Program and Public Health Division test sites. The project-specific referral cards used for outreach done in East Menlo Park and Redwood City shall be of different colors than the card used for outreach done in East Palo Alto (one color for East Menlo Park, one color for Redwood City, and one color for East Palo Alto). A minimum of seventy-five (75) of those cards distributed in East Menlo Park will result in the contact receiving HIV counseling and testing, and a minimum of one hundred fifty (150) of those cards distributed in Redwood City will result in the contact receiving HIV testing and counseling. For the purposes of this section of this Agreement, a UOS shall be defined as EACH CLIENT TESTED AND COUNSELED, for a total minimum of two hundred twenty-five (225) "Testing & Counseling" UOS. The number of "Testing & Counseling" UOS shall be measured by tabulation of the number of these cards received at the AIDS Program and Public Health Division HIV test sites.

- c Contractor shall refer individuals contacted who test positive for the HIV antibody to the AIDS Program for health and social services as soon as possible
- d Contractor shall implement specific strategies to reach each of the target populations. These strategies shall include individual and group HIV/AIDS intervention and testing referral services conducted in various settings.

**B. Residential and Non-Residential Drug Treatment Services (Term: July 1, 2000 through June 30, 2001)**

Contractor shall provide residential and non-residential drug treatment services to clients with HIV/AIDS, referred to Contractor by the San Mateo County AIDS Program (County) or its designees. All clients referred shall have documented proof of a diagnosis of HIV/AIDS and proof of residency in San Mateo County.

**1. Residential Drug Treatment Services**

Contractor shall provide the following

- a All usual and customary residential drug treatment services (including individual and group counseling, educational, vocational, housing and aftercare services) as included in Contractor's basic recovery program. For the purposes of this section of this Agreement, a Unit of Services (UOS) is defined as ONE (1) DAY OF RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee.
- b Reasonable accommodations for clients with special dietetic needs and physical limitations.
- c Permission for clients to participate in AIDS Program activities, whenever possible, if deemed a necessary part of client's health care plan by AIDS Program staff.
- d Access to clothing and toiletries.
- e Accessible and reliable transportation to and from medical appointments and social services, as required by AIDS Program.
- f Access to a written drug treatment/recovery plan within fourteen (14) days of admission that includes input and recommendations from AIDS Program staff and any agreements reached between Contractor and

County. Agreements may include, but are not limited to, special services or arrangements needed by the client to accommodate physical/mental limitations. Treatment plans will be reviewed by County and should include aftercare plans, relapse prevention, and housing services.

- g. Access to written monthly progress reports for each client by County or its designee.
- h. Immediate notification to County or its designee if a client is unable to participate in his/her planned program due to changes in health, or if Contractor is planning to discharge client from the program for any reason

## **2. Non-Residential Drug Treatment Services**

Contractor shall provide the following:

- a. All usual and customary non-residential drug treatment services, including individual and group counseling, educational and aftercare services, as included in Contractor's basic program. For the purposes of this section of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee
- b. Reasonable accommodations for clients with physical limitations
- c. Priority admission of clients referred by County or its designee to available non-residential substance abuse recovery services.
- d. Access to a written drug treatment/recovery plan for each client to County or its designee within fourteen (14) days of admission. This plan shall include input, recommendations and any agreements reached between Contractor and County or its designee. Agreements may include, but are not limited to, special services and/or arrangements needed by the client to accommodate physical and/or mental limitations. These plans shall be reviewed by the AIDS Program and shall include aftercare plans and relapse prevention services.
- e. Access to written monthly progress reports for each client for County or its designee.
- f. Immediate notification of County or its designee if the client is unable to participate in their planned program due to changes in health, or if Contractor is planning to discharge the client from the program for any reason.

- g Request prior authorization from County or its designee should a client need to utilize more than five (5) UOS of non-residential drug treatment services in any given week

**C. Prevention Case Management (Term: October 1, 2000 through September 30, 2001)**

**1. Level 1 Contacts**

- a Make seven hundred twenty (720) contacts with out-of-treatment clients and their partners to build trust and constructive relationships and provide initial HIV prevention and risk reduction to clients in the geographic target area. These clients will be referred to as “Level 1” contacts.
- b Make referrals for HIV testing for these same seven hundred twenty (720) contacts from Level 1

**2. Level 2 Contacts**

- a Provide on average one (1) “standard” intervention every three (3) months to one hundred forty-four (144) unduplicated out-of-treatment clients and their partners in the geographic target area. A “standard” intervention shall be defined as an assessment of the client’s progress towards meeting their risk reduction goals (on second or subsequent visits), an HIV risk assessment of client’s behavior, recommendations and plan for reducing HIV risk, assessment of substance use issues, appropriate referrals, and assessment of other factors which may be influencing the client’s risk for HIV. Clients at this intervention level shall be referred to as “Level 2” contacts.

**3. Level 3 Contacts**

- a Provide HIV prevention case management, assessment, and follow-up to one hundred twenty (120) unduplicated out-of-treatment contacts and their partners in the geographic target area. Administer the GPRA assessment tool provided by the AIDS Program. These clients will be referred to as “Level 3” contacts.
- b. Provide prevention case management interventions on average once every six (6) weeks per year to each of the one hundred twenty (120) Level 3 clients. The “prevention case management” intervention shall have the same definition as the “standard” intervention described in 2a above.
- c Provide a six (6) month follow-up to one hundred four (104) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.



- d. Provide a twelve (12) month follow-up to ninety-six (96) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.
- e. Provide thirty-three (33) linkage referrals to primary care medical services
- f. Provide ninety-nine (99) linkage referrals to drug treatment programs
- g. Provide one hundred eight (108) linkage referrals to social and mental health services.

Note. A linkage referral is defined as providing the client with contact information to a service provider and subsequently following-up with the client to ascertain if they received appropriate services

**D. General**

- 1 Contractor shall send a representative to all monthly Service Providers AIDS Network (SPAN) meetings. In addition, Contractor shall send a representative to all regularly scheduled providers meetings facilitated by County if Contractor is currently serving a client who is being funded through this Agreement; and shall confer and attend meetings as deemed necessary or appropriate by County or its designee
2. Compliance with the annual County site visit is required.
- 3 Contractor shall participate in "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
4. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS
- 5 Contractor shall submit copies of all applicable licenses and notify County of any changes in the status of such licensure.
- 6 Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with County, and to permit County, State of California, or any of their duly authorized representatives, including Comptroller General of the United States, to have access to and examine and audit any pertinent books, documents, papers and records of Contractor related to this Agreement.
7. Contractor understands that funding for these services after the end of each program's term is dependent on continued funds Contractor further understands that a "Request for Proposals" (RFP) and/or competitive bidding process may be

undertaken in the future for the provision of these services, and that they may or may not be selected as a contractor to continue the provision of services based on the results of an RFP process

- 8 Contractor, including each outreach staff, shall attend meetings to coordinate project efforts with the AIDS Program and Contractor as requested by the AIDS Program Prevention Services Coordinator. In addition, Contractor, including outreach staff, shall attend other meetings as needed or appropriate
- 9 Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings
- 10 Any public information (e.g., brochures or flyers) about projects funded by the AIDS Program must state somewhere on the item that "This project is funded by the San Mateo County AIDS Program" or "This project is partially funded by the San Mateo County AIDS Program," as appropriate
- 11 County shall maintain the central database for tracking both these client groups. Contractor shall submit copies of all needed data collection tools to facilitate project evaluation
- 12 County shall create a "tickler file" to provide Contractor with a list of all clients requiring follow-up each month

## **PROGRAM OBJECTIVES**

Contractor shall operate their programs with the goal of achieving the following outcome objectives

### **A. HIV Street Outreach Intervention and Testing Referral Services**

#### **1. East Palo Alto**

- a. A minimum of twelve thousand seven hundred fifty (12,750) high-risk African-Americans, Latinos and Pacific Islanders in East Palo Alto shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by team field notes. Of those individuals contacted, a minimum of seven hundred fifty (750) shall subsequently follow through for HIV testing, as measured by a project-specific referral card.

#### **2. East Menlo Park and Redwood City**

- a. A minimum of one thousand two hundred seventy-five (1,275) high-risk African-Americans, Latinos and Pacific Islanders in East Menlo Park shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by team field notes. Of those

individuals contacted, a minimum of seventy-five (75) shall subsequently follow through for HIV testing, as measured by a project-specific referral card

- b A minimum of two thousand five hundred fifty (2,550) high-risk African-Americans, Latinos and Pacific Islanders in Redwood City shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team as measured by team field notes. Of those individuals contacted, a minimum of one hundred fifty (150) shall subsequently follow through for HIV testing, as measured by a project-specific referral card.

**B. Residential and Non-Residential Drug Treatment Services**

**1. Residential Drug Treatment Services**

- a Sixty-five percent (65%) of all clients who complete the first (1<sup>st</sup>) thirty (30) days of treatment will complete the ninety (90) day program
- b Seventy-five percent (75%) of all clients surveyed who complete the treatment program shall report total abstinence from, or significant reduction in, alcohol and drug use ninety (90) days after completion
- c Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1<sup>st</sup>) ninety (90) days of treatment.

**2. Non-Residential Drug Treatment Services**

- a Seventy-five percent (75%) of all clients referred shall complete the first (1<sup>st</sup>) ninety (90) days of treatment.
- b Seventy-five percent (75%) of all clients shall remain drug free throughout the first (1<sup>st</sup>) ninety (90) days of treatment.
- c Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1<sup>st</sup>) ninety (90) days of treatment.

**C. Prevention Case Management**

- 1. At six (6) months, fifty percent (50%) of the two hundred forty (240) standard intervention clients will report reduced unsafe sex.
- 2. At six (6) months, twenty-five percent (25%) of the one hundred eighty (180) case managed clients will report reduced substance abuse

- 3 At twelve (12)-months, twenty-five (25) of the case managed clients will have completed drug treatment successfully.

**D. General**

Contractor shall assess progress toward these objectives during the last month of the third (3<sup>rd</sup>) quarter of each section of this Agreement March 31, 2001, for HIV Testing Outreach and Drug Treatment Services; June 30, 2001, for prevention case management. The results of this assessment shall be reported to County by April 15, 2001, for HIV Testing Outreach and Drug Treatment Services, and by July 15, 2001, for Prevention Case Management.

**REPORTING**

**A. HIV Street Outreach Intervention and Testing Referral Services**

Contractor shall provide the following reports and activities:

- 1 Contractor's outreach workers for this project shall comply with all on-site AIDS Program reporting requirements, including monthly submission of AIDS Program standard outreach data form. Copies of these forms, and a summary of the data from these forms, shall be due the fifth (5<sup>th</sup>) day following the end of the reporting month.
- 2 Quarterly Progress Reports on HIV testing outreach activities shall be due by the fifteenth (15<sup>th</sup>) day following the end of the reporting quarter. The June 2001 report serves as the final project report and shall be due on July 15, 2001. This report shall include a project self-evaluation identifying unmet needs and service gaps for the target populations.
- 3 Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month (Project Budget attached as Attachment II).
- 4 A year-end Financial Report shall be due by August 1, 2001.
- 5 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Should Contractor expend a combined total of all federal awards, which exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management and Budget (OMB) Circular A-133.

**B. Residential and Non-Residential Drug Treatment Services**

There are no reporting requirements for these services.

**C. Prevention Case Management**

Contractor's outreach workers for this project shall comply with all AIDS Program and CSAT reporting requirements, including biweekly submission of CSAT standard outreach data form (Level 2), and the Government Performance Requirement Act forms (GPRAs). Contractor is responsible for insuring that their outreach workers submit these forms in an accurate and timely manner.

## SCHEDULE B

### FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES 2000-2001

#### PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor as follows:

#### A. HIV Street Outreach Intervention and Testing Referral Services

##### 1. East Palo Alto

- a Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures and upon demonstrated progress through required progress reports.
- b In any event, the total payment for services of Contractor provided under this Agreement shall not exceed SEVENTY THOUSAND DOLLARS (\$70,000) SEE BUDGET ATTACHMENT I. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

##### 2. East Menlo Park and Redwood City

- a Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures and upon demonstrated progress through required progress reports.
- b In any event, the total payment for services of Contractor provided under this Agreement shall not exceed TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) SEE BUDGET ATTACHMENT I. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

**B. Residential and Non-Residential Drug Treatment Services**

**1. Residential Drug Treatment Services**

- a For the purposes of this section of this Agreement, a Unit of Service (UOS) is defined as ONE (1) DAY OF RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee
- b County shall pay SIXTY-TWO DOLLARS FIFTY CENTS (\$62.50) per day for the first (1<sup>st</sup>) thirty (30) days of residential drug treatment UOS provided.
- c Contractor shall pay Contractor THIRTY-SIX DOLLARS FIFTY CENTS (\$36.50) per day for the next sixty (60) days of residential drug treatment UOS provided.
- d Contractor shall submit a separate monthly invoice for services provided for County under this section of this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month Each monthly invoice must be based on actual UOS provided and must be accompanied by a financial report specifying cost(s) by UOS for each client provided direct service(s) during the month invoiced. Invoices and financial reports must be in a format approved by County The AIDS Program Director or his designee shall approve all invoices prior to processing of payment.
- e In any event, the total payment for services of Contractor under this section of this Agreement shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

**2. Non-Residential Drug Treatment**

- a For the purposes of this section of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee.
- b County shall pay TWENTY-NINE DOLLARS (\$29) per hour of non-residential drug treatment UOS provided.

- c Should a client need to utilize more than five (5) UOS in any given week, Contractor shall request prior authorization from County or its designee before providing, or invoicing for, such services under the terms of this Agreement.
- d Contractor shall submit a separate monthly invoice for services provided for County under this section of this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Each monthly invoice must be based on actual UOS and must be accompanied by a financial report specifying cost(s) by UOS for each client provided direct service(s) during the month invoiced. Invoices and financial reports must be in a format approved by County. The AIDS Program Director or his designee shall approve all invoices prior to processing of payment.
- 5 In any event, the total payment for services of Contractor under this section of this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

**C. Prevention Case Management**

- 1 In any event, the total payment for services of Contractor under this section of this Agreement shall not exceed ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$112,700)

**D. Entire Agreement**

In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

In any event, the total amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$245,200) for the contract term.



## SCHEDULE C

Contract between County of San Mateo and Free at Last, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

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

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

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

The Contractor(s) (Check a or b)

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

Dekay Kelly - HR DIRECTOR  
Name of 504 Person - Type or Print

|                                       |                          |
|---------------------------------------|--------------------------|
| Free at Last                          | 1796 Bay Road            |
| Name of Contractor(s) - Type or Print | Street Address or PO Box |

|                |       |          |
|----------------|-------|----------|
| East Palo Alto | CA    | 94303    |
| City           | State | Zip Code |

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

12/28/00  
Date

Janice Ellis - CEO  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

**FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES  
BUDGET**

**For HIV Testing Outreach in East Palo Alto  
For the Fiscal Year July 1, 2000 - June 30, 2001**

**PERSONNEL**

**FTE**

**Position**

**Total**

|  |        |                        |
|--|--------|------------------------|
| Executive Director                             | 0 95%  | \$523                  |
| Program Assistant                              | 8 96%  | 3,316                  |
| Administrative Support                         | 8 50%  | 2,211                  |
| Director of Intervention & Prevention Services | 22 55% | 7,440                  |
| Senior Outreach Worker                         | 34 07% | 8,858                  |
| Outreach Worker 1 (Latino male)                | 12 27% | 3,189                  |
| Outreach Worker 2 (Latino male)                | 30 81% | 7,086                  |
| Outreach Worker 3 (African American female)    | 26 19% | 6,023                  |
| Outreach Worker 4 (Pacific Islander female)    | 25 59% | 3,061                  |
| Outreach Worker 5 (African American male)      | 13 26% | 3,316                  |
| Outreach Worker 6 (Latina female)              | 27 55% | 2,579                  |
| <b><u>Total Salaries Expense</u></b>           |        | <b><u>\$47,602</u></b> |
| <br>Bonus                                      |        | <br>-                  |
| Fringe Benefits at 8% of Salaries              |        | 3,808                  |
| Employer Payroll Taxes at 10% of Salaries      |        | 4,760                  |
| <b><u>Total Personnel Expense</u></b>          |        | <b><u>\$8,568</u></b>  |
| <b>Total Salaries &amp; Personnel</b>          |        | <b><u>\$56,170</u></b> |

**OPERATING EXPENSES**

|  |                        |
|--|------------------------|
| Rental of Property                         | 1,701                  |
| Utilities/Telephone                        | 85                     |
| Building Maintenance                       | 112                    |
| Janitorial Service                         | 392                    |
| Office Supplies/Postage                    | 312                    |
| Printing/Copying                           | 531                    |
| Program Educational Supplies               | 1,619                  |
| Insurance                                  | 992                    |
| Staff Training, education reim, conference | 319                    |
| Staff Travel (local & out of town)         | 756                    |
| Telephone/Pagers                           | 439                    |
| Advertising                                | 35                     |
| Furniture & Equipment                      | 920                    |
| <b><u>Total Operating Expenses</u></b>     | <b><u>\$8,213</u></b>  |
| <b><u>TOTAL DIRECT COSTS</u></b>           | <b><u>\$64,383</u></b> |

**Indirect Expenses**

**@ 10% of Personnel** **\$5,617**

**TOTAL EXPENSES**

**\$70,000**

**FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES  
BUDGET  
For HIV Testing Outreach in East Menlo Park and Redwood City  
For the Fiscal Year July 1, 2000 - June 30, 2001**

**PERSONNEL**

**FTE**

**Position**

**Total**

|  |       |                       |
|--|-------|-----------------------|
| Executive Director                             | 0.17% | \$93                  |
| Program Assistant                              | 1.59% | 590                   |
| Administrative Support                         | 1.51% | 393                   |
| Director of Intervention & Prevention Services | 3.40% | 1,123                 |
| Senior Outreach Worker                         | 5.29% | 1,375                 |
| Outreach Worker 1 (Latino male)                | 5.26% | 1,367                 |
| Outreach Worker 2 (Latino male)                | 4.61% | 1,060                 |
| Outreach Worker 3 (African American female)    | 3.79% | 871                   |
| Outreach Worker 4 (Pacific Islander female)    | 4.55% | 544                   |
| Outreach Worker 5 (African American male)      | 2.36% | 590                   |
| Outreach Worker 6 (Latina female)              | 4.90% | 459                   |
| <b><u>Total Salaries Expense</u></b>           |       | <b><u>\$8,465</u></b> |
| Bonus  |       | -                     |
| Fringe Benefits at 8% of Salaries              |       | 677                   |
| Employer Payroll Taxes at 10% of Salaries      |       | 847                   |
| <b><u>Total Personnel Expense</u></b>          |       | <b><u>\$1,524</u></b> |
| <b>Total Salaries &amp; Personnel</b>          |       | <b><u>\$9,989</u></b> |

**OPERATING EXPENSES**

|   |                        |
|---|------------------------|
| Rental of Property                        | 302                    |
| Utilities/Telephone                       | 15                     |
| Building Maintenance                      | 20                     |
| Janitorial Service                        | 69                     |
| Office Supplies/Postage                   | 55                     |
| Printing/Copying                          | 94                     |
| Program Educational Supplies              | 333                    |
| Insurance                                 | 176                    |
| Staff Training, education reim conference | 57                     |
| Staff Travel (local & out of town)        | 285                    |
| Telephone/Pagers                          | 78                     |
| Advertising                               | 6                      |
| Furniture & Equipment                     | 22                     |
| <b><u>Total Operating Expenses</u></b>    | <b><u>\$1,512</u></b>  |
| <b><u>TOTAL DIRECT COSTS</u></b>          | <b><u>\$11,501</u></b> |

**Indirect Expenses**

@ 10% of Personnel \$999

**TOTAL EXPENSES**

**\$12,500**

**FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES**  
**Annual CSAT Budget**  
**For the Fiscal Year October 1, 2000 though September 30, 2001**

| <u>PERSONNEL</u>                           | <u>FTE</u> | <u>Total</u>            |
|--|------------|-------------------------|
| <u>Position</u>                            |            |                         |
| Executive Director                         | 2 73%      | \$1,500                 |
| Chief Operating Officer                    | 6 04%      | 3,200                   |
| Program Director                           | 29 70%     | 9,800                   |
| Program Administrator                      | 5 14%      | 1,900                   |
| Program Assistant                          | 17 69%     | 4,600                   |
| Outreach Worker 1                          | 28 85%     | 7,500                   |
| Outreach Worker 2                          | 28 85%     | 7,500                   |
| Outreach Worker 3                          | 32 61%     | 7,500                   |
| Outreach Worker 4                          | 32 61%     | 7,500                   |
| Outreach Worker 5                          | 62 71%     | 7,500                   |
| Referral and Intake Staff                  | 29 42%     | 7,060                   |
| Court & Custody Advocate                   | 34 68%     | 7,698                   |
| <b><u>Total Salaries Expense</u></b>       |            | <u>\$73,258</u>         |
| Bonus                                      |            | -                       |
| Fringe Benefits at 12% of Salaries         |            | 8,791                   |
| Employer Payroll Taxes at 10% of Salaries  |            | 7,326                   |
| <b><u>Total Personnel Expense</u></b>      |            | <u>\$16,117</u>         |
| <b>Total Salaries &amp; Personnel</b>      |            | <u>\$89,375</u>         |
| <br><b><u>OPERATING EXPENSES</u></b>       |            |                         |
| Rental of Property                         |            | 3,600                   |
| Utilities/Telephone                        |            | 2,585                   |
| Building Maintenance                       |            | 613                     |
| Office Supplies/Postage                    |            | 1,670                   |
| Printing/Copying                           |            | 1,005                   |
| Program Educational Supplies               |            | 250                     |
| Insurance                                  |            | 746                     |
| Staff Training, education reim, conference |            | 529                     |
| Staff Travel (local & out of town)         |            | 2,209                   |
| Gas and Maintenance                        |            | 742                     |
| Vehicle Insurance                          |            | 238                     |
| <b><u>Total Operating Expenses</u></b>     |            | <u>\$14,187</u>         |
| <b><u>TOTAL DIRECT COSTS</u></b>           |            | <u>\$103,562</u>        |
| <br><b>Indirect Expenses</b>               |            |                         |
| @ 10% of Personnel                         |            | \$8,938                 |
| <br><b><u>TOTAL EXPENSES</u></b>           |            | <u><u>\$112,500</u></u> |

**COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION**

**MEMORANDUM**

**DATE: June 28, 2000**

**TO: Priscilla Morse, Risk Management/Insurance Division**  
**FROM: Meredith DuHamel, AIDS Program/PONY #PBH-238**

**CONTRACTOR: Free at Last**

**DO THEY TRAVEL: Yes**

**PERCENT OF TRAVEL TIME: 10%**

**NUMBER OF EMPLOYEES: 33**

**DUTIES (SPECIFIC): Provide residential and non-residential drug treatment for HIV+ clients. Provide HIV testing outreach and referrals and prevention case management**

**COVERAGE:**

|                                  |                    |
|----------------------------------|--------------------|
| Comprehensive General Liability: | <u>\$1,000,000</u> |
| Motor Vehicle Liability:         | <u>\$1,000,000</u> |
| Professional Liability:          | <u>\$0</u>         |
| Worker's Compensation:           | <u>statutory</u>   |

**APPROVE**

**WAIVE**

**MODIFY**

**REMARKS/COMMENTS:**

  
**SIGNATURE** 7-24-00



CHUBB GROUP OF INSURANCE COMPANIES  
15 MOUNTAIN VIEW ROAD WARREN NEW JERSEY

DECLARATIONS  
ASSOCIATION LIABILITY  
INSURANCE

**RECEIVED**

7-19-00

Policy Number 8145-50-48C ABG

FEDERAL INSURANCE COMPANY  
Incorporated under the laws of Indiana  
a stock insurance company herein called the Company

**THIS IS A CLAIMS MADE POLICY** Except as otherwise provided herein, this policy covers only Wrongful Acts reported to the Company during the Policy Period. Please read carefully

Item 1 Association: FREE AT LAST

Item 2 Address: 1946 UNIVERSITY AVENUE  
EAST PALO ALTO, CALIFORNIA  
94303

Item 3. Limits of Liability (A) Each Loss \$ 1,000,000  
(B) Each Policy Year \$ 1,000,000

Item 4 Deductible Amount: \$ 0

Item 5. Policy Period: From JULY 1, 1999  
To JULY 1, 2001

Item 6 Extended Reporting Period: (A) Additional Premium: 50% OF THE ANNUAL PREMIUM  
(B) Additional Period: 365 DAYS

Item 7 Endorsement(s) Effective at Inception Refer to Schedule of Forms Page attached.

Item 8 Termination of Prior Policy(ies): 81455048B

IN WITNESS WHEREOF, the Company issuing this policy has caused this policy to be signed by its Authorized Officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY

*Henry A. Ashick*

Secretary

*Henry R. Offenberg*

President

*Robert Hamburger*  
Authorized Representative

August 10, 1999  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/28/00

**PRODUCER**

Gallagher Heffernan Insurance  
Brokers, Inc. - CA Lic #0726293  
One Market Spear Twr Ste 200  
San Francisco, CA 94105

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**

Free At Last Community Recovery & Reha  
1796 Bay Road  
East Palo Alto, CA 94303

INSURER A American Automobile Insurance Comp  
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.

| INSTRUMENT | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|------------|--|---------------|----------------------------------|-----------------------------------|---|
|            | <b>GENERAL LIABILITY*</b><br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER POLICY PROJECT NO |               |                                  |                                   | EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS-COMP/OP AGG \$ |
|            | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS                      |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                   |
|            | <b>GARAGE LIABILITY*</b><br>ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY EA ACC \$<br>AGG \$  |
|            | <b>EXCESS LIABILITY*</b><br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | WZP80853773   | 07/01/00                         | 07/01/01                          | (WC STATUS) (OTHER)<br>EL EACH ACCIDENT \$1,000,000<br>EL DISEASE EA EMPLOYER \$1,000,000<br>FL DISEASE - POL CY LIMIT \$1,000,000                                |
|            | <b>OTHER</b>   |               |                                  |                                   |   |

\*The limits of liability shown reflect the limits at inception Arthur J. Gallagher & Co. does not assume any responsibility for notification in the event of depletion of the aggregate

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

Proof Of Insurance  
RE Named-Insured Grant/Funding Resource(s)  
Date: Policy Term

**CERTIFICATE HOLDER**

**ADDITIONAL INSURED; INSURER LETTER**

**CANCELLATION**

San Mateo County Aids Program  
Attn: Meredith  
225 37th Avenue  
San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL NOTIFY THE CERTIFICATE HOLDER NAMED TO THE LEFT WITHIN 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

**AUTHORIZED REPRESENTATIVE**

*M. D. ...*