

AGREEMENT WITH AIDS COMMUNITY RESEARCH CONSORTIUM  
FOR HIV CASE MANAGEMENT SERVICES; HEALTH EDUCATION  
AND RISK REDUCTION SERVICES FOR EARLY INTERVENTION  
PROGRAM (EIP) CLIENTS; HEALTH EDUCATION AND RISK REDUCTION  
SERVICES FOR HEPATITIS C CLIENTS; AND HIV FOOD SERVICES

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

W I T N E S S E T H:

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

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the  
general direction of the Director of Health Services, or her designee, with respect to the product  
or result of Contractor's services, shall provide HIV case management services for Willow Clinic  
clients; health education and risk reduction services for Early Intervention Program (EIP) clients;  
health education and risk reduction services for Hepatitis C clients; HIV food services; and rental  
of premises 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 THREE HUNDRED FIFTY-NINE  
THOUSAND FIVE HUNDRED DOLLARS (\$359,500) 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 ..... \$1,000,000

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

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

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:

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

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

12. Term of the Agreement

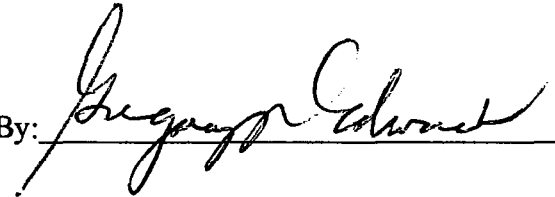
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2002 through February 28, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

AIDS COMMUNITY RESEARCH  
CONSORTIUM

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

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

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

Date: 4/23/02 \_\_\_\_\_

ATTEST:

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

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



SCHEDULE A  
AIDS COMMUNITY RESEARCH CONSORTIUM  
MARCH 1, 2002 THROUGH FEBRUARY 28, 2003

I. SERVICES

A. Case Management Services

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

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

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

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

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

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

C. HIV Food Services

Contractor shall provide the following services:

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

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

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

## Timeline

### First (1<sup>st</sup>) Quarter: March 2002 to May 2002

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide five hundred forty (540) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit first (1<sup>st</sup>) Quarterly Program Report to the AIDS Program.
7. Develop eligibility criteria for food, vouchers, and nutritional supplements and submit to AIDS Program for approval.
8. At least one (1) staff member will be trained in food handling and will provide in-services for food program staff.
9. Provide to County a copy of any Memorandum of Understanding between Contractor and other entities involved in the provision of food services under this Agreement. Provide an organizational chart indicating who is responsible for what activities.

### Second (2<sup>nd</sup>) Quarter: June 2002 to August 2002

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

Third (3<sup>rd</sup>) Quarter: September 2002 to November 2002

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

Fourth (4<sup>th</sup>) Quarter: December 2002 to February 2003

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

D. Outreach and Support Services for Hepatitis C Clients

Contractor shall provide outreach and support services to clients who are Hepatitis C+ and live in San Mateo County.

1. Contractor shall develop an outreach program for people with or at high risk for Hepatitis C, including strategies and interventions to assist clients in accessing County's Hepatitis C screening program, as well as Contractor's Hepatitis C Living Now group educational program. The outreach program will also be designed to maximize the health and productivity of individuals

living with Hepatitis C by supporting them to adopt or maintain low transmission-risk behaviors and adhere to healthy practices through ongoing secondary prevention interventions before, during and after participation in Hepatitis C Living Now classes.

2. Contractor shall complete services to a minimum of sixty (60) unduplicated clients (UDC) and provide a minimum of five hundred (500) units of service (UOS). A UOS shall be defined as:
  - a. face-to-face contact with a clients; and/or
  - b. telephone calls to clients.
3. Provide to County a sample client file, which includes client intake and proof of eligibility forms, progress notes, UOS reports, etc.

E. Rental of Premises

1. Contractor hereby agrees to allow County to occupy the premises located at 1048 El Camino Real, Suite B, Redwood City, California 94063.

Described as follows: Meeting areas in Suites A and B and the common areas located within them.

Date and Time of Operation: Mondays and Wednesdays from 6:00 pm to 9:30 pm.

If Contractor's lease expires, or is otherwise terminated, this section of this Agreement shall have the same effective date of termination. However, this is subject to a thirty (30) day notification provision, if possible. The following utilities will be furnished without charge:

Gas ☒ Electricity ☒ Water ☒ Other \_\_\_\_\_

2. Special Terms and Conditions:

- a. County shall disclose to the participants the nature of any relationship between County's representatives and Contractor, and that Contractor is not endorsing, sponsoring, advocating, or in any way assuming responsibility for County's meetings on these premises.
- b. County shall oversee use of the premises to ensure that it is kept clean.
- c. County shall be given security codes for the premises. County agrees never to share the security code for the premises with any unauthorized persons.

- d. County shall report to Contractor any equipment malfunctions which occur during County's use of the premises.
  - e. County shall use office equipment only insofar as authorized by Contractor's staff.
  - f. County shall report to Contractor any injuries or other emergencies which occur during County's use of the premises.
  - g. County will be issued one (1) key to the front door of the premises. County shall never duplicate the key to the premises issued for County's use, and shall return said key upon termination of this Agreement for any reason.
  - h. County and County's participants shall not place phone calls, transmit facsimiles or make photocopies for personal use while on the premises.
  - i. County shall ensure that there is no smoking in the facility.
3. Space to be Used for: San Mateo County AIDS Program support groups.
4. Mutual Hold Harmless: It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of Section I.E., Rental of Premises, of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify Contractor, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of Section I.E., Rental of Premises, of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

The indemnification provisions shall survive termination of this Agreement for any reason.

In the event of concurrent negligence of Contractor, its officers and/or employees, and County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of Section I.E., Rental of Premises, of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

5. Public Liability and Property Damage Insurance: County shall furnish evidence of liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) as to each person and ONE MILLION

DOLLARS (\$1,000,000) for each occurrence for personal injury and ONE MILLION DOLLARS (\$1,000,000) for property damage, said insurance to be kept in full force and effect at all times during the terms of this Agreement and shall name Contractor, its officers, directors, landlord, and employees as additional insured. County shall also furnish evidence of an agreement by the insurance carrier that the policy shall not be canceled or reduced without first being given thirty (30) days' notice thereof to the insurance department of Contractor, 1048 El Camino Real, Suite B, Redwood City, California 94063.

F. General

1. Contractor shall comply with annual AIDS Program site visit.
2. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
3. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS.
4. Any public information (e.g., brochures, flyers, etc.) about projects funded by County must state somewhere on the item "This project is funded by the San Mateo County AIDS Program," or "This project is partially funded by the San Mateo County AIDS Program," as appropriate.
5. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with County, and to permit County, State of California, or any of their duly authorized representatives, including Comptroller General of the United States, to have access to and examine and audit any pertinent books, documents, papers, and records of Contractor related to this Agreement.

II. PROGRAM OBJECTIVES

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

A. Case Management

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

B. Health Education and Risk Reduction Services

1. Ninety percent (90%) of clients will demonstrate basic understanding of concepts presented in the Living Now Program as evidenced by progress notes.



2. Ninety percent (90%) of clients enrolled in the Living Now Program shall report satisfaction with the program as demonstrated by a client satisfaction survey.

C. HIV Food Services

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

D. Outreach and Support Services for Hepatitis C Clients

1. Seventy percent (70%) of people at risk for Hepatitis C who are referred by the outreach program for Hepatitis C screening will actually seek Hepatitis C screening, as measured by referral coupons distributed and received.
2. Eighty percent (80%) of people with Hepatitis C who are referred by the outreach program to the Hepatitis C Living Now Program will actually enroll in that program, as measured by referral coupons distributed and received.
3. Eighty percent (80%) of people with Hepatitis C who are receiving outreach interventions will demonstrate a reduction in or maintenance of behaviors which transmit Hepatitis C to others, as measured on pre/post knowledge and behavior surveys.
4. Ninety percent (90%) of clients served by the Hepatitis C outreach and support program shall report satisfaction with the program as demonstrated by a client satisfaction survey.

III. REPORTING

Contractor shall provide the following reports and activities:

A. Case Management Services

1. Contractor's case manager for this project shall comply with all onsite AIDS Program reporting requirements, including weekly submission of client contact sheets and AIDS Program intake forms.

2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter reports serve as the final project reports, are due on March 15, 2003, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2003.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

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

1. Contractor's staff shall submit completed EIP Client Contact Forms to the AIDS Program within one (1) week of client contact.
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter report serves as the final project report and is due on March 15, 2003, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2003.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

**C. HIV Food Services**

1. Monthly Financial Reports specifying cost(s) by budget category and per unit(s) of service(s) are due the fifteenth (15<sup>th</sup>) day following the end of the month. (Project Budget attached as Attachment III.)
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter reports serve as the final project reports, are due on March 15, 2003, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. The federally-required Standard Annual Administrative Report (SAAR) is due January 15, 2003. The AIDS Program at any point may request additional SAARs during the contract year as required by their funding sources.
4. Year End Financial Report is due by March 15, 2003.
5. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

D. Outreach and Support Services for Hepatitis C Clients

1. Contractor's staff shall submit completed Outreach Client Contact Records to the Disease Control and Prevention Unit monthly, by the fifth (5<sup>th</sup>) day following the end of the reporting month.
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter report serves as the final project report and is due on March 15, 2003, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2003.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

SCHEDULE B  
AIDS COMMUNITY RESEARCH CONSORTIUM  
MARCH 1, 2002 THROUGH FEBRUARY 28, 2003

I. PAYMENT

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

A. Case Management Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500).

B. Health Education & Risk Reduction Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000).

C. HIV Food Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000).

D. Outreach and Support Services for Hepatitis C Clients

1. Contractor shall submit monthly invoices and financial statements for services provided for Disease Control and Prevention Unit by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget (see Attachment III), and upon demonstrated progress through required progress reports.
2. The total amount for this section of this Agreement shall not exceed THIRTY THOUSAND DOLLARS (\$30,000).

E. Rental of Premises

The premises shall be occupied by County for the rental cost of SEVENTY-FIVE DOLLARS (\$75) per week. In any event, the total amount of this section of this Agreement shall not exceed FIVE THOUSAND DOLLARS (\$5,000) for the term of this Agreement.

In any event, the total amount for all sections of this Agreement shall not exceed THREE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$359,500).

## SCHEDULE C

Contract between County of San Mateo and AIDS Community Research Consortium, hereinafter called "Contractor."

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

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.

Gregory W. Edwards

Name of 504 Person - Type or Print

AIDS Community Research Consortium

Name of Contractor(s) - Type or Print

1048 El Camino Real, Suite B

Street Address or PO Box

Redwood City

City

CA

State

90463

Zip Code

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

April 23, 2002  
Date

Gregory W. Edwards  
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."

# ATTACHMENT III

**San Mateo County AIDS Program  
ACRC Health Education and Risk Reduction Contract  
Proposed Budget  
March 1, 2002 to February 28, 2003**

		Rate	FTE	Budget
Director of Programs	Manages and implements the program	60,000	0.275	16,500
Administrative Assistant	Coordinates class materials and intake	29,120	0.125	3,640
Custodian	Maintains program offices and meeting areas	31,200	0.035	1,092
Salaries subtotal			0.435	21,232
Fringe benefits @ 26%				5,520
Total personnel expenses				26,752
Meals	15 participants x \$7.50/participant x 16 meetings x 3 sessions			5,400
Rent	Approximately \$6,622/FTE x 0.435 FTE's			4,967
Participant stipends	15 participants x \$100/participant x 3 sessions			4,500
Travel reimbursements	15 participants x \$5/participant x 16 meetings x 3 sessions			3,600
Insurance	Approximately \$3,735/FTE x 0.435 FTE's			1,625
Speakers	5 speakers x \$100 x 3 sessions			1,500
Telephone	Approximately \$1,738/FTE x 0.435 FTE's			756
Program supplies	15 participants x \$10/participant x 3 sessions			450
Utilities	Approximately \$927/FTE x 0.435 FTE's			403
Equipment rental/maintenance	Approximately \$695/FTE x 0.435 FTE's			302
Postage	Approximately \$278/FTE x 0.435 FTE's			121
Office supplies	Approximately \$192/FTE x 0.435 FTE's			84
Total non-personnel expenses				23,707
Total direct expenses				50,459
Indirect expenses	9% of direct expenses			4,541
Total expenses				55,000



# ATTACHMENT III

**San Mateo County AIDS Program  
ACRC HCV Outreach Coordination Contract  
Proposed Budget  
March 1, 2002 to February 28, 2003**

		Rate	FTE	Budget
Bilingual Program Coordinator	Coordinates HCV outreach	32,500	0.425	13,813
Administrative Assistant	Provides office support	29,120	0.050	1,441
Salaries subtotal			0.475	15,254
Fringe benefits @ 26%				3,966
Total personnel expenses				19,220
Rent	Approximately \$6,622/FTE x 0.475 FTE's			3,142
Insurance	Approximately \$3,735/FTE x 0.475 FTE's			1,772
Telephone	Approximately \$1,738/FTE x 0.475 FTE's			825
Utilities	Approximately \$927/FTE x 0.475 FTE's			440
Equipment rental/maintenance	Approximately \$695/FTE x 0.475 FTE's			330
Travel	\$11.25/month x 12 months			135
Postage	Approximately \$278/FTE x 0.475 FTE's			132
Office supplies	Approximately \$192/FTE x 0.475 FTE's			91
Total non-personnel expenses				6,867
Total direct expenses				26,087
Indirect expenses	15% of direct expenses			3,913
Total expenses				30,000

# ATTACHMENT III

**San Mateo County AIDS Program  
ACRC Case Management Contract  
Proposed Budget  
March 1, 2002 to February 28, 2003**

		Rate	FTE	Budget
Case Manager	Full-time case manager	34,925	1.000	34,925
Director of Programs	Oversees program and refers clients	60,000	0.025	1,500
Salaries subtotal			1.025	36,425
Fringe benefits @ 26%				9,471
Total personnel expenses				45,896
Conferences, conventions, mtgs.	Continuing education for case mgr.			250
Insurance	General liability and auto insurance			116
Total non-personnel expenses				366
Total direct expenses				46,262
Indirect expenses	7% of direct expenses			3,238
Total expenses				49,500

# ATTACHMENT III

**San Mateo County AIDS Program  
ACRC HIV Food Service Contract  
Proposed Budget  
March 1, 2002 to February 28, 2003**

		Rate	FTE	Budget
Program Manager	Manages and implements the program	38,115	0.800	30,492
Program Assistant	Assists with food purchases and distribution	31,200	0.400	12,480
Director of Programs	Supervises the Program Manager	60,000	0.080	4,800
Administrative Assistant	Receives clients and provides office support	29,120	0.152	4,426
Custodian	Maintains the program's offices and storage areas	31,200	0.040	1,248
Salaries subtotal			1.472	53,446
Fringe benefits @ 26%				13,896
Total personnel expenses				67,342
Purchased services	ELLIPSE subcontract - \$3,221/month x 12 months			38,650
Food vouchers	\$20/voucher x 160 vouchers/month x 12 months			38,400
Groceries	\$2,880/month x 12 months for produce, meat, and canned goods			34,560
Rent	Approximately \$6,622/FTE x 1.472 FTE's			9,748
Insurance	Approximately \$3,735/FTE x 1.472 FTE's			5,498
Telephone	Approximately \$1,738/FTE x 1.472 FTE's			2,558
Travel	Vehicle gas and maintenance at \$167/month			2,000
Utilities	Approximately \$927/FTE x 1.472 FTE's			1,365
Equipment rental/maintenance	Approximately \$695/FTE x 1.472 FTE's			1,023
Postage	Approximately \$278/FTE x 1.472 FTE's			409
Office supplies	Approximately \$192/FTE x 1.472 FTE's			283
Total non-personnel expenses				134,493
Total direct expenses				201,835
Indirect expenses	9% of direct expenses			18,165
Total expenses				220,000

## COUNTY OF SAN MATEO

### Equal Benefits Compliance Declaration Form

#### I Vendor Identification

Name of Contractor: AIDS Community Research Consortium  
Contact Person: Gregory W. Edwards  
Address: 1048 El Camino Real  
Redwood City, CA 94063  
Phone Number: (650) 364-6563 Fax Number: (650) 364-9001

#### II Employees

Does the Contractor have any employees? X Yes \_\_\_ No

Does the Contractor provide benefits to spouses of employees? X Yes \_\_\_ No

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

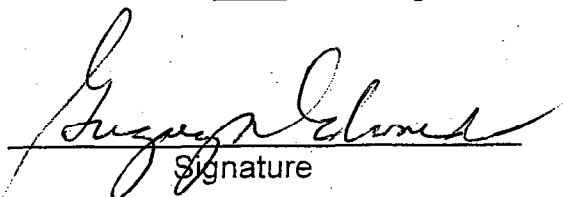
#### III Equal Benefits Compliance (Check one)

- ☒ 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 23rd day of April, 2002 at Redwood City, CA  
(City) (State)

  
Signature

Gregory W. Edwards  
Name (Please Print)

Interim Executive Director  
Title

94-3100725  
Contractor Tax Identification Number

**COUNTY OF SAN MATEO COUNTY  
MEMORANDUM****DATE:** April 15, 2002**TO:** Priscilla Morse, Risk Manager**FROM:** Christina Gipe **FAX:** 573-2875 **PONY:** PBH 328**SUBJECT:** Contract Insurance Approval**CONTRACTOR NAME:** AIDS Community Research Consortium**DO THEY TRAVEL:** Yes**PERCENT OF TIME:** 10%**NUMBER OF EMPLOYEES:** 12**DUTIES (SPECIFIC):** Provide housing and emergency assistance for people with HIV/AIDS.

<b>COVERAGE:</b>	<b>Amount</b>	<b>Approve</b>	<b>Waive</b>	<b>Modify</b>
Comprehensive General Liability	<u>\$1,000,000</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Motor Vehicle Liability	<u>\$1,000,000</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$1,000,000</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Worker's Compensation	<u>statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>

**REMARKS/COMMENTS:**

  
SIGNATURE

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
 08/31/01

**PRODUCER**  
 HRH of Northern California  
 75 Rowland Way, Suite 350  
 Novato, CA 94945  
 415.895-9100

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Federal Insurance Company  
 INSURER B: The Travelers Indemnity Co. of Ill  
 INSURER C: State Compensation Insurance Fund  
 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	35774940	06/04/01	06/04/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 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
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO	B101751W461	06/04/01	06/04/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY- EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CUP1947W224	06/04/01	06/04/02	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER				<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTH- <input checked="" type="checkbox"/> TORY LIMITS <input type="checkbox"/> FB E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Miscellaneous Coverage - Business Automobile - Pol.# BINDER297028

## Form Information

(See Attached Descriptions)

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER	CANCELLATION
County of San Mateo Health Services c/o Health Serv. Agency San Mateo, CA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>NOTICE BY MAIL</del> <u>AP</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT <del>AND BY MAIL TO THE CERTIFICATE HOLDER</del> WHERE NO INFORMATION OF CANCELLATION IS RECEIVED FROM THE INSURER, THE CERTIFICATE HOLDER SHALL BE RESPONSIBLE FOR THE CANCELLATION. AUTHORIZED REPRESENTATIVE <i>Jack D. Z...</i>