

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

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

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

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of
the services described in Schedule A, the amount that County shall be obligated to pay for

services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY-THREE THOUSAND FIFTY-SIX DOLLARS (\$173,056) 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 Attachments 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:

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

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, 2002 through June 30, 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

FREE AT LAST

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

By: Chata Alfaro

Date: _____

Date: 7-18-02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

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

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

Attachment I

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

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

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

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

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

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Darice Tillery

Name of 504 Person - Type or Print

Free at Last

Name of Contractor(s) - Type or Print

1796 Bay Road

Street Address or PO Box

East Palo Alto

City

CA

State

94303

Zip Code

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

7-18-02

Date

Chata Alfaro Interim E.D.

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

FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES 2002-2003

SERVICES

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

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

1. East Palo Alto

- a. Contractor shall provide a minimum of ten thousand eight hundred thirty-eight (10,838) client contacts in East Palo Alto. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process. For the purposes of this section of this Agreement, a Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT, for a total ten thousand eight hundred thirty-eight (10,838). The number of "Client Contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
- b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program test sites. Of the coupons distributed, a minimum of seven hundred thirteen (713) will result in the contact receiving HIV testing and counseling. For the purposes of this section of this Agreement, A UOS shall be defined as EACH CLIENT TESTED AND COUNSELED, for a minimum of seven hundred thirteen (713) "Testing & Counseling" UOS. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

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

- c. When a client's HIV status is known to Contractor, Contractor shall refer individuals with a positive HIV antibody test to the AIDS Program (or

other appropriate provider) for health and social services as soon as possible.

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

2. East Menlo Park and Redwood City

- a. Contractor shall provide a minimum of one thousand eighty-four (1,084) client contacts in East Menlo Park and a minimum of two thousand one hundred sixty-seven (2,167) client contacts in Redwood City. A client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, and/or in writing, information on basic HIV facts; how to prevent contracting or spreading HIV; and the testing process. For the purposes of this section of this Agreement, a UOS shall be defined as EACH CLIENT CONTACT, for a total minimum of three thousand two hundred fifty-one (3,251) "Client Contact" UOS. The number of "Client Contact" UOS shall be measured by tabulation of contact records kept by the outreach workers.
- b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program and Public Health Division test sites. A minimum of seventy-two (72) coupons distributed in East Menlo Park will result in the contact receiving HIV counseling and testing, and a minimum of one hundred forty-two (142) coupons distributed in Redwood City will result in the contact receiving HIV testing and counseling. For the purposes of this section of this Agreement, a UOS shall be defined as EACH CLIENT TESTED AND COUNSELED, for a total minimum of two hundred fourteen (214) "Testing & Counseling" UOS. The number of "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

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

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

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

B. Residential and Non-Residential Drug Treatment Services

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

1. Residential Drug Treatment Services

Contractor shall provide the following:

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

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

2. Non-Residential Drug Treatment Services

Contractor shall provide the following:

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

C. Prevention Case Management

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

1. Level 3 Contacts

- a. Provide HIV prevention case management, assessment, and follow-up to forty-five (45) unduplicated out-of-treatment contacts and their partners in the geographic target area. Administer the Government Performance and Results Act (GPRA) assessment tool provided by the AIDS Program. These clients will be referred to as "Level 3" contacts.
- b. Provide prevention case management interventions on average once every six (6) weeks to each of the forty-five (45) Level 3 clients. The "prevention case management" intervention shall be defined as an HIV risk assessment of the client's behavior, recommendations, plan and goals for reducing HIV risk, assessment of substance use issues, appropriate referrals, and assessment of other factors which may be influencing the client's risk for HIV. On second and subsequent visits, the "standard" intervention will include an assessment of the client's progress toward meeting their risk reduction goals and a plan of action.
- c. Provide a six (6) month follow-up to thirty-two (32) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.
- d. Provide a twelve (12) month follow-up to thirty-two (32) of these same Level 3 contacts. Administer the GPRA assessment tool provided by the AIDS Program.
- e. Provide linkage referrals to primary care medical services.
- f. Provide linkage referrals to drug treatment programs.
- g. Provide linkage referrals to social and mental health services. A linkage referral is defined as providing the client with contact information to a service provider and subsequently following-up with the client to ascertain if they received appropriate services.
- h. Maintain a confidential client chart for each individual to include, GPRAs, description of the client's HIV risks, and prevention case management notes.

D. General

1. Contractor shall send a representative to all monthly Service Providers AIDS Network (SPAN) meetings. In addition, Contractor shall send a representative to all regularly scheduled providers meetings facilitated by County if Contractor is currently serving a client who is being funded through this Agreement; and shall confer and attend meetings as deemed necessary or appropriate by County or its designee.
2. Compliance with County site visits is required.
3. Contractor shall participate in AIDS Program countywide "Customer Satisfaction Survey," if such participation is requested by County.
4. Contractor shall comply with all applicable state and federal statutes, including, but not limited to those, regarding anonymity, confidentiality and HIV/AIDS.
5. Contractor shall submit copies of all applicable licenses and notify County of any changes in the status of such licensure.
6. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with County, and to permit County, State of California, or any of their duly authorized representatives, including Comptroller General of the United States, to have access to and examine and audit any pertinent books, documents, papers and records of Contractor related to this Agreement.
7. Contractor understands that funding for these services after the end of each program's term is dependent on continued funds. Contractor further understands that a "Request for Proposals" (RFP) and/or competitive bidding process may be undertaken in the future for the provision of these services, and that they may or may not be selected as a contractor to continue the provision of services based on the results of an RFP process.
8. Contractor, including each outreach staff, shall attend meetings to coordinate project efforts with the AIDS Program and Contractor as requested by the AIDS Program Prevention Services Manager. In addition, Contractor, including outreach staff, shall attend other meetings as needed or appropriate.
9. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
10. Any public information (e.g., brochures or flyers) about projects funded by the AIDS Program must state somewhere on the item that "This project is funded by the San Mateo County Health Services AIDS Program" or "This project is

partially funded by the San Mateo County Health Services AIDS Program,” as appropriate.

11. County shall maintain the central database for tracking the NIGHT and Prevention Case Management client groups. Contractor shall submit copies of all needed data collection tools to facilitate project evaluation.
12. County shall provide Contractor with a list of all clients requiring follow-up each month.

PROGRAM OBJECTIVES

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

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

1. East Palo Alto
 - a. A minimum of ten thousand eight hundred thirty-eight (10,838) high-risk individuals, as defined in Services, Section A., Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program, of this Schedule, shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by monthly units of service reports. Of those individuals contacted, a minimum of seven hundred thirteen (713) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.
2. East Menlo Park and Redwood City
 - a. A minimum of one thousand eighty-four (1,084) high-risk individuals shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by monthly units of service reports. Of those individuals contacted, a minimum of seventy-two (72) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.
 - b. A minimum of two thousand one hundred sixty-seven (2,167) high-risk individuals shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by monthly units of service reports. Of those individuals contacted, a minimum of one hundred forty-two (142) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon.

B. Residential and Non-Residential Drug Treatment Services

1. Residential Drug Treatment Services

- a. Sixty-five percent (65%) of all clients who complete the first (1st) thirty (30) days of treatment will complete the ninety (90) day program.
- b. Seventy-five percent (75%) of all clients surveyed who complete the treatment program shall report total abstinence from, or significant reduction in, alcohol and drug use ninety (90) days after completion.
- c. Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1st) ninety (90) days of treatment.

2. Non-Residential Drug Treatment Services

- a. Seventy-five percent (75%) of all clients referred shall complete the first (1st) ninety (90) days of treatment.
- b. Seventy-five percent (75%) of all clients shall remain drug free throughout the first (1st) ninety (90) days of treatment.
- c. Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1st) ninety (90) days of treatment.

C. 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 forty-five (45) Level 3 clients will report reduced unsafe sex as measured by the GPRA assessment tool.
2. At three (3) months, twenty percent (20%) of the forty-five (45) Level 3 clients will report reduced substance use or increased usage of harm reduction practices as measured by the GPRA assessment tool.
3. At three (3) months, forty percent (40%) of the thirty-two (32) 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 thirty-two (32) 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 thirty-two (32) Level 3 clients will have entered drug treatment as measured by Contractor's monthly report to the field coordinator. Drug treatment will be defined as an outpatient or residential program.

D. General

Contractor shall assess progress toward these objectives 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 HIV testing outreach activities shall be due by the tenth (10th) day following the end of the reporting quarter. The June 2003 report serves as the final project report and shall be due on July 10, 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. Residential and Non-Residential Drug Treatment Services

There are no reporting requirements for these services.

C. 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.

D. General

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of 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

FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES 2002-2003

PAYMENTS

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

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

B. Residential and Non-Residential Drug Treatment Services

1. Residential Drug Treatment Services

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

2. Non-Residential Drug Treatment Services

- a. For the purposes of this section of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED TO EACH CLIENT. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by the AIDS Program or its designee.
- b. County shall pay THIRTY-ONE DOLLARS NINETY CENTS (\$31.90) per hour of non-residential drug treatment UOS provided per client.

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

C. Prevention Case Management

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

- 1. Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15th) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress through required progress reports. SEE BUDGET ATTACHMENT IV.
- 2. In any event, the total payment for services of Contractor provided under this section of this Agreement shall not exceed THIRTY-TWO THOUSAND THREE HUNDRED SIX DOLLARS (\$32,306). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

D. Entire Agreement

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

payment due or become due to Contractor under this Agreement or any other agreement.

In any event, the total amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY-THREE THOUSAND FIFTY-SIX DOLLARS (\$173,056) for the contract term.

Free at Last: Community Recovery and Rehabilitation Services

ATTACHMENT IV BUDGET (COST ALLOCATION BY SERVICE CATEGORY) FISCAL YEAR 2002-03

Service Category	#1	#2	#3	Total
	CSAT	Redwood City/ East Menlo Park	East Palo Alto	
Personnel Expenses		FTE	FTE	
Executive Director	457	102	575	1,134
Chief Operating Officer	1,033			1,033
Director of Outreach	2,527	1,235	8,184	11,946
Program Administrator	889			889
Program Assistant	1,326	649	3,648	5,623
Administrative Support		432	2,432	2,864
Senior Outreach Worker		1,140	7,649	8,789
Outreach Worker 1	2,268	598	7,795	10,661
Outreach Worker 2	2,268	958	3,508	6,734
Outreach Worker 3	2,268	1,504	6,625	10,397
Outreach Worker 4	2,268	649	3,367	6,284
Outreach Worker 5	2,268	1,166	3,648	7,082
Outreach Worker 6		505	2,837	3,342
Referral and Intake Staff	2,027			2,027
Court and Custody Advocate	1,435			1,435
Total Salaries	21,034	8,938	50,268	80,240
Fringe Benefits @ 22%	4,627	1,966	11,059	17,653
Total Personnel	25,661	10,904	61,327	97,893
Operating Expenses				
Rental of Property	1,035	423	2,377	3,835
Utilities	743	17	314	1,074
Building Maintenance	176	22	123	321
Janitorial Service		76	431	507
Office Supplies/Postage	480	61	343	884
Printing/Copying	289	103	584	976
Program/Educational Supplies	359	366	1,781	2,506
Insurance	213	194	1,091	1,498
Staff Training, Ed. Reim., Conference	154	62	350	566
Staff Travel (local & out-of-town)	348	314	832	1,494
Telephones and Pagers		86	483	569
Advertising		8	39	47
Furniture and Equipment		24	792	816
Gas and Maintenance	214			214
Vehicle Insurance	68			68
Total Operating Expenses	4,079	1,756	9,540	15,375
Total Direct Expenses	29,740	12,660	70,867	113,267
Indirect Expenses @ 10% of personnel	2,566	1,090	6,133	9,789
TOTAL EXPENSES	32,306	13,750	77,000	123,056

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Free at Last
Contact Person: Darice Tillery / CHATA ALFARO
Address: 1796 Bay Road
East Palo Alto, CA 94303
Phone Number: 650-462-6999 Fax Number: 650-462-1055

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 18 day of July, 2003 at East Palo Alto, CA
(City) (State)

Chata Alfaro
Signature

CHATA ALFARO
Name (Please Print)

Interim Executive Director
Title

94-3193317
Contractor Tax Identification Number

COUNTY OF SAN MATEO
AIDS PROGRAM
M E M O R A N D U M

Number of pages faxed 3

DATE: July 18, 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: Free at Last

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90%

NUMBER OF EMPLOYEES: 7

DUTIES (SPECIFIC): Contractor will provide outreach and HIV testing, residential and non-residential drug treatment, and HIV prevention case management services

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$500k/m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse7-18-02

Client#: 734

FREEAT

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
07/17/02

PRODUCER

Arthur J. Gallagher & Co., Ins.
Brokers of CA Inc Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

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

Free At Last Community Recovery & Reha
1796 Bay Road
East Palo Alto, CA 94303

INSURER A: Travelers Insurance Company
INSURER B: Connecticut Indemnity Company
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 OF 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	660807X7114	09/01/01	09/01/02	EACH OCCURRENCE \$1,000,000
X	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	8101844W376	09/01/01	09/01/02	COMBINED SINGLE LIMIT (EA accident) \$1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF10814001	07/01/02	07/01/03	X WCS STAT. OTH- TORY LIMITS FB
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE-EA EMPLOYEE \$1,000,000
					E.L. DISEASE-POLICY LIMIT \$1,000,000
A	OTHER Includes Social Workers Errors & Omission	660807X7114	09/01/01	09/01/02	Professional Liability \$500,000 Each Occurrence \$1,000,000 Aggregate

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

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds are included as additional insured per attached attendant endorsement

RE: Named-Insured programs, operations & activities

Date: Policy Term

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION Ten Day Notice for Non-Payment

San Mateo County Aids Program
66 Bover Drive
San Mateo, CA 94402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT AND TO EACH ADDITIONAL INSURED NAMED TO THE RIGHT OF THE CERTIFICATE HOLDER. THIS NOTICE SHALL BE SENT BY MAIL TO THE CERTIFICATE HOLDER AND TO EACH ADDITIONAL INSURED NAMED TO THE RIGHT OF THE CERTIFICATE HOLDER. THE CERTIFICATE HOLDER AND EACH ADDITIONAL INSURED NAMED TO THE RIGHT OF THE CERTIFICATE HOLDER SHALL BE RESPONSIBLE FOR THE COST OF SUCH NOTICE.

AUTHORIZED REPRESENTATIVE

Jim Davis

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 660807X7114

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON or
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Aids Program
66 Bovet Drive
San Mateo, CA 94402

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds are included as additional insured per attached attendant endorsement RE:Named-Insured programs, operations & activities Date:Policy Term

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

AS RESPECTS LIABILITY, IT IS AGREED THAT ALL RIGHT OF SUBROGATION IS HEREBY WAIVED UNDER SUCH INSURANCE POLICY AS RESPECTS THE ADDITIONAL INSUREDS AS IDENTIFIED IN THIS ENDORSEMENT.