### COUNTY OF SAN MATEO Departmental Correspondence

DATE: September 11, 2001 HEARING DATE: 9-25-2001

| TO:      | Honorable Board of Supervisors              |
|----------|---|
| FROM:    | John Conley, Deputy Director, Public Health |
| SUBJECT: | 2001-02 Agreement with Free at Last         |

#### RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement superseding Agreement No. 64212 with Free at Last for the provision of HIV street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City; residential and nonresidential drug treatment services for people with HIV/AIDS; and HIV prevention case management.

#### Background

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On January 30, 2001, your Board approved an agreement with Free at Last to provide HIV street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City; residential and non-residential drug treatment services for people with HIV/AIDS; and HIV prevention case management. The amount of the agreement was \$245,200 for the term July 1, 2000 through September 30,2001.

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 the county.

#### Discussion

This new agreement with Free at Last supersedes agreement No. 64212 and includes the 10% increase that your Board approved for the contracts of community-based organizations. In line with these instructions, the payments are as follows: prevention and outreach services have been increased by 10% for a new maximum allowable of \$214,500; the rates for units of service for drug treatment have been increased by 10% with the maximum allowable remaining at \$50,000. 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.

# Honorable Board of Supervisors Agreement/Free at Last Page 2

### Outcome Objectives

| Performance Measures   | 2000-01<br>Actual | 2001-02<br>Objective |
|--|-------------------|----------------------|
| Minimum number of high-risk African-Americans, Latinos and Pacific<br>Islanders contacted by the outreach intervention and testing referral team<br>who will be counseled and referred for testing, as measured by team field<br>notes                       | 15,657            | 16,575               |
| Minimum number of high-risk African-Americans, Latinos and Pacific<br>Islanders contacted by the outreach intervention and testing referral team<br>who will subsequently follow through for HIV testing, as measured by a<br>project-specific referral card | 771               | 975                  |
| Percentage of case managed clients who will report reduced substance<br>abuse at the end of six months   | 24%               | 30%                  |

## Term and Fiscal Impact

The term of the agreement is 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 \$264,500. Of this amount, \$82,500 from the State Master Grant Agreement, \$50,000 from the Ryan White CARE Act grant, \$112,500 from CSAT, and \$19,500 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

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#### RESOLUTION NO.

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

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# RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH FREE AT LAST SUPERSEDING AGREEMENT NO. 64212

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

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

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

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

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FREE AT LAST, hereinafter called "Contractor";

# WITNESSETH:

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. 64212, executed on January 30, 2001;

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

1. <u>Services to be Performed by Contractor</u>

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

## 2. <u>Payments</u>

A. <u>Maximum Amount</u>. 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 SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$264,500) for the contract term.

B. <u>Rate of Payment</u>. 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. <u>Time Limit for Submitting Invoices</u>. 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. <u>Workers' Compensation and Employer Liability Insurance</u>. 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. <u>Liability Insurance</u>. 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 |
|----|---------------------------------|-------------|
|----|---------------------------------|-------------|

- 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. <u>Amendment of Agreement</u>

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. <u>Records</u>

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their

appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1)

In the case of County, to:

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

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

#### 2) In the case of Contractor, to:

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

B. <u>Controlling Law</u>. 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. <u>Term of the Agreement</u>

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

By:

Michael D. Nevin, President Board of Supervisors, San Mateo County

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

ATTEST:

FREE AT LAST By

Date:

By:

Clerk of Said Board

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

### SCHEDULE A

# FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES 2001-2002

#### SERVICES

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

Contractor shall provide street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City. For the purposes of this Agreement, high-risk individuals shall be defined as INJECTION DRUG AND STIMULANT USERS (CRACK, COCAINE, METHAMPHETAMINE, ETC.), AND THEIR SEX PARTNERS; AND MEN WHO HAVE SEX WITH MEN, AND WOMEN.

- 1. East Palo Alto
  - a. Contractor shall provide a minimum of twelve thousand seven hundred fifty (12,750) client contacts in East Palo Alto. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process. For the purposes of this section of this Agreement, a Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT, for a total twelve thousand seven hundred fifty (12,750). The number of "Client Contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
  - b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program test sites. Of the coupons distributed, a minimum of seven hundred fifty (750) will result in the contact receiving HIV testing and counseling. For the purposes of this section of this Agreement, A UOS shall be defined as EACH CLIENT TESTED AND COUNSELED, for a minimum of seven hundred fifty (750) "Testing & Counseling" UOS. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

At the test sites, Contractor's staff will perform outreach in the blocks surrounding the test sites and accompany clients to the site. Contractor's staff will screen the client for high-risk behavior. Furthermore, Contractor's staff will provide pre-education about HIV and the testing process directly before the client is tested.

- c. When a client's HIV status is known to Contractor, Contractor shall refer individuals with a positive HIV antibody test to the AIDS Program (or other appropriate provider) for health and social services as soon as possible.
- d. Contractor shall implement specific strategies to reach each of the target populations. These strategies shall include individual and group HIV/AIDS intervention and testing referral services conducted in various settings.
- 2. East Menlo Park and Redwood City
  - a. Contractor shall provide a minimum of one thousand two hundred seventy-five (1,275) client contacts in East Menlo Park and a minimum of two thousand five hundred fifty (2,550) client contacts in Redwood City. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, and/or in writing, information on basic HIV facts; how to prevent contracting or spreading HIV; and the testing process. For the purposes of this section of this Agreement, a UOS shall be defined as EACH CLIENT CONTACT, for a total minimum of three thousand eight hundred twenty-five (3,825) "Client Contact" UOS. The number of "Client Contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
  - b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program and Public Health Division test sites. A minimum of seventy-five (75) coupons distributed in East Menlo Park will result in the contact receiving HIV counseling and testing, and a minimum of one hundred fifty (150) coupons distributed in Redwood City will result in the contact receiving HIV testing and counseling. For the purposes of this section of this Agreement, a UOS shall be defined as EACH CLIENT TESTED AND COUNSELED, for a total minimum of two hundred twenty-five (225) "Testing & Counseling" UOS. The number of "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

At the test sites, Contractor's staff will perform outreach in the blocks surrounding the test sites and accompany clients to the site. Contractor's staff will screen the client for high-risk behavior. Furthermore, Contractor's staff will provide pre-education about HIV and the testing process directly before the client is tested.

c. When a client's HIV status is known to Contractor, Contractor shall refer individuals with a positive HIV antibody test to the AIDS Program (or other appropriate provider) for health and social services as soon as possible.

- d. Contractor shall implement specific strategies to reach each of the target populations. These strategies shall include individual and group HIV/AIDS intervention and testing referral services conducted in various settings.
- B. Residential and Non-Residential Drug Treatment Services

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

1. Residential Drug Treatment Services

Contractor shall provide the following:

- a. All usual and customary residential drug treatment services (including individual and group counseling, educational, vocational, housing and aftercare services) as included in Contractor's basic recovery program. For the purposes of this section of this Agreement, a Unit of Services (UOS) is defined as ONE (1) DAY OF RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made <u>only</u> for those UOS actually received by the client and authorized by the AIDS Program or its designee.
- b. Reasonable accommodations for clients with special dietetic needs and physical limitations.
- c. Permission for clients to participate in AIDS Program activities, whenever possible, if deemed a necessary part of client's health care plan by AIDS Program staff.
- d. Access to clothing and toiletries.
- e. Accessible and reliable transportation to and from medical appointments and social services, as required by AIDS Program.
- f. Access to a written drug treatment/recovery plan within fourteen (14) days of admission that includes input and recommendations from AIDS Program staff and any agreements reached between Contractor and County. Agreements may include, but are not limited to, special services or arrangements needed by the client to accommodate physical/mental limitations. Treatment plans will be reviewed by County and should include aftercare plans, relapse prevention, and housing services.

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

Contractor shall provide the following:

- a. All usual and customary non-residential drug treatment services, including individual and group counseling, educational and aftercare services, as included in Contractor's basic program. For the purposes of this section of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made <u>only</u> for those UOS actually received by the client and authorized by the AIDS Program or its designee.
- b. Reasonable accommodations for clients with physical limitations.
- c. Priority admission of clients referred by County or its designee to available non-residential substance abuse recovery services.
- d. Access to a written drug treatment/recovery plan for each client to County or its designee within fourteen (14) days of admission. This plan shall include input, recommendations and any agreements reached between Contractor and County or its designee. Agreements may include, but are not limited to, special services and/or arrangements needed by the client to accommodate physical and/or mental limitations. These plans shall be reviewed by the AIDS Program and shall include aftercare plans and relapse prevention services.
- e. Access to written monthly progress reports for each client for County or its designee.
- f. Immediate notification of County or its designee if the client is unable to participate in their planned program due to changes in health, or if Contractor is planning to discharge the client from the program for any reason.
- g. Request prior authorization from County or its designee should a client need to utilize more than five (5) UOS of non-residential drug treatment services in any given week.

#### C. Prevention Case Management

- 1. Level 1 Contacts
  - a. Make one thousand (1,000) 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 one thousand (1,000) contacts from Level 1.
- 2. Level 2 Contacts
  - a. Provide on average one (1) "standard" intervention every three (3) months to two hundred fifty (250) 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 fifty (150) 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 fifty (150) 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 thirty (130) 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 twenty (120) 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.

#### D. General

- 1. Contractor shall send a representative to all monthly Service Providers AIDS Network (SPAN) meetings. In addition, Contractor shall send a representative to all regularly scheduled providers meetings facilitated by County if Contractor is currently serving a client who is being funded through this Agreement; and shall confer and attend meetings as deemed necessary or appropriate by County or its designee.
- 2. Compliance with the annual County site visit is required.
- 3. Contractor shall participate in AIDS Program countywide "Customer Satisfaction Survey," if such participation is requested by County.
- 4. Contractor shall comply with all applicable state and federal statutes regarding anonymity, confidentiality and HIV/AIDS.
- 5. Contractor shall submit copies of all applicable licenses and notify County of any changes in the status of such licensure.

- 6. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with County, and to permit County, State of California, or any of their duly authorized representatives, including Comptroller General of the United States, to have access to and examine and audit any pertinent books, documents, papers and records of Contractor related to this Agreement.
- 7. Contractor understands that funding for these services after the end of each program's term is dependent on continued funds. Contractor further understands that a "Request for Proposals" (RFP) and/or competitive bidding process may be undertaken in the future for the provision of these services, and that they may or may not be selected as a contractor to continue the provision of services based on the results of an RFP process.
- 8. Contractor, including each outreach staff, shall attend meetings to coordinate project efforts with the AIDS Program and Contractor as requested by the AIDS Program Prevention Services Manager. In addition, Contractor, including outreach staff, shall attend other meetings as needed or appropriate.
- 9. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
- 10. Any public information (e.g., brochures or flyers) about projects funded by the AIDS Program must state somewhere on the item that "This project is funded by the San Mateo County Health Services AIDS Program" or "This project is partially funded by the San Mateo County Health Services AIDS Program," as appropriate.
- 11. County shall maintain the central database for tracking the NIGHT and Prevention Case Management client groups. Contractor shall submit copies of all needed data collection tools to facilitate project evaluation.
- 12. County shall provide Contractor with a list of all clients requiring follow-up each month.

#### **PROGRAM OBJECTIVES**

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

- A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program
  - 1. East Palo Alto
    - a. A minimum of twelve thousand seven hundred fifty (12,750) high-risk individuals, as defined in Services, Section A., Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program, of this Schedule, shall be contacted, counseled and referred for testing by the outreach intervention

and testing referral team, as measured by monthly units of service reports. Of those individuals contacted, a minimum of seven hundred fifty (750) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.

- 2. East Menlo Park and Redwood City
  - a. A minimum of one thousand two hundred seventy-five (1,275) high-risk individuals shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by monthly units of service reports. Of those individuals contacted, a minimum of seventy-five (75) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.
  - b. A minimum of two thousand five hundred fifty (2,550) high-risk individuals shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by monthly units of service reports. Of those individuals contacted, a minimum of one hundred fifty (150) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.
- B. Residential and Non-Residential Drug Treatment Services
  - 1. Residential Drug Treatment Services
    - a. Sixty-five percent (65%) of all clients who complete the first (1<sup>st</sup>) thirty (30) days of treatment will complete the ninety (90) day program.
    - b. Seventy-five percent (75%) of all clients surveyed who complete the treatment program shall report total abstinence from, or significant reduction in, alcohol and drug use ninety (90) days after completion.
    - c. Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1<sup>st</sup>) ninety (90) days of treatment.
  - 2. Non-Residential Drug Treatment Services
    - a. Seventy-five percent (75%) of all clients referred shall complete the first (1<sup>st</sup>) ninety (90) days of treatment.
    - b. Seventy-five percent (75%) of all clients shall remain drug free throughout the first (1<sup>st</sup>) ninety (90) days of treatment.
    - c. Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1<sup>st</sup>) ninety (90) days of treatment.

- C. Prevention Case Management
  - 1. At six (6) months, twenty percent (20%) of the one hundred thirty (130) Level 3 clients will report reduced unsafe sex as measured by the GPRA assessment tool.

1

- 2. At six (6) months, twenty percent (20%) of the one hundred thirty (130) Level 3 clients will report reduced substance use 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 twenty (120) 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 twenty (120) 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 twenty (120) 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.
- 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, i.e., March 31, 2002. The results of this assessment shall be reported to County by April 15, 2002.

#### 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 HIV testing outreach activities shall be due by the tenth (10<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 10, 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 III).
- 4. A year-end Financial Report shall be due by August 1, 2002.
- B. Residential and Non-Residential Drug Treatment Services

There are no reporting requirements for these services.

- C. 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 III).
  - 5. A year-end Financial Report shall be due by August 1, 2002.

# D. General

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 Contractor's fiscal year. Should Contractor expend a combined total of <u>all</u> 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.

#### SCHEDULE B

# FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES 2001-2002

#### PAYMENTS

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

- A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program
  - 1. East Palo Alto
    - a. Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress through required progress reports. SEE BUDGET ATTACHMENT III.
    - In any event, the total payment for services of Contractor provided under this section of this Agreement shall not exceed SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
  - 2. East Menlo Park and Redwood City
    - a. Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress through required progress reports. SEE BUDGET ATTACHMENT III.
    - b. In any event, the total payment for services of Contractor provided under this section of this Agreement shall not exceed THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$13,750). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

- B. Residential and Non-Residential Drug Treatment Services
  - 1. Residential Drug Treatment Services
    - a. For the purposes of this section of this Agreement, a Unit of Service (UOS) is defined as ONE (1) DAY OF RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee.
    - b. County shall pay SIXTY-EIGHT DOLLARS SEVENTY-FIVE CENTS (\$68.75) per day for the first (1<sup>st</sup>) thirty (30) days of residential drug treatment UOS provided.
    - c. County shall pay Contractor FORTY DOLLARS FIFTEEN CENTS (\$40.15) per day for the next sixty (60) days of residential drug treatment UOS provided.
    - d. Contractor shall submit a separate monthly invoice for services provided for County under this section of this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Each monthly invoice must be based on actual UOS provided and must be accompanied by a financial report specifying cost(s) by UOS for each client provided direct service(s) during the month invoiced. Invoices and financial reports must be in a format approved by County. The AIDS Program Director or his designee shall approve all invoices prior to processing of payment.
    - e. In any event, the total payment for services of Contractor under this section of this Agreement shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
  - 2. Non-Residential Drug Treatment Services
    - a. For the purposes of this section of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee.
    - b. County shall pay THIRTY-ONE DOLLARS NINETY CENTS (\$31.90) per hour of non-residential drug treatment UOS provided.

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

#### C. Prevention Case Management

- 1. Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress through required progress reports. SEE BUDGET ATTACHMENT III.
- 2. In any event, the total payment for services of Contractor provided under this section of this Agreement shall not exceed ONE HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$123,750). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

#### D. Entire Agreement

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

In any event, the total amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$264,500) for the contract term.

#### SCHEDULE C

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

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

#### Attachment I

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

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

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

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

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

a. () employs fewer than 15 persons.

b. (v) 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.

| Darice Tillery<br>Name of 504 Person)- Type or Print                                      |                          |          |  |  |  |
|---|--------------------------|----------|--|--|--|
| Free at Last  | 1796 Bay I               | Road     |  |  |  |
| Name of Contractor(s) - Type or Print   | Street Address or PO Box |          |  |  |  |
| East Palo Alto  | CA                       | 94303    |  |  |  |
| City  | State                    | Zip Code |  |  |  |
| I certify that the above information is complete and correct to the best of my knowledge. |                          |          |  |  |  |

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

# Free at Last: Community Recovery and Rehabilitation Services

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

|                                       | #1      | #2<br>Redwood City/<br>East Menlo Park |        | #3<br>East Palo Alto |        | Total   |
|---------------------------------------|---------|--|--------|----------------------|--------|---------|
| Service Category                      | CSAT    |  |        |                      |        |         |
|                                       |         |  |        |                      |        |         |
| Personnel Expenses                    |         | FTE                                    |        | FTE                  |        |         |
| Executive Director                    | 1,760   |  | 102    | <u> </u>             | 575    | 2,437   |
| Chief Operating Officer               | 3,958   |  |        | └                    |        | 3,958   |
| Director of Outreach                  | 9,680   |  | 1,235  | L                    | 8,184  | 19,099  |
| Program Administrator                 | 3,410   |  |        |                      |        | 3,410   |
| Program Assistant                     | 5,060   | ╟───┼                                  | 649    |                      | 3,648  | 9,357   |
| Administrative Support                |         | <b> </b>                               | 432    |                      | 2,432  | 2,864   |
| Senior Outreach Worker                |         |  | 1,140  |                      | 7,649  | 8,789   |
| Outreach Worker 1                     | 8,690   |  | 598    |                      | 7,795  | 17,083  |
| Outreach Worker 2                     | 8,690   |  | 958    |                      | 3,508  | 13,156  |
| Outreach Worker 3                     | 8,690   | -                                      | 1,504  | ļ                    | 6,625  | 16,819  |
| Outreach Worker 4                     | 8,690   | ┣∔                                     | 649    | L                    | 3,367  | 12,706  |
| Outreach Worker 5                     | 8,690   |  | 1,166  |                      | 3,648  | 13,504  |
| Outreach Worker 6                     |         |  | 505    |                      | 2,837  | 3,342   |
| Referral and Intake Staff             | 7,766   |  |        |                      |        | 7,766   |
| Court and Custody Advocate            | 5,500   |  |        |                      |        | 5,500   |
| Total Salaries                        | 80,584  |  | 8,938  |                      | 50,268 | 139,790 |
| Fringe Benefits @ 22%                 | 17,728  |  | 1,966  |                      | 11,059 | 30,754  |
| Total Personnel                       | 98,312  | <b></b> ]                              | 10,904 |                      | 61,327 | 170,544 |
| Operating Expenses                    |         | <b>├</b> ─── <u>├</u>                  |        |                      |        |         |
| Rental of Property                    | 3,960   |  | 423    |                      | 2,377  | 6,760   |
| Utilities                             | 2,844   |  | 17     |                      | 314    | 3,175   |
| Building Maintenance                  | 674     |  | 22     |                      | 123    | 819     |
| Janitorial Service                    | 0       |  | 76     |                      | 431    | 507     |
| Office Supplies/Postage               | 1,837   |  | 61     |                      | 343    | 2,241   |
| Printing/Copying                      | 1,106   |  | 103    |                      | 584    | 1,793   |
| Program/Educational Supplies          | 1,375   |  | 366    |                      | 1,781  | 3,522   |
| Insurance                             | 821     |  | 194    |                      | 1,091  | 2,106   |
| Staff Training, Ed. Reim., Conference | 582     |  | 62     |                      | 350    | 994     |
| Staff Travel (local & out-of-town)    | 1,330   |  | 314    |                      | 832    | 2,476   |
| Telephones and Pagers                 | 0       |  | 86     |                      | 483    | 569     |
| Advertising                           | 0       |  | 7      |                      | 39     | 46      |
| Furniture and Equipment               | 0       |  | 24     |                      | 792    | 816     |
| Gas and Maintenance                   | 816     |  | 0      |                      | 0      | 816     |
| Vehicle Insurance                     | 262     |  | 0      |                      | 0      | 262     |
| Total Operating Expenses              | 15,607  |  | 1,755  |                      | 9,540  | 26,902  |
|                                       |         |  |        | ┝<br>┝──             |        | 407.445 |
| Total Direct Expenses                 | 113,919 | ┝┈╌╾┥                                  | 12,659 |                      | 70,867 | 197,446 |
| Indirect Expenses @ 10% of personne   |         |  | 1,090  |                      | 6,133  | 17,054  |
| TOTAL EXPENSES                        | 123,750 |  | 13,750 |                      | 77,000 | 214,500 |

# COUNTY OF SAN MATEO

# Equal Benefits Compliance Declaration Form

| Vendor Identification  |   |                                    | •                                 |                                       |
|--|---|------------------------------------|-----------------------------------|---------------------------------------|
| Name of Contractor:<br>Contact Person:   | Free at Las<br>Rehabilitat  | ion Ser                            |                                   | letan 5                               |
| Address:   | Lenita 2  | Ш́Э                                |                                   |                                       |
| 1791   | 102-49-00   | East Porto                         | AHO, CA.                          | 94303                                 |
| Phone Number: USD-L  | 102-49-20   | Fax Num                            | ber: 4 <u>50 - 4</u> 4            | 2-1055                                |
| ll Employees   |   |                                    |                                   |                                       |
| Does the Contractor hav  | ve any employees?   | <u> </u>                           | No                                |                                       |
| Does the Contractor hav<br>Does the Contractor pro   | vide benefits to spo  | ouses of employ                    | ees?Yes                           | >No                                   |
|  | ver-to one or both of the   |                                    |                                   |                                       |
| III Equal Benefits Compli  | ance (Check one)  | )                                  |                                   |                                       |
| Yes, the Contractor<br>employees with spo<br>Yes, the Contractor<br>in lieu of equal bene<br>No, the Contractor of<br>The Contractor is un | uses and its emplo<br>complies by offerin<br>afits.<br>loes not comply.<br>nder a collective ba | yees with domes<br>g a cash equiva | stic partners.<br>lent payment to | eligible employees                    |
| and expires on   |   |                                    |                                   | · · · · · · · · · · · · · · · · · · · |
| IV Declaration   |   |                                    |                                   |                                       |
| l declare under penalty of true and correct, and that  | I am authorized to  | bind this entity of                | contractually.                    | at the foregoing is                   |
| Executed this <u>3</u> <sup>5</sup> day o  | f <u>Annust</u> , 20 <u>01</u> at   | Fast Palo                          | ATO                               | Calitopnia                            |
| $\sim$   |   | (City)                             |                                   | (State)                               |

le

M

6

Signature

Title

US EFII l

Name (Please Print)

<u>14-3027</u>

Contractor Tax Identification Number

#### COUNTY OF SAN MATEO COUNTY MEMORANDUM

DATE: August 20, 2001

13:11

TO: Priscilla Morse, Risk Manager

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

MGMT.

SUBJECT: Contract Insurance Approval

**CONTRACTOR NAME: Free at Last** 

DO THEY TRAVEL: Yes

PERCENT OF TIME: 90%

NUMBER OF EMPLOYEES: 7

**DUTIES (SPECIFIC):** 

Provide street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City.

| COVERAGE:                       | Amount             | Approve      | Waive   | Modify |
|---------------------------------|--------------------|--------------|---------|--------|
| Comprehensive General Liability | <u>\$1,000,000</u> | ~            |         | ·      |
| Motor Vehicle Liability         | <u>\$1.000,000</u> | <u> </u>     | <u></u> |        |
| Professional Liability          | \$1,000.000        | V            |         |        |
| Worker's Compensation           | Statulory          | $\checkmark$ |         |        |

**REMARKS/COMMENTS:** 

SUBMIT TO RISK MANAGEMENT -OR-

FAX 363-4864

## PONY EPS-163

| $\boldsymbol{A}$ | CORD. CERTI  | FICATE OF LIAB  | SILITY IN                             | ISURAN  | ICE                           | DATE (MM/DD/YY)<br>07/10/01 |  |
|------------------|--|---|---------------------------------------|---|-------------------------------|-----------------------------|--|
| PROD             | UCER   |   | THIS CERT                             | TIFICATE IS ISS   | UED AS A MATTER               | OF INFORMATION              |  |
| Ga.              | llagher Heffernan  | Insurance   | ONLY AN                               | D CONFERS NO  | O RIGHTS UPON T               | HE CERTIFICATE              |  |
| Bro              | okers, Inc CA L  | ic.#0726293   | HOLDER.                               | THIS CERTIFIC   | ATE DOES NOT AN               | IEND, EXTEND OR             |  |
| One              | e Market Spear Tw  | r Ste 200   |                                       | ,   |                               | OLICILO DELOW.              |  |
| Sai              | n Francisco, CA  | 94105   |                                       | INSURERS  | AFFORDING COVERA              | GE                          |  |
| INSU             |  | ity Recovery & Reha   |                                       |   | tomobile Ins                  |                             |  |
|                  | 96 Bay Road  | icy Recovery & Rella  | INSURER B:CC                          | nnecticut   | : Indemnity (                 | Company                     |  |
|                  | st Palo Alto, CA   | 94303   | INSURER C:                            |   | •                             | •                           |  |
|                  |  | 91303   | INSURER D:                            | · · · · · · · · · · · · · · · · · · ·                                     |                               | veo                         |  |
|                  | <u> </u>   |   | INSURER E:                            |   |                               |                             |  |
| r                | ERAGES   |   |                                       |   | Carly bely                    |                             |  |
| AN)<br>MA        | REQUIREMENT, TERM OR CONI<br>PERTAIN, THE INSURANCE AFFO | BELOW HAVE BEEN ISSUED TO THE IN<br>DITION OF ANY CONTRACT OR OTHER<br>IRDED BY THE POLICIES DESCRIBED HI<br>MAY HAVE BEEN REDUCED BY PAID CLAI | DOCUMENT WITH<br>EREIN IS SUBJECT     | RESPECT TO WHI  | CH THIS CERTIFICATE M         | IAY BE ISSUED OR            |  |
|                  | TYPE OF INSURANCE  | POLICY NUMBER   |                                       | POLICY EXPIRATION   | LIM                           | AITS                        |  |
| A                | GENERAL LIABILITY  | MZG80762820   |                                       | 09/01/01  | EACH OCCURRENCE               | \$1,000,000                 |  |
|                  |  |   |                                       |   | FIRE DAMAGE (Any one fir      |                             |  |
|                  | CLAIMS MADE X OCCUR                                      |   |                                       | ļ   | MED EXP (Any one person)      |                             |  |
|                  |  |   |                                       |   | PERSONAL & ADV INJURY         |                             |  |
| l <sup>1</sup>   |  |   |                                       | 1   | GENERAL AGGREGATE             | s2,000,000                  |  |
|                  | GEN'L AGGREGATE LIMIT APPLIES PER:                       | :   |                                       |   | PRODUCTS-COMP/OP AG           |                             |  |
|                  | POLICY JECT LOC  |   | -                                     | :   | •                             | :                           |  |
| A                |  | MZG80762820   | 07/01/00                              | 09/01/01  |                               | <sup>™</sup> \$1,000,000    |  |
|                  | ANY AUTO   |   |                                       | !   | : (Ea accident)               |                             |  |
|                  | SCHEDULED AUTOS  |   |                                       |   | BODILY INJURY<br>(Per person) | \$                          |  |
| i                | X HIRED AUTOS  |   |                                       |   | BODILY INJURY                 | S                           |  |
|                  | X NON-OWNED AUTOS  |   |                                       | :   | (Per accident)                | J                           |  |
| 1                | <u>X Drive Other Car</u>                                 | <b>.</b>  | i                                     |   | PROPERTY DAMAGE               | s                           |  |
|                  | ·  |   |                                       | · · · · · · · · · · · · · · · · · · ·                                     | (Per accident)                |                             |  |
|                  | GARAGE LIABILITY   |   | 1                                     | l ,   | AUTO ONLY - EA ACCIDEN        | NT S                        |  |
|                  | ANY AUTO   |   |                                       |   | OTHER THAN EA ACC             | 5 ' S                       |  |
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|                  | EXCESS LIABILITY   |   |                                       |   | EACH OCCURRENCE               | ; s                         |  |
| 1                | OCCUR CLAIMS MADE  | E   | i.                                    |   | AGGREGATE                     | <u>s</u>                    |  |
|                  | · · · · · · · · · · · · · · · · · · ·                    |   |                                       |   |                               | <u>s</u>                    |  |
| ł                | DEDUCTIBLE   |   |                                       |   |                               | 5                           |  |
|                  | RETENTION S  |   | <u> </u>                              |   |                               | s                           |  |
| В                | WORKERS COMPENSATION AND<br>EMPLOYERS' LIABILITY         | ECF108140   | 07/01/01                              | 07/01/02  | X WC STATU- OTH               | 3                           |  |
| 1                |  |   |                                       |   | E.L. EACH ACCIDENT            | s1,000,000                  |  |
|                  | :  |   |                                       | -   | E.L.DISEASE-EAEMPLOYE         |                             |  |
| <b> </b>         |  |   | <u> </u>                              | <u> </u>  | E.L. DISEASE-POLICY LIM       | <u>ит sl,000,000</u>        |  |
|                  | OTHER  |   |                                       |   |                               |                             |  |
| 1                | •  |   |                                       |   | :                             |                             |  |
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|                  | CRIPTION OF OPERATIONS/LOCATION                          | IS/VEHICLES/EXCLUSIONS ADDED BY END   | ORSEMENT/SPECIA                       | LPROVISIONS   |                               |                             |  |
|                  |  | ant/Funding Resourc   |                                       |   |                               |                             |  |
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| 1 <sup>Da</sup>  | ce.foricy leim   |   |                                       |   |                               |                             |  |
| 1                |  |   | - 1 <u>-</u>                          |   |                               |                             |  |
| L                | <del></del>  |   |                                       |   |                               |                             |  |
| CEI              |  | DITIONAL INSURED; INSURER LETTER:   |                                       | ION Ten Day   | <u>/ Notice for</u>           | <u>Non-Payment</u>          |  |
|                  |  |   |                                       |   | ED POLICIES BE CANCELLED      |                             |  |
|                  |  |   |                                       | DATE THEREOF, THE ISSUING INSURER WILL RINOR AND MAIL O 3.0. DAYS WRITTEN |                               |                             |  |
|                  | tn:Meredith  |   | NOTICE TO THE                         | CERTIFICATE HOLDER  | NAMED TO THE LEFT 38 XTX      | ARTNER XONOXIONALA.         |  |
| 1                | 5 37th Avenue  |   | MARKASE NOOR                          | MG&RION/OFCMARIKIJ  | TO BAN MONR MPRINTER          | NSXIRER REARIEN             |  |
| Sa               | n Mateo, CA 9440   | )3  | REPRESENTAT                           |   |                               |                             |  |
| {                |  |   |                                       | REPRESENTATIVE  |                               |                             |  |
|                  | · · · ·  |   | 4m                                    | Doue  |                               |                             |  |
| ACO              | <b>DRD 25-\$ (7/97)</b> 1 of 2                           | #M53694   |                                       |   | GER © ACORI                   | D CORPORATION 1988          |  |

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