

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: **MAR 14 2001**  
Hearing Date: **MAR 27 2001**

TO: Honorable Board of Supervisors  
FROM: John Conley, Deputy Director, Public Health  
SUBJECT Agreement with AIDS Community Research Consortium (ACRC)

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with AIDS Community Research Consortium (ACRC), to provide case management services at the Willow Clinic, health education & risk reduction services for San Mateo County AIDS Program Early Intervention Program clients, and food services to persons with HIV disease

Background

In June 1999 a "Request for Applications" (RFA) was issued for case management services to be provided to HIV+ clients of the Willow Clinic. Three agencies submitted applications. A Review Panel met on August 2, 1999, and unanimously recommended that ACRC be awarded the contract for these services.

In October 1999, the AIDS Program received an augmentation to its state-funded Early Intervention Program (EIP) for HIV+ clients. One of the program components required by the state Office of AIDS is Health Education. The AIDS Program decided to try a new approach to the provision of health education services by seeking proposals from the community and issued a "Request for Proposals" for these services in October 1999. Two agencies responded, and after a review process, the AIDS Program awarded the contract for health education services to ACRC. ACRC has been offering EIP clients a sixteen-session HIV workshop called "Living Now," which covers the requirements contained in the state's EIP protocols for health education.

Food services for HIV+ clients has been contracted to Catholic Charities for the past three years. The required RFP process for this program was scheduled for December 2000. Catholic Charities announced that they would not be submitting a proposal for renewal of their contract to provide this service.

Discussion

In December 2000, the AIDS Program issued an RFP for an HIV Food Services Program, using \$200,000 in Ryan White CARE Act, Title I (CARE) funding. ACRC submitted the only proposal for this service. The proposal was reviewed by AIDS Program staff who felt the plan proposed was strong and added components which were not provided under the previous contract. An increase in available sites and an expansion of hours open for service are two of the most notable changes from the previous contract with Catholic Charities.

Upon approval, the new agreement will supersede Agreement No. 64000-00-C096 with ACRC.

Outcome Measures

Services	1999-00 Actual	2000-01 Objectives
Percentage of all appropriate client referrals completed as demonstrated by a log maintained by Willow Clinic staff	75%	80%
Percentage of EIP clients demonstrating basic understanding of the health education concepts presented in the Living Now class as evidenced by progress notes	85%	90%
Percentage of clients reporting overall satisfaction with the food services program	NA*	90%
Percentage of clients reporting improved nutrition due to receipt of food services.	NA*	90%

\*These two measures refer to the new, food services, portion of the contract

Term and Fiscal Impact

The term of the agreement is from March 1, 2001 through February 28, 2002. The maximum amount of funding for this agreement is \$295,000 \$45,000 for case management, \$50,000 for health education & risk reduction, and \$200,000 for HIV Food Services Funds for the case management services are provided through Housing Opportunities for People with AIDS (HOPWA), funds for the health education & risk reduction classes are available through the state Office of AIDS, and funds for the food program are from the Ryan White Care Act, Title I (CARE) There is no increased net county cost

**RECOMMENDED**



HEALTH SERVICES DEPARTMENT

## ACRC RFP GRID

1 General Description of RFP	HIV Food Program, EIP Risk Reduction Program, AIDS Case Management
2 List key evaluation criteria	<ul style="list-style-type: none"> <li>• Project description</li> <li>• Applicant capability</li> <li>• Coordination of effort and community support</li> <li>• Work plan</li> <li>• Budget/Budget justification</li> <li>• Project need demonstrated</li> </ul>
3 Where advertised	San Mateo Times
4 In addition to any advertisement, list others to whom RFP was sent	All CBO HIV providers, all County food programs
5 Total number sent to prospective proposers	Approximately 25
6 Number of proposals received	For EIP Risk Reduction – 2 proposals For Case Management – 3 proposals For HIV Food Program – 1 proposal
7 Who evaluated the proposals	EIP Risk Reduction Community representatives and staff AIDS Case Management. Community representatives and staff
8 In alphabetical order, names of proposers (or finalists, if applicable) and location	For EIP Risk Reduction ACRC and El Concilio For AIDS Case Management ACRC, ELLIPSE and Mental Health Association

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
AIDS COMMUNITY RESEARCH CONSORTIUM

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 AIDS Community Research Consortium shall provide case management services for clients at the Willow Clinic, health education and risk reduction services for San Mateo County AIDS Program Early Intervention Program clients, and food services for persons with HIV, 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 AIDS COMMUNITY RESEARCH CONSORTIUM FOR HIV CASE MANAGEMENT, HEALTH EDUCATION AND RISK REDUCTION SERVICES FOR EARLY INTERVENTION PROGRAM CLIENTS, AND HIV FOOD SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called 'County,' and AIDS COMMUNITY RESEARCH CONSORTIUM, 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, Public Health Division 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;

WHEREAS, this Agreement supersedes the agreement between County and Contractor: Agreement No. 63438, executed on February 29, 2000,

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 case management services for Willow Clinic clients; health education and risk reduction services for Early Intervention Program (EIP) clients; and HIV food 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 NINETY-FIVE THOUSAND DOLLARS (\$295,000) 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 . . . . . \$1,000,000

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, subcontractors or consultants 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:  
Michael Edell, Executive Director  
AIDS Community Research Consortium  
1048 El Camino Real, Suite B  
Redwood City, CA 94063

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

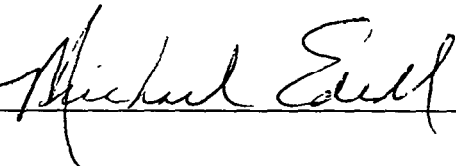
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2001 through February 28, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days written notice to the other party.

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

COUNTY OF SAN MATEO

AIDS COMMUNITY RESEARCH  
CONSORTIUM

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

By:  \_\_\_\_\_

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

Date: 2-20-01

ATTEST:

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

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

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.

\_\_\_\_\_  
Name of 504 Person - Type or Print

AIDS Community Research Consortium  
Name of Contractor(s) - Type or Print

1048 El Camino Real, Suite B  
Street Address or PO Box

Redwood City  
City

CA  
State

94063  
Zip Code

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

2-20-01  
Date

Michael Edell, Executive Director  
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.'

SCHEDULE A  
AIDS COMMUNITY RESEARCH CONSORTIUM  
MARCH 1, 2001 THROUGH FEBRUARY 28, 2002

I. SERVICES

A. Case Management Services

Contractor shall provide case management services to clients of the San Mateo County AIDS Program (AIDS Program), referred by County or its designee. All clients referred shall have documented proof of a diagnosis of HIV/AIDS and proof of residency in San Mateo County.

1. Contractor shall provide a case manager who a) has a B.A. in Social Work (or a minimum of two (2) years as a social service case manager); b) can work independently as well as part of a interdisciplinary team in a busy medical environment; c) is able to assess clients' needs and facilitate access to a variety of community resources; and d) can provide follow-up social services under the direction of the AIDS Program's Social Services Coordinator at the Willow Clinic.
2. County shall, in respect to the case manager provided under this Agreement.
  - a. reserve the right to accept or reject any case management candidate; and
  - b. reserve the right to terminate Contractor's case manager for cause. In such events, the AIDS Program shall notify Contractor within seventy-two (72) hours and provide written documentation of any unsatisfactory conduct or performance of the case manager provided by Contractor. County will pay no additional fees for any such termination.
3. Contractor shall provide a total of one thousand forty (1,040) units of services (UOS). A UOS shall be defined as ONE (1) HOUR OF CLIENT CONTACT OR CONTACT ON BEHALF OF A CLIENT. These numbers will be tabulated based on client contact sheets submitted by the case manager to the AIDS Program.
4. Contractor's case manager will be stationed at the AIDS Program's social services unit at the Willow Clinic and will be under the supervision of the AIDS Program's Willow Clinic Social Services Coordinator. The case manager will function as a member of the AIDS Program's social services team and of the HIV interdisciplinary team established at the Willow Clinic.

5. Contractor's case manager will implement the treatment plans established by the Coordinator, make recommendations for adjustments to treatment plans as necessary, and assist the Coordinator in maximizing services to clients of the AIDS Program's Willow Clinic HIV Social Services Unit.
- 6 Contractor shall send the case manager to all monthly Service Providers AIDS Network (SPAN) meetings. In addition, the case manager shall attend all regularly scheduled providers' meetings facilitated by County, and shall confer and attend meetings as deemed necessary or appropriate by County or its designee.

**B. Health Education and Risk Reduction Services**

Contractor shall provide health education and risk reduction services to clients who are HIV+, live in San Mateo County, and are currently enrolled or eligible for and willing to be enrolled in the San Mateo County AIDS Program's Early Intervention Program (EIP)

1. Contractor shall develop an HIV curriculum that includes strategies and interventions to assist EIP clients to maximize their health and productivity through behavior change support, adherence to treatment regimens, and stress reduction. Curriculum must include, at the very minimum, the educational components required by the state EIP protocols.
2. Contractor shall provide three (3) sixteen (16) session Living Now group educational programs.
- 3 Contractor shall accurately complete and submit Client Contact Forms to AIDS Program EIP staff according to a pre-established schedule.
4. Contractor shall complete services to a minimum of twenty-five (25) unduplicated clients (UDC) and provide a minimum of five hundred (500) UOS. A UOS shall be defined as: a) face-to-face contact with a client; b) telephone calls to clients; and c) client participation in the Living Now Program.
5. Contractor shall provide incentives to stimulate Living Now enrollment and participation.
6. Contractor shall send the Living Now staff to ninety percent (90%) of all EIP case conferences and meetings according to an established schedule.
7. Contractor will reimburse Living Now participants for their transportation to and from class. A ONE HUNDRED DOLLAR (\$100) stipend will be provided as an incentive for all participants who successfully complete all components of the Living Now Program. Lunch will be provided at one (1) of the two (2) weekly classes.

C. HIV Food Services

Contractor shall provide the following services:

1. Provide services to two hundred fifty (250) unduplicated clients living with HIV/AIDS during the term of this Agreement.
2. For the purposes of this Agreement a Unit of Service (UOS) shall be defined as one (1) incidence of service provided (grocery bags, grocery vouchers, nutritional supplements).
3. Provide one (1) bag of groceries each week to two hundred (200) clients living with HIV/AIDS. One (1) bag x two hundred (200) clients x fifty-two (52) weeks = ten thousand four hundred (10,400) UOS. Included in the grocery bags may be nutritional supplements per prescription from an attending physician with preference being give to clients with disabling HIV/AIDS.
4. Provide one (1) TWENTY DOLLAR (\$20) grocery voucher per month to one hundred eighty (180) clients living with HIV/AIDS. One voucher x one hundred eighty (180) clients x twelve (12) months = two thousand one hundred sixty (2,160) UOS Priority shall be given to clients with disabling HIV/AIDS and families with dependent children in the household under the age of eighteen (18) years old

The total number of UOS to be delivered is ten thousand four hundred (10,400) bags of groceries and two thousand one hundred sixty (2,160) grocery vouchers for a total of twelve thousand five hundred eighty (12,580) UOS for the term of this Agreement.

5. Expand food program to reach a goal of nine thousand (9,000) pounds of food in 2001-02.
6. Develop a recipe exchange program designed by a nutritionist to promote client utilization of food services provided; non-HIV identifying recipes will be placed in bags six (6) times per quarter.
7. Attend all relevant HIV/AIDS meetings (SPAN and Partnership Roundtable) and workshops to provide continuing education for Contractor's staff.
8. Participate in the County Client Needs and Satisfaction Survey upon request by the AIDS Program.
9. Allow County's Environmental Health Division to conduct a minimum of two (2) inspections of Contractor's facilities during the term of this Agreement.

## Timeline

First (1<sup>st</sup>) Quarter: March 2001 to May 2001

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide five hundred forty (540) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers
5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit first (1<sup>st</sup>) Quarterly Program Report to the AIDS Program.
7. Develop eligibility criteria for food, vouchers, and nutritional supplements and submit to AIDS Program for approval.
8. At least one (1) staff member will be trained in food handling and will provide in-services for food program staff.
9. Provide to AIDS Program for approval written copies of the following policies and procedures:
  - a. Clients' Rights and Responsibilities
  - b. Client Grievance Procedure
  - c. Consent to Participate
  - d. Adult Abuse Reporting Policy
10. Provide to County a copy of any Memorandum of Understanding between Contractor and other entities involved in the provision of food services under this Agreement. Provide an organizational chart indicating who is responsible for what activities.
11. Provide to County a sample client file, which includes client intake and proof of eligibility forms, progress notes, UOS reports, etc.
12. Develop a client survey to assess overall improvement in nutritional health at the time of intake and at the end of the term of this Agreement.



Second (2<sup>nd</sup>) Quarter: June 2001 to August 2001

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide five hundred forty (540) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit second (2<sup>nd</sup>) Quarterly Program Report to the AIDS Program.

Third (3<sup>rd</sup>) Quarter: September 2001 to November 2001

1. Provide/deliver two thousand six hundred (2,600) bags of groceries
2. Provide five hundred forty (540) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Administer a client survey to assess overall improvement in nutritional health at the time of intake and at the end of the term of this Agreement.
6. Provide one (1) HIV/AIDS-related in-service for staff development.
7. Submit third (3<sup>rd</sup>) Quarterly Program Report to the AIDS Program.

Fourth (4<sup>th</sup>) Quarter: December 2001 to February 2002

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide five hundred forty (540) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.

5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit fourth (4<sup>th</sup>) Quarterly Program Report to the AIDS Program.

D. General

1. Contractor shall comply with annual AIDS Program site visit.
2. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
3. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS
4. Any public information (e.g., brochures, flyers, etc.) about projects funded by County must state somewhere on the item "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.
5. 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.

II. PROGRAM OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

A. Case Management

1. Eighty percent (80%) of all appropriate client referrals will be completed as demonstrated by a log maintained by the Willow HIV Social Services staff.

B. Health Education and Risk Reduction Services

1. Ninety percent (90%) of clients will demonstrate basic understanding of concepts presented in the Living Now Program as evidenced by progress notes.
2. Ninety percent (90%) of clients enrolled in the Living Now Program shall report satisfaction with the program as demonstrated by a client satisfaction survey.

C. HIV Food Services

1. Ninety percent (90%) of clients shall report overall satisfaction with services of the program. This survey shall be conducted in the third (3<sup>rd</sup>) quarter of the contract year, and the results will be included in the third (3<sup>rd</sup>) quarter Quarterly Program Report.
2. Ninety percent (90%) of clients will report improved nutrition due to receipt of food services rendered. This survey will be conducted in the third (3<sup>rd</sup>) quarter of the contract year, and the results will be included in the third (3<sup>rd</sup>) quarter Quarterly Program Report.

Contractor shall report its progress toward these objectives by the end of May 2001.

III. REPORTING

Contractor shall provide the following reports and activities:

A. Case Management Services

1. Contractor's case manager for this project shall comply with all onsite AIDS Program reporting requirements, including weekly submission of client contact sheets and AIDS Program intake forms.
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter reports serve as the final project reports, are due on March 15, 2002, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2002.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

B. Health Education and Risk Reduction Services

1. Contractor's staff shall submit completed EIP Client Contact Forms to the AIDS Program within one (1) week of client contact.
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter report serves as the final project report and is due on March 15, 2002, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2002.

4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

C. HIV Food Services

1. Monthly Financial Reports specifying cost(s) by budget category and per unit(s) of service(s) are due the fifteenth (15<sup>th</sup>) day following the end of the month. (Project Budget attached as Attachment II.)
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter reports serve as the final project reports, are due on March 15, 2002, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. The federally-required Standard Annual Administrative Report (SAAR) is due January 15, 2002. The AIDS Program at any point may request additional SAARs during the contract year as required by their funding sources.
4. Year End Financial Report is due by March 15, 2002.
5. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

SCHEDULE B  
AIDS COMMUNITY RESEARCH CONSORTIUM  
MARCH 1, 2001 THROUGH FEBRUARY 28, 2002

I. PAYMENT

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

A. Case Management Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment I), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000)

B. Health Education & Risk Reduction Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment I), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

C. HIV Food Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment I), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).

In any event, the total amount for all sections of this Agreement shall not exceed TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$295,000).

## SCHEDULE C

Contract between County of San Mateo and AIDS Community Research Consortium, 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.

**AIDS COMMUNITY RESEARCH CONSORTIUM (ACRC)**  
**BUDGET for FY 2001-02**

Service Category	#1		Total
	Ryan White CARE		
	Title I		
<b>Personnel Expenses</b>	<b>FTE</b>		
Executive Director	0.10	In-Kind	In-Kind
Director of Programs	0.15	In-Kind	In-Kind
Food Program Coordinator	0.75	33,000	33,000
Bi-Cultural, Bilingual Intake Coordinator (\$15/hr)	1.00	31,200	31,200
Total Salaries		64,200	64,200
Fringe Benefits @ 26%		16,692	16,692
<b>Total Personnel</b>	<b>2.00</b>	<b>80,892</b>	<b>80,892</b>
<b>Operating Expenses</b>			
Rental of Property		6,424	6,424
Utilities/Telephone		2,750	2,750
Building Maintenance, Supplies & Repair		600	600
Office Supplies/Postage		1,200	1,200
Printing and Reproduction		400	400
Program/Educational Supplies		150	150
Vehicle Operating Costs		1,200	1,200
Insurance/Licenses		1,200	1,200
Vehicle Maintenance/Repair		1,500	1,500
Staff Training		250	250
Staff Travel		600	600
Consultants/Subcontractor (4 hours @ \$65/hr)		3,120	3,120
Other			
Delivered Meals/Groceries & Nutritional Supplements		40,000	40,000
Food Contributions (Second Harvest, Restaurants)		In-Kind	
Grocery Vouchers (1 voucher x 180 clients x 12 months @ \$20.00)		43,200	43,200
<b>Total Operating</b>		<b>102,594</b>	<b>102,594</b>
<b>Total Direct Expenses</b>		<b>183,486</b>	<b>183,486</b>
Indirect Expenses (Ind Exp rate @ 9%)		16,514	16,514
<b>TOTAL EXPENSES</b>		<b>200,000</b>	<b>200,000</b>
Total Unduplicated Clients		250	
Total Units of Service		13,600	
Cost Per Unit of Service		\$14.71	

Prepared by: Ann Parks-Council

Telephone #: (650) 364-6563

Date: 12/29/00

ACCORD CERTIFICATE OF LIABILITY INSURANCE

06/20/00

PRODUCER  
HRH of Northern California  
75 Rowland Way, Suite 350  
Novato, CA 94945  
415 895-9100

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  
AIDS Community Research Consortium  
1048 El Camino Real, Suite B  
Redwood City, CA 94063

INSURER A Hartford Insurance Group  
INSURER B State Compensation Insurance Fund  
INSURER C TIG Insurance Company  
INSURER D  
INSURER E

received  
6/26/00 MP

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

Table with columns: NSR/LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Workers Compensation, and Other Errors & Omissions.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
The certificate holder is an additional insured as respects contractual agreement between insured and the county for health services provided per agreement for the 2000-01 term  
Miscellaneous Coverage - Business Automobile - Pol.# HCF38045196  
(See Attached Descriptions)

CERTIFICATE HOLDER: County of San Mateo Health Services c/o Health Services Agency VIA FAX 1-650-573-2474  
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL NOTIFY BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT... AUTHORIZED REPRESENTATIVE: Joel D. Grand



MEMORANDUM

DATE: 6/26/00

TO: Priscilla Harris, Risk Manager

FROM: MERCEDETH DUHAMEL FAX 2875 PONY PBH 328

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: AIDS COMMUNITY RESEARCH CONSORTIUM

DO THEY TRAVEL: yes

PERCENT OF THE TIME: 10%

NUMBER OF EMPLOYEES: 12

DUTIES (SPECIFIC): PROVIDE HEALTH EDUCATION CLASSES AND CASE MANAGEMENT SERVICES FOR PEOPLE W/HIV  
ALSO PROVIDE SPACE FOR SUPPORT GROUPS (PREMISES AGREEMENT)

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	STATUTORY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

*Priscilla Harris*  
SIGNATURE

PONY EPS-163	SUBMIT TO RISK MANAGEMENT -OR-	FAX 363-4864
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