

AGREEMENT WITH EL CONCILIO OF SAN MATEO COUNTY
FOR HIV TESTING OUTREACH AND HIV PREVENTION CASE MANAGEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CONCILIO OF SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide HIV testing outreach, and HIV prevention case management 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 FIFTY THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS (\$50,421) for the contract term.

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

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

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents,

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

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

5. Insurance

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to

the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

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

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

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

Such insurance shall include:

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

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

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

6. Non-Discrimination

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to

Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

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

limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

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

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

2) In the case of Contractor, to:

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

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

EL CONCILIO OF SAN MATEO COUNTY

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

By:  _____

Date: _____

Date: July 10, 2002

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and El Concilio of San Mateo County, hereinafter called "Contractor."

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

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.

Gloria Flores-Garcia
Name of 504 Person - Type or Print

El Concilio of San Mateo County
Name of Contractor(s) - Type or Print

1419 Burlingame Avenue, Suite N
Street Address or PO Box

Burlingame
City

CA 94010
State Zip Code

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

7/8/02
Date

[Signature]
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

SCHEDULE A

EL CONCILIO OF SAN MATEO COUNTY 2002-2003

SERVICES

Contractor shall provide the following services:

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

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

1. Contractor shall provide a total of two thousand two hundred ninety-five (2,295) client contacts. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading HIV and receives verbally, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process. A Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT for a total of two thousand two hundred ninety-five (2,295) UOS. The number of "client contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
2. The outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program HIV test sites. Of the coupons distributed, at least two hundred seventy-five (275) shall result in the contact receiving HIV counseling and testing. A UOS shall be defined as EACH CLIENT COUNSELED AND TESTED for a total of two hundred seventy-five (275) UOS. This number shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.
3. Contractor shall refer individuals with a positive HIV antibody test to the AIDS Program (or other appropriate site) for health and social services as soon as possible.

B. Prevention Case Management

Services under this section will be provided from July 1, 2002 to September 30, 2002.

Contractor shall provide follow-up to unduplicated out-of-treatment contacts and their partners in the geographic target area, who participated in the HIV prevention case management or assessment as Level 3 contacts.

- a. Provide a six (6) month follow-up to twenty-nine (29) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.
- b. Provide a twelve (12) month follow-up to twenty-seven (27) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.
- c. Provide linkage referrals to primary care medical services.
- d. Provide linkage referrals to drug treatment programs.
- e. 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.
- f. Maintain a confidential client chart for each individual to include GPRAs, description of the client's HIV risks, and prevention case management notes.

C. General

1. Contractor shall comply with the annual County site visit.
2. Contractor shall comply with all applicable state and federal statutes regarding anonymity, confidentiality, and HIV/AIDS.
3. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with the State of California (via San Mateo County), and to permit the state, county or any of its duly authorized representatives, including Comptroller General of the United States, and to have access to and examine and audit any pertinent books, documents, papers, and records of Contractor related to this Agreement.
4. Contractor understands that funding for these services after the end of each program's term is dependent on continued funds. Contractor further understands that a "Request for Proposals" (RFP) and/or competitive bidding process may be undertaken in the future for the provision of these services, and that Contractor may or may not be selected as a contractor to continue the provision of services based on the results of an RFP process.
5. Contractor, including each outreach staff, shall attend meetings to coordinate project efforts with the AIDS Program and Contractor as requested by the AIDS Program Prevention Services Manager. In addition, Contractor, including outreach staff, shall attend other meetings as needed or appropriate.

6. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
7. Any public information (e.g., brochures or flyers) about projects funded by the AIDS Program must state somewhere on the item that "This project is funded by the San Mateo County Health Services AIDS Program" or "This project is partially funded by the San Mateo County Health Services AIDS Program," as appropriate.
8. County shall maintain the central database for tracking clients. Contractor shall submit copies of all needed data collection tools to facilitate project evaluation.
9. County shall provide Contractor with a list of all clients requiring follow-up each month.

PROGRAM OBJECTIVES

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

A minimum of two thousand two hundred ninety-five (2,295) Latino men in all areas throughout the county, except for East Palo Alto, who have sex with men, shall be contacted, counseled, and referred for testing by the outreach intervention and testing referral team, as measured by the monthly contact and referral reports. Of those individuals contacted, a minimum of two hundred seventy-five (275) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.

B. Prevention Case Management

Services under this section will be provided from July 1, 2002 to September 30, 2002.

1. At three (3) months, twenty percent (20%) of the twenty-nine (29) standard intervention clients will report reduced unsafe sex.
2. At three (3) months, twenty percent (20%) of the twenty-nine (29) case managed clients (Level 3) will report reduced substance abuse or increased usage of harm reduction practices as measured by the GPRA assessment tool.
3. At three (3) months, forty percent (40%) of the twenty-seven (27) of the Level 3 clients will report reduced unsafe sex as measured by the GPRA assessment tool.
4. At three (3) months, forty percent (40%) of the twenty-seven (27) 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 three (3) months, twenty percent (20%) of the twenty-seven (27) Level 3 clients will have entered drug treatment as measured by Contractor's monthly report to the field coordinator. Drug treatment will be defined as an outpatient or residential program.

C. General

Contractor shall assess progress toward these objectives as follows:

1. for the Neighborhood Intervention Geared to High Risk Testing Program during the last month of the third (3rd) quarter for the, i.e., March 31, 2003. The results of this assessment shall be reported to County by April 15, 2003.
2. for the Prevention Case Management Program during the second week of August 2002. The results of this assessment shall be reported to County by August 30, 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 weekly submission of Contractor's units of service reports, utilizing the Evaluating Local Intervention (ELI) forms supplied by San Mateo County AIDS Program (SMCAP), which are required by the Office of AIDS.
2. Quarterly Progress Reports on NIGHT Program activities shall be due by the fifteenth (15th) day following the end of the reporting quarter. The June 2003 report serves as the final project report and shall be due on July 15, 2003. 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 (15th) day following the end of the reporting month (Project Budget attached as Attachment IV).
4. A year-end Financial Report shall be due by August 1, 2003.

B. Prevention Case Management

Services under this section will be provided from July 1, 2002 to September 30, 2002.

1. For Level 3 clients, outreach workers shall submit a copy of the GPRA, and the CSAT contact log with UOS every two (2) weeks.
2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15th) day following the end of the reporting month (Project Budget attached as Attachment IV).
3. A three-month Financial Report shall be due by November 1, 2002.

C. 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 the Contractor's fiscal year. Should Contractor expend a combined total of all federal awards, which exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management and Budget (OMB) Circular A-133.

SCHEDULE B

EL CONCILIO OF SAN MATEO COUNTY 2002-2003

PAYMENTS

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

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

B. Prevention Case Management

Services under this section will be provided from July 1, 2002 to September 30, 2002.

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program under this Agreement by the fifteenth (15th) day following the end of the invoiced month. The AIDS Program Director or his designee shall review and approve all invoices prior to the processing of payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress. SEE BUDGET ATTACHMENT IV. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed TWENTY-TWO THOUSAND NINE HUNDRED TWENTY-ONE (\$22,921).

C. General

1. Year end financial reports for each section of this Agreement are due thirty (30) days after the term of each component.
2. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by the County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
3. Invoices for services shall be submitted to:

Mary Jane Wood, Associate Director
San Mateo County AIDS Program
225 37th Avenue
San Mateo, CA 94403

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

County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. In any event, the total amount of this Agreement shall not exceed FIFTY THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS (\$50,421) for the contract term.

El Concilio of San Mateo County			
ATTACHMENT IV			
BUDGET (COST ALLOCATION BY SERVICE CATEGORY)			
FISCAL YEAR 2002-03			
Line Items	NIGHT	CSAT	TOTAL
TOTAL REVENUES	27,500	22,921	50,421
Personnel			0
Project Director			0
Community Program Specialist		4,017	4,017
Community Workers (Outreach)	19,282	11,034	30,316
Vacation			0
Total Salaries	19,282	15,051	34,333
Fringe Benefits	4,843	2,312	7,155
Total Personnel	24,125	17,363	41,488
			0
Consultants			0
Program Consultant			0
Evaluation Consultant			0
Fiscal Consultant		500	500
Total Consultants	0	500	500
			0
Direct Program Costs			0
Rent	2,813	2,344	5,157
Office Supplies		100	100
Printing/Copying			0
Telephone/Cellular phones		300	300
Local Travel	562	450	1,012
Non-local Travel			0
Program Supplies/Health Ed. Material		128	128
Training			0
Utilities			0
Promotional/Campaign			0
Postage			0
Subtotal Direct Program Costs	3,375	3,322	6,697
			0
Equipment/Furnishings			0
Subtotal Equipment/Furnishings	0	0	0
			0
Indirect			0
Insurance Liability			0
Audit			0
Miscellaneous 10%		1,736	1,736
Subtotal Indirect	0	1,736	1,736
			0
TOTAL EXPENSES	27,500	22,921	50,421
			0
Surplus (Deficit)	0	0	0

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: ElConcilio of San Mateo County
Contact Person: Ortensia Lopez
Address: 1419 Burlingame Ave. Ste. N
Burlingame, CA 94010
Phone Number: 650-373-1080 Fax Number: 650-373-1090

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? 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 10 day of July, 20 at Burlingame, CA
(City) (State)

Ortensia Lopez
Signature

Ortensia Lopez
Name (Please Print)

Executive Director
Title

94-772110
Contractor Tax Identification Number

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 3

DATE: July 3, 2002
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163
FROM: Maria Gonzalez - 573-2031, FAX 573-2875 PONY - PBH 328
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: El Concilio of San Mateo

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90%

NUMBER OF EMPLOYEES: 15

DUTIES (SPECIFIC): Contractor provides outreach and HIV testing and Case Management Services

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Professional Liability	_____	_____	<u>✓</u>	_____
Worker's Compensation	<u>statutory</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

7-10-02

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/10/02

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

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

INSURERS AFFORDING COVERAGE

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

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

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	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"/> PROJECT <input type="checkbox"/> LOC	PAC225449903	05/29/02	05/29/03	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP344859702	05/29/02	05/29/03	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-EP
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

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

CERTIFICATE HOLDER
Health Services Agency
AIDS Program
225 37th Avenue
San Mateo, CA 94403

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Johnnie H. Steinert

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JULY 11, 2002

POLICY NUMBER: 469-02 UNIT 0001571
CERTIFICATE EXPIRES: 7-1-03

SAN MATEO COUNTY AIDS PROGRAM
ATTN: MARIA GONZALEZ
225-37TH AVE. ROOM 23
SAN MATEO CA 94403

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

This policy is not subject to cancellation by the Fund except upon ³⁰~~ten~~ days' advance written notice to the employer.

We will also give you ³⁰~~ten~~ days' advance notice should this policy be cancelled prior to its normal expiration.

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

Tom Hansen

AUTHORIZED REPRESENTATIVE

Kel Bollier

PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS NOTICE EFFECTIVE 07/01/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HISPANIC CONCILLO OF SAN MATEO COUNTY
1419 BURLINGAME AVE. STE N
BURLINGAME CA 94010