

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: **SEP 19 2001**  
HEARING DATE: **SEP 25 2001**

TO: Honorable Board of Supervisors  
FROM: John Conley, Deputy Director of Public Health  
SUBJECT: 2001-02 Agreement with El Concilio of San Mateo County

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with El Concilio of San Mateo County for the provision of HIV testing outreach, HIV prevention case management, and HIV prevention services for youth.

Background

On August 22, 2000, your Board approved a one-year contract with El Concilio to provide testing outreach, HIV prevention case management, and HIV prevention services for youth. These services were funded as follows: HIV testing outreach and HIV prevention services were funded through the State AIDS Master Grant Agreement (MGA) for a total of \$65,000; HIV prevention case management was funded through the Center for Substance Abuse Treatment (CSAT) grant for a total of \$90,000. These funds continue to be available for 2001-2002.

In the spring of 2001, your Board approved a resolution to increase the contract amounts of community-based organizations by 10% in order to defray the increasing costs faced by such organizations in this county.

Discussion

This contract with El Concilio is a renewal of their existing contract to provide HIV testing outreach, HIV prevention case management and HIV prevention services for high risk youth. The contract amount is increased by 10% in line with your instructions to increase the contracts of community-based organizations by that amount. A request for proposals for the HIV testing outreach portion of this contract will be conducted in the late fall of 2001 in line with the county policy of conducting such a process at least every three years.

The Division of Hospital and Clinics currently has two additional contracts with El Concilio. The first is a contract to provide targeted multilingual/multicultural outreach, health screenings, and health education to residents in south San Mateo. Funding for that contract comes from the

Health Services Administration (HRSA) grant. The amount of that contract is \$104,000 for the term July 1, 2000 through November 30, 2001. The second contract is for \$120,000, using funding from the Community Access Program (CAP) Grant, to expand chronic disease management services.

Outcome Objectives

Performance Measures	2000-01 Actuals	2001-02 Objectives
Number of men who have sex with men who will be reached through HIV street outreach	2,642	2,700
Percentage of estimated 117 prevention case managed clients who will report reduced unsafe sex at six months	17%	20%
Number of high-risk youth who will know where to go to receive HIV testing and counseling and youth support groups and activities	432	500
Percentage of case managed clients who will report reduced substance abuse at the end of six months	27%	30%

Term and Fiscal Impact

The term of this agreement is from July 1, 2001 through June 30, 2002. Risk Management and County Counsel have reviewed and approved this agreement.

The total amount of the agreement is \$170,500. Of this amount, \$65,000 comes from the State Master Grant Agreement for HIV testing outreach and HIV prevention services for youth, \$90,000 comes from CSAT for prevention case management, and \$15,500 is net county cost. 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 2001-02 AIDS Program budget.

**RECOMMENDED**



**HEALTH SERVICES DEPARTMENT**

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
EL CONCILIO OF SAN MATEO COUNTY

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 El Concilio of San Mateo County shall provide HIV Testing Outreach, Prevention Case Management, and HIV Prevention Services for Youth for the San Mateo County AIDS Program; 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 EL CONCILIO OF SAN MATEO COUNTY  
FOR HIV TESTING OUTREACH AND HIV PREVENTION CASE MANAGEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL  
CONCILIO OF SAN MATEO COUNTY, 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. 63899, executed on August 22, 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 testing outreach, HIV prevention case management, and HIV prevention services for youth 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 ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS (\$170,500) 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.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified



Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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:

Ortensia Lopez  
El Concilio of San Mateo County  
1419 Burlingame Avenue, Suite N  
Burlingame, CA 94010

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 July 1, 2001 through June 30, 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

EL CONCILIO OF SAN MATEO COUNTY

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, San Mateo County

By: Ortensia Lopez

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

Date: 9/3/01

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.

Glوريا Flores - Garcia

Name of 504 Person - Type or Print

El Concilio of San Mateo County

Name of Contractor(s) - Type or Print

1419 Burlingame Avenue, Suite N

Street Address or PO Box

Burlingame

City

CA

State

94010

Zip Code

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

9/3/01

Date

Antonia Lopez

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

### EL CONCILIO OF SAN MATEO COUNTY 2001-2002

#### SERVICES

Contractor shall provide the following services:

##### A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

Contractor shall provide street outreach and HIV testing referral services for target populations consistent with the contract between the State Office of AIDS and the Health Services Agency AIDS Program (Contract #01-15099, MOU #NIGHT 01-41, Objective #1.1, see attached Exhibit "A"). Specifically, this target population is Latino men in all areas of the county, except East Palo Alto, who have sex with men.

1. Contractor shall provide a total of two thousand seven hundred (2,700) client contacts. 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 HIV and receives verbally, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process. A Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT for a total of two thousand seven hundred (2,700) UOS. The number of "client contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
2. The outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program HIV test sites. Of the coupons distributed, at least two hundred seventy-five (275) shall result in the contact receiving HIV counseling and testing. A UOS shall be defined as EACH CLIENT COUNSELED AND TESTED for a total of two hundred seventy-five (275) UOS. This number shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.
3. Contractor shall refer individuals with a positive HIV antibody test to the AIDS Program (or other appropriate site) for health and social services as soon as possible.

##### B. Prevention Case Management

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.

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, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process.

- 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 HIV risk assessment of the client’s behavior, recommendations, plan and goals 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. On second and subsequent visits, the “standard” intervention will include an assessment of the client’s progress toward meeting their risk reduction goals and a plan of action. 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 thirty-five (135) unduplicated out-of-treatment contacts and their partners in the geographic target area. Administer the Government Performance and Results Act (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 thirty-five (135) Level 3 clients. The “prevention case management” intervention shall be defined as an HIV risk assessment of the client’s behavior, recommendations, plan and goals 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. On second and subsequent visits, the “standard” intervention will include an assessment of the client’s progress toward meeting their risk reduction goals and a plan of action.
- c. Provide a six (6) month follow-up to one hundred seventeen (117) 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 one hundred eight (108) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.

- e. Provide linkage referrals to primary care medical services.
- f. Provide linkage referrals to drug treatment programs.
- g. Provide linkage referrals to social and mental health services. 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.
- h. Maintain a confidential client chart for each individual to include consent form, GPRAs, description of the client's HIV risks, and prevention case management notes.

C. Outreach to Youth at Risk

- 1. Develop three (3) new high-risk youth outreach sites.
- 2. Contact five hundred (500) Latino, African-American, and Asian/Pacific Islander youth through street outreach.
- 3. Initiate HIV testing and counseling at developed sites for one hundred (100) high-risk youth.
- 4. Train at least five (5) culturally diverse youth to give HIV presentations to other youth.
- 5. Provide ten (10) weekly support group services to a total of one hundred (100) high-risk youth.

D. General

- 1. Contractor shall comply with the annual County site visit.
- 2. Contractor shall comply with all applicable state and federal statutes regarding anonymity, confidentiality, and HIV/AIDS.
- 3. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with the State of California (via San Mateo County), and to permit the state, county or any of its duly authorized representatives, including Comptroller General of the United States, and to have access to and examine and audit any pertinent books, documents, papers, and records of Contractor related to this Agreement.
- 4. 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 Contractor may or may not be selected as a contractor to continue the provision of services based on the results of an RFP process.

5. 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 Manager. In addition, Contractor, including outreach staff, shall attend other meetings as needed or appropriate.
6. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
7. 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 Health Services AIDS Program" or "This project is partially funded by the San Mateo County Health Services AIDS Program," as appropriate.
8. County shall maintain the central database for tracking clients. Contractor shall submit copies of all needed data collection tools to facilitate project evaluation.
9. County shall provide Contractor with a list of all clients requiring follow-up each month.

#### PROGRAM OBJECTIVES

##### A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

A minimum of two thousand seven hundred (2,700) Latino men in all areas throughout the county, except for East Palo Alto, who have sex with men, shall be contacted, counseled, and referred for testing by the outreach intervention and testing referral team, as measured by the monthly contact and referral reports. Of those individuals contacted, a minimum of two hundred seventy-five (275) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.

##### B. Prevention Case Management

1. At six (6) months, twenty percent (20%) of the one hundred seventeen (117) standard intervention clients will report reduced unsafe sex.
2. At six (6) months, twenty percent (20%) of the one hundred seventeen (117) case managed clients (Level 3) will report reduced substance abuse or increased usage of harm reduction practices as measured by the GPRA assessment tool.
3. At twelve (12) months, forty percent (40%) of the one hundred eight (108) of the Level 3 clients will report reduced unsafe sex as measured by the GPRA assessment tool.



4. At twelve (12) months, forty percent (40%) of the one hundred eight (108) of the Level 3 clients will report reduced substance use or increased usage of harm reduction practices as measured by the GPRA assessment tool.
5. At the end of the fiscal year, twenty percent (20%) of the one hundred eight (108) Level 3 clients will have entered drug treatment as measured by Contractor's monthly report to the field coordinator. Drug treatment will be defined as an outpatient or residential program.

C. HIV Prevention Services for Youth

1. By June 30, 2002, five hundred (500) high-risk youth will know where to go to receive HIV testing and counseling and youth support groups and activities.
2. By June 30, 2002, one hundred (100) high-risk youth will have received an HIV test and counseling session, and will know what high-risk behaviors can lead to HIV infection as measured by an HIV assessment and referral form.
3. By June 30, 2002, seventy percent (70%) of the one hundred (100) high-risk youth will show increased knowledge of HIV, as measured by a Behavior Risk Assessment Form and support group facilitator observation notes.

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 by March 31, 2002, for all sections of this Agreement. The results of this assessment shall be reported to County by April 15, 2002, for all sections of this Agreement.

REPORTING

A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

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 Contractor's units of service reports. Copies of these forms shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month.
2. Quarterly Progress Reports on NIGHT Program activities shall be due by the fifteenth (15<sup>th</sup>) day following the end of the reporting quarter. The June 2002 report serves as the final project report and shall be due on July 15, 2002. 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 IV).
4. A year-end Financial Report shall be due by August 1, 2002.
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. Prevention Case Management**

1. For Level 1 clients, Contractor shall compile the data from the project's outreach workers and submit a monthly units of service report. Copies of this report are due the fifth (5<sup>th</sup>) day following the end of the reporting month.
2. For Level 2 clients, outreach workers shall submit a copy of the Level 2 Center for Substance Abuse Treatment (CSAT) pre-client Data form every two (2) weeks.
3. For Level 3 clients, outreach workers shall submit a copy of the consent form, the GPRA, and the CSAT contact log with UOS every two (2) weeks.
4. 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 IV).
5. A year-end Financial Report shall be due by August 1, 2002.

**C. HIV Prevention Services for Youth**

Contractor shall provide the following reports and activities:

1. Contractor shall comply with all on-site AIDS Program reporting requirements for HIV Prevention Services for Youth, including the monthly submission of AIDS Program standard outreach data forms. Copies of these forms and a summary of the data from these forms are due on the fifteenth (15<sup>th</sup>) day following the end of the reporting month.
2. Monthly Progress Reports on the following prevention education and testing referral activities are due by the fifteenth (15<sup>th</sup>) day following the end of the reporting month:

- a. Development of three (3) high-risk youth outreach sites
- b. Training of five (5) culturally diverse youth to give HIV presentations to other youth enrolled in the GELAAM or BU support groups.

The June 2002 report serves as the final project report and is due on July 15, 2002. This report shall include a project self-evaluation identifying unmet needs and services gaps for the youth at risk population.

3. Monthly standard outreach data forms for the GELAAM and BU support groups. Copies of these forms and a summary of the data from these forms are due on the fifteenth (15<sup>th</sup>) day following the end of the reporting month.

## SCHEDULE B

### EL CONCILIO OF SAN MATEO COUNTY 2001-2002

#### PAYMENTS

A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his designee shall review and approve all invoices prior to the processing of payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress. SEE BUDGET ATTACHMENT IV. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500).

B. Prevention Case Management

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his designee shall review and approve all invoices prior to the processing of payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress. SEE BUDGET ATTACHMENT IV. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed NINETY-NINE THOUSAND DOLLARS (\$99,000).

C. HIV Prevention Services for Youth

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his designee shall review and approve all invoices prior to the processing of payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress. SEE BUDGET ATTACHMENT IV. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed FORTY-FOUR THOUSAND DOLLARS (\$44,000).

D. General

1. Year end financial reports for each section of this Agreement are due thirty (30) days after the term of each component.

2. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by the 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.
3. Invoices for services shall be submitted to:

Mary Jane Wood, Associate Director  
San Mateo County AIDS Program  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403
4. CPA Audit is due one hundred eighty (180) days after the end of Contractor's fiscal year.

County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. In any event, the total amount of this Agreement shall not exceed ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS (\$170,500).

## SCHEDULE C

Contract between County of San Mateo and El Concilio of San Mateo County, 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.

# El Concilio of San Mateo County

## ATTACHMENT IV

### SAN MATEO COUNTY AIDS PROGRAM CONTRACT BUDGET (COST ALLOCATION BY SERVICE CATEGORY)

	#1	#2	#3	Total
Service Category	CSAT	NIGHT Program	Youth	
<b>Personnel Expenses</b>				
Project Director				0
Director of Education/Outreach				0
Community Program Specialist	24,211			24,211
Community Health Worker				0
Community Health Educator				0
Community Workers (Outreach)	42,224	15,638	22,880	80,742
Executive Director				0
Counselor				0
Bookkeeper				0
Database Developer				0
Youth Assistant			1,770	1,770
Vacation				0
<b>Total Salaries</b>	66,435	15,638	24,650	106,723
Fringe Benefits	9,234	3,774	4,229	17,237
<b>Total Personnel</b>	75,669	19,412	28,879	123,960
<b>Consultants</b>				
Program Consultant				0
Evaluation Consultant				0
Youth Stipends			2,500	2,500
Fiscal Consultant	2,500	550	1,200	4,250
Outside Services				0
<b>Total Consultants</b>	2,500	550	3,700	6,750
<b>Operating Expense</b>				
Rent	11,250	3,750	3,750	18,750
Office Supplies			200	200
Printing/Copying			483	483
Software				0
Telephone/Paging	1,000	1,380	1,500	3,880
Local Travel	1,014	1,800	1,300	4,114
Non-local Travel				0
Program Supplies/Health Ed. Material		108	500	608
Training			300	300
Utilities				0
Promotional/Campaign			500	500
Postage				0
<b>Total Operating</b>	13,264	7,038	8,533	28,835
<b>Total Direct Expenses</b>	91,433	27,000	41,112	159,545
<b>Indirect Expenses at 10% or less of Personnel</b>	7,567	500	2,888	10,955
<b>TOTAL EXPENSES</b>	99,000	27,500	44,000	170,500

## **EXHIBIT A**

### **SAN MATEO COUNTY AIDS PROGRAM "NIGHT" HIV STREET OUTREACH PROJECT**

#### **SCOPE OF WORK July 1, 2001 to June 30, 2002**

The Contractor shall work toward achieving the goals and accomplishing the objectives as follows. This shall be done by performing the specified key activities and evaluating the results using the listed methods.

#### **Goal Statement #1:**

**People at high risk for HIV will be targeted for HIV street outreach. As a result, a total of 14,410 high-risk individuals will be reached throughout San Mateo County.**

**Objective: #1.1 By June 30, 2002, 1400 men who have sex with men will be reached through HIV street outreach.**

- a) Subcontractor (pending OA approval) El Concilio of San Mateo County will be contracted to provide street outreach to Latino men who have sex with men in all areas of the county except East Palo Alto.
- b) Subcontractor (pending OA approval) Free At Last will be responsible for reaching out to men who have sex with men in East Palo Alto.
- c) County AIDS Program staff will provide outreach to other men who have sex with men in the county.

**Objective: #1.2 By June 30, 2002, 4500 male and female injection drug users (IDUs) will be reached through HIV street outreach.**

- a) Subcontractor (pending OA approval) Free at Last will be contracted to do outreach to injection drug users and their sexual partners in East Palo Alto and the south county area.
- b) County AIDS Program staff will provide outreach to other IDUs in the county outside of East Palo Alto and south county.

**Objective: #1.3 By June 30, 2002, 6510 male and female stimulant (crack cocaine and methamphetamines) users will be reached through HIV street outreach.**

- a) Subcontractor (pending OA approval) Free at Last will be contracted to do outreach to stimulant drug users in East Palo Alto and the south county area.



**COUNTY OF SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** May 29, 2001

**TO:** Priscilla Morse, Risk Manager

**FROM:** Christina Gipe **FAX:** 573-2875 **PONY:** PBH 328

**SUBJECT:** Contract Insurance Approval

**CONTRACTOR NAME:** El Concilio of San Mateo County

**DO THEY TRAVEL:** Yes

**PERCENT OF TIME:** 90%

**NUMBER OF EMPLOYEES:** 15

**DUTIES (SPECIFIC):** Provide street outreach and HIV testing referral services for target populations consistent with their contract.

<b>COVERAGE:</b>	<b>Amount</b>	<b>Approve</b>	<b>Waive</b>	<b>Modify</b>
Comprehensive General Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$0</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REMARKS/COMMENTS:**

*Priscilla Morse*  
SIGNATURE

**PONY EPS-163**

**SUBMIT TO RISK MANAGEMENT**

**-OR-**

**FAX 363-4864**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/14/01

PRODUCER  
HRH of Central California 11  
P O Box 40022  
Fresno, CA 93755-4022  
559 432-1800

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.

**received**  
5/21/01

### INSURERS AFFORDING COVERAGE

INSURED  
El Concilio Of San Mateo County  
1419 Burlingame Ave. Suite N  
Burlingame, CA 94010

INSURER A: Great American - Non Profit  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC225449903	05/29/01	05/29/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP344859701	05/29/01	05/29/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Attn: Ms. Meredith DuHamel

**CERTIFICATE HOLDER**  
San Mateo County Health Services  
San Mateo AIDS Office  
225 West 37th Ave.  
San Mateo, CA 94403

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
*[Signature]*  
AUTHORIZED REPRESENTATIVE

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

JULY 6, 2001

POLICY NUMBER: 469-01 UNIT 0001571  
CERTIFICATE EXPIRES: 7-1-02

SAN MATEO COUNTY GENERAL HOSPITAL  
DIV OF HOSPITAL & CLINICS/CONTR COORD (HOS316MM)  
222 W 39TH AVENUE  
SAN MATEO CA 94403

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

This policy is not subject to cancellation by the Fund except upon <sup>30</sup>~~15~~ days' advance written notice to the employer.

We will also give you <sup>30</sup>~~15~~ days' advance notice should this policy be cancelled prior to its normal expiration.

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

*Tom Hansen*  
AUTHORIZED REPRESENTATIVE

*KC Bollier*  
PRESIDENT

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE  
07/06/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.  
NAME OF ADDITIONAL INSURED: SAN MATEO COUNTY GENERAL HOSPITAL

ENDORSEMENT #2063 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE  
07/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HISPANIC CONGILLO OF SAN MATEO COUNTY  
1419 BURLINGAME AVENUE #N  
BURLINGAME CA 94010

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: El Concilio of San Mateo County
Contact Person: Ortensia Lopez
Address: 1419 Burlingame Avenue, Suite N
Burlingame, CA 94010
Phone Number: (650) 373-1080 Fax Number: (650) 373-1090

II Employees

Does the Contractor have any employees? x Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes x No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

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

Executed this 3 day of Sept, 2001 at Burlingame, CA (City) (State)

Ortensia Lopez Signature

Ortensia Lopez Name (Please Print)

Executive Director Title

94-2772110 Contractor Tax Identification Number