

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. 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 SIXTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$68,600) 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. Invoice Submission. 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 : - 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 sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) 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 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. Pursuant to 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.

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 any amount 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 (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. ASSIGNMENT OF CONTRACT

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Schedule D, and 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. Notice of Delivery

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, 2003 through June 30, 2004. 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

By: Orlando Lopez

Date: _____

Date: 5/5/03

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. (x) 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.

Ortensia Lopez

Name of 504 Person - Type or Print

El Conci...
Name of Contractor(s) - Type or Print

1419 Burlingame Avenue, Suite N
Street Address or PO Box

San Diego
City

CA
State

94010
Zip Code

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

5/6/03
Date

Ortensia Lopez
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

SCHEDULE A
EL CONCILIO OF SAN MATEO COUNTY
July 1, 2003 through June 30, 2004

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). 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 three thousand (3,000) 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 three thousand (3,000) 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, 2003 to December 31, 2003.

Contractor shall provide outreach, prevention case management and HIV risk-reduction services to substance abusers in the areas of North Fair Oaks, San Mateo, Daly City, South San Francisco, San Bruno and Coastsides.

1. Make one hundred (100) "pre-client" contacts with out-of-treatment clients who are substance abusers and at-risk for HIV and Hepatitis C. A "pre-client" shall be defined as an individual who is a substance abuser and is in the "contemplation" stage of Prochaska's behavior change model (see attachment III). A pre-client "contact" shall be defined as a conversation between the outreach worker and client in which the outreach worker assesses HIV risk behaviors, including sexual and substance abuse risks, provides HIV and substance abuse risk-reduction counseling, assesses the stage of behavior change for substance abuse, provides condoms and makes referrals for HIV testing.
2. Provide prevention case management to one hundred (100) pre-clients to encourage them to use safer sex behaviors, reduce substance abuse and move from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
3. Provide pre-treatment counseling to help facilitate transition from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
4. Refer twenty-five (25) clients who have moved to the "action" stage of behavior change model to the Alcohol and Drug treatment assessor to receive a baseline Government Performance and Results Act (GPRA) data collection tool.
5. Provide transportation, culturally competent support, and translation during the alcohol and drug assessment if necessary, to the twenty-five (25) clients who are referred for assessment.
6. Maintain confidential charts for each of the twenty-five (25) clients to include a consent form, client locator information, GPRAs, pre-clients forms, description of the client's HIV risks and prevention case management notes.
7. Complete a 6-month follow-up GPRA assessment on eighty-five percent (85%) of the clients who received the baseline GPRA.
8. Provide HIV/AIDS test or ensure that clients have taken a HIV/AIDS test before they enter a drug treatment program.

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. By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement. (Required by NNA Amendment 1, Exhibit B, Paragraph 1.)
9. County shall maintain the central database for tracking clients. Contractor shall submit copies of all needed data collection tools to facilitate project evaluation.
10. 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 three thousand (3,000) 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, 2003 to December 31, 2003.

1. At six (6) months, sixty percent (60%) of the twenty-five (25) clients receiving HIV and Hepatitis B/C risk reduction education and counseling will reduce their risk behavior for HIV, Hepatitis B/C and other IDU and sexually transmitted diseases as measured by the GPRA assessment tool.
2. At six (6) months, sixty percent (60%) of the ten (10) clients who entered drug treatment will reduce their Alcohol and other Drugs use or become abstinent as measured by the GPRA assessment tool.
3. A minimum of forty percent (40%) of the clients (ten (10) clients) who received the baseline GPRA will enter drug treatment.

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, 2004. The results of this assessment shall be reported to County by April 15, 2004.
2. for the Prevention Case Management Program during the last week of September 2003. The results of this assessment shall be reported to County by October 31, 2003.

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. 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 II).
3. A year-end Financial Report shall be due by August 1, 2004.

B. Prevention Case Management

Services under this section will be provided from July 1, 2003 to December 31, 2003.

1. Outreach workers shall submit a copy of the pre-client forms, GPRA, and the CSAT contact log 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 II).
3. A six -month Financial Report shall be due by January 31, 2004.

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

July 1, 2003 through June 30, 2004

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 II. 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, 2003 to December 31, 2003.

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 II. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed FORTY-ONE THOUSAND ONE HUNDRED DOLLARS (\$41,100).

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 SIXTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$68,600) for the contract term.

Schedule D
Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (b) *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (c) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (d) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- (e) *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County, as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the reasons that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- (a) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (d) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a construction that permits County to comply with the Privacy Rule.

| El Concilio of San Mateo County | | | | |
|--|-----|----------------|-----------------|--------|
| ATTACHMENT II | | | | |
| BUDGET (COST ALLOCATION BY SERVICE CATEGORY) | | | | |
| FISCAL YEAR 2003-04 | | | | |
| Line Items | | NIGHT | CSAT | TOTAL |
| | | 7-1-03/6-30-04 | 7-1-03/12-31-03 | |
| TOTAL REVENUES | FTE | 27,500 | FTE 41,100 | 68,600 |
| Personnel | | | | 0 |
| Project Director | | | | 0 |
| Community Program Specialist | | | 1 16,315 | 16,315 |
| Community Workers (Outreach) | 1 | 17,205 | 1 11,204 | 28,409 |
| Data Analyst | | | 0.1 1,523 | 1,523 |
| Total Salaries | | 17,205 | 29,042 | 46,247 |
| Fringe Benefits | | 4,466 | 3,163 | 7,629 |
| Total Personnel | | 21,671 | 32,205 | 53,876 |
| Consultants | | | | |
| Program Consultant | | | | 0 |
| Evaluation Consultant | | | | 0 |
| Fiscal Consultant | | | 140 | 140 |
| Total Consultants | | 0 | 140 | 140 |
| Direct Program Costs | | | | |
| Rent | | 2,500 | 3,750 | 6,250 |
| Office Supplies | | | 120 | 120 |
| Printing/Copying | | | 100 | 100 |
| Telephone/Cellular phones | | | 732 | 732 |
| Local Travel | | 600 | 420 | 1,020 |
| Non-local Travel | | | | 0 |
| Program Supplies/Health Ed. Material | | 562 | 413 | 975 |
| Training | | | | 0 |
| Utilities | | | | 0 |
| Promotional/Campaign | | | | 0 |
| Postage | | | | 0 |
| Subtotal Direct Program Costs | | 3,662 | 5,535 | 9,197 |
| Equipment/Furnishings | | | | |
| Subtotal Equipment/Furnishings | | 0 | 0 | 0 |
| Indirect | | | | |
| Insurance Liability | | | | 0 |
| Audit | | | | 0 |
| Miscellaneous 10% | | 2,167 | 3,221 | 5,388 |
| Subtotal Indirect | | 2,167 | 3,221 | 5,388 |
| TOTAL EXPENSES | | 27,500 | 41,100 | 68,600 |

ATTACHMENT III

Stages of Change

Almost 20 years ago, two well-known alcoholism researchers, Carlo C. DiClemente and J. O. Prochaska introduced a six-stage model of behavior change to help professionals understand their clients with addiction problems and motivate them to change. Their model is based on their personal observations of how people went about modifying problem behaviors such as smoking, overeating and problem drinking.

The six stages of the Prochaska model of change are:

- precontemplation
- contemplation
- preparation
- action
- maintenance
- termination

Precontemplation

Individuals in the precontemplation stage of change are not even thinking about changing their drinking behavior. They may not see it as a problem, or they think that others who point out the problem are exaggerating.

There are many reasons to be in precontemplation, and Dr. DiClemente has referred to them as "the Four Rs" -- reluctance, rebellion, resignation and rationalization:

- Reluctant precontemplators are those who through lack of knowledge or inertia do not want to consider change. The impact of the problem has not become fully conscious.
- Rebellious precontemplators have a heavy investment in drinking and in making their own decisions. They are resistant to being told what to do.
- Resigned precontemplators have given up hope about the possibility of change and seem overwhelmed by the problem. Many have made many attempts to quit or control their drinking.
- Rationalizing precontemplators have all the answers; they have plenty of reasons why drinking is not a problem, or why drinking is a problem for others but not for them.

Contemplation

Individuals in this stage of change are willing to consider the possibility that they have a problem, and the possibility offers hope for change. However, people are highly ambivalent. They are on the fence. Contemplation is not a commitment, not a decision to change. People at this stage are often quite interested in learning about alcoholism and treatment. They know that drinking is causing problems, and they often have a mental list of all the reasons that drinking is bad for them. But even with all these negatives, they still cannot make a decision to change.

In the contemplation stage, often with the help of a treatment professional, people make a risk-reward analysis. They consider the pros and cons of their behavior, and the pros and cons of change. They think about the previous attempts they have made to stop drinking, and what has caused failure in the past.

Preparation: Commitment to Action

Deciding to stop drinking is the hallmark of this stage of change. All the weighing of pros and cons, all the risk-reward analysis, finally tips the balance in favor of change. Not all ambivalence has been resolved, but ambivalence no longer represents an insurmountable barrier to change. Most individuals in this stage will make a serious attempt to stop drinking in the near future. Individuals in this stage appear to be ready and committed to action.

This stage represents preparation as much as determination. The next step in this stage is to make a realistic plan. Commitment to change without appropriate skills and activities can create a fragile and incomplete action plan. Often with the help of a treatment professional, individuals will make a realistic assessment of the level of difficulty involved in stopping drinking. They will begin to anticipate problems and pitfalls and come up with concrete solutions that will become part of their ongoing treatment plan.

Action: Implementing the Plan

Individuals in this stage of change put their plan into action. This stage typically involves making some form of public commitment to stop drinking in order to get external confirmation of the plan. If they have not done so already, individuals in this stage may enter counseling or some form of outpatient treatment, start to attend AA meetings or tell their family members and friends about their decision-or all of the above.

Making such public commitments not only helps people obtain the supports they need to recover from alcoholism, but it creates external monitors. People often find it very helpful to know that others are watching and cheering them on. What about the others who may secretly, or not so secretly, hope they will fail? For people who get sober and stay sober, one of the many pleasures is to disprove the negative predictions of others.

Nothing succeeds like success. A person who has implemented a good plan begins to see it work and experiences it working over time, making adjustments along the way. The many things that alcohol may have taken from the person begin to be restored, along with hope and self-confidence and continued determination not to drink.

Maintenance, Relapse and Recycling

The action stage normally takes three to six months to complete. Change requires building a new pattern of behavior over time. The real test of change is long-term sustained change over many years. This stage of successful change is called "maintenance." In this stage, an alcohol-free life is becoming firmly established, and the threat of a return to old patterns becomes less intense and less frequent.

Because alcoholism is a chronic disease, the possibility of relapse is always present. Individuals may experience a strong temptation to drink and fail to cope with it successfully. Sometimes relaxing their guard or "testing" themselves begins a slide back. People at this stage of change are armed with a variety of relapse prevention skills. They know where to get the supports they need.

Alcoholics who relapse learn from the relapse. The experience of relapsing and returning to sobriety often strengthens a person's determination to stay sober.

Termination

The ultimate goal in the change process is termination. At this stage, the alcoholic no longer finds that alcohol presents a temptation or threat; he has complete confidence that he can cope without fear of relapse.

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 5

DATE: May 1, 2003
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 County

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90%

NUMBER OF EMPLOYEES: 15

DUTIES (SPECIFIC): Contractor provides HIV Outreach and Prevention 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 | _____ | _____ | _____ | _____ |
| Worker's Compensation | <u>statutory</u> | <u>✓</u> | _____ | _____ |

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

5-12-03

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/18/03

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 POLICES 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | PAC225449904 | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS 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 (Per accident) | \$1,000,000 |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA AGG | \$ |
| | | | | | AGG | \$ |
| | EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | 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
San Mateo County its officers, agents, employees and servants are named as additional insured.

| | | |
|--|--|---|
| CERTIFICATE HOLDER | <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A | CANCELLATION Ten Day Notice for Non-Payment |
| San Mateo Medical Center Attn: Jonathan Mesinger/Tere Larcina 222 39th Avenue San Mateo, CA 94403 | | 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 <i>[Signature]</i> |

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: PAC225449904

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 Medical Center Attn:
Jonathan Mesinger/Tere Larcina
222 39th Avenue
San Mateo, CA 94403

(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.

San Mateo County its officers, agents, employees and servants are named as additional insured

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

2. 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 EIGHTY-ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$181,850) 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 sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

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

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

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

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

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

Such insurance shall include:

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

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the

insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

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 charges. 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. ASSIGNMENT

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. Entire 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 the statute of limitations, 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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Schedule D, and 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
Deborah Vargas
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

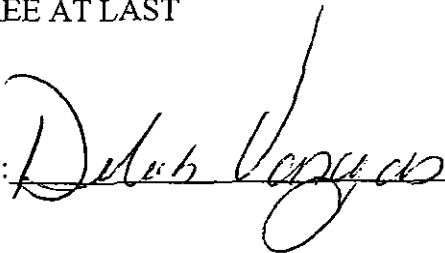
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2003 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

FREE AT LAST

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

By:  _____

Date: _____

Date: 5/7/03 _____

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, physical condition or handicap; 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 performing contracts after the date of this assurance. The Contractor(s) agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. 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.

Deborah Vargas

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 94303
State Zip Code

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

5/17/03
Date

Deborah Vargas Executive Director
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

July 1, 2003 to July 31, 2004

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 fourteen thousand (14,000) 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 fourteen thousand (14,000). 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 six hundred (1,600) client contacts in East Menlo Park and a minimum of two thousand four hundred (2,400) 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 four thousand (4,000) "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 adjacent to 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 by County or its designee within fourteen (14) days of admission. This plan shall include the terms and conditions of any agreements reached between Contractor and County or its designee. Agreements may include, but are not limited to, special services and other 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, 2003 to December 31, 2003.

Contractor shall provide outreach, prevention case management and HIV risk-reduction services to substance abusers in the areas of East Palo Alto, East Menlo Park and North Fair Oaks in Redwood City.

1. Make one hundred (100) "pre-client" contacts with out-of-treatment clients who are substance abusers and at-risk for HIV and Hepatitis C. A "pre-client" shall be defined as an individual who is a substance abuser and is in the "contemplation" stage of Prochaska's behavior change model (see attachment III). A pre-client "contact" shall be defined as a conversation between the outreach worker and client in which the outreach worker assesses HIV risk behaviors, including sexual and substance abuse risks, provides HIV and substance abuse risk-reduction counseling, assesses the stage of behavior change for substance abuse, provides condoms and makes referrals for HIV testing.
2. Provide prevention case management to one hundred (100) pre-clients to encourage them to use safer sex behaviors, reduce substance abuse and move from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
3. Provide pre-treatment counseling to help facilitate transition from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
4. Refer twenty-five (25) clients who have moved to the "action" stage of behavior change model to the Alcohol and Drug treatment assessor to receive a baseline Government Performance and Results Act (GPRA) data collection tool.
5. Provide transportation, culturally competent support and translation during the alcohol and drug assessment if necessary, to the twenty-five (25) clients who are referred for assessment.
6. Maintain confidential charts for each of the twenty-five (25) clients to include a consent form, client locator information, GPRAs, pre-client forms, description of the client's HIV risks and prevention case management notes.
7. Complete a 6-month follow-up GPRA assessment on eighty-five percent (85%) of the clients who received the baseline GPRA.
8. Provide HIV/AIDS test or ensure that clients have taken a HIV/AIDS test before they enter a drug treatment program.

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. By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement. (Required by NNA Amendment 1, Exhibit B, Paragraph 1.)
13. 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 fourteen thousand (14,000) 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 six hundred (1,600) 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 four hundred (2,400) 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, 2003 to December 31, 2003.

1. At six (6) months, sixty percent (60%) of the twenty-five (25) clients receiving HIV and Hepatitis B/C risk reduction education and counseling will reduce their risk behavior for HIV, Hepatitis B/C and other IDU and sexually transmitted diseases as measured by the GPRA assessment tool.

2. At six (6) months, sixty percent (60%) of the ten (10) clients who entered drug treatment will reduce their Alcohol and other Drugs use or become abstinent as measured by the GPRA assessment tool.
3. A minimum of forty percent (40%) of the clients (ten (10) clients) who received the baseline GPRA will enter drug treatment.

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, 2004. The results of this assessment shall be reported to County by April 15, 2004.
2. for the Prevention Case Management Program during the last week of September 2003. The results of this assessment shall be reported to County by October 31, 2003.

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. 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 II).
3. A year-end Financial Report shall be due by August 1, 2004.

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, 2003 to December 31, 2003.

1. Outreach workers shall submit a copy of the pre-client forms, GPRA, and the CSAT contact log 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 II).
3. A six-month financial report shall be due by January 31, 2004.

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 July 1, 2003 through June 30, 2004

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 II.
 - 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 II.
 - 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, 2003 to December 31, 2003.

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 II.
2. In any event, the total payment for services of Contractor provided under this section of this Agreement shall not exceed FORTY-ONE THOUSAND ONE HUNDRED DOLLARS (\$41,100). 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 EIGHTY-ONE THOUSAND EIGHT HUNDRED FIFTYDOLLARS (\$181,850) for the contract term.

Schedule D
Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (b) *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (c) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (d) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and shall include the information created or received by Contractor from or on behalf of County.
- (e) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- (a) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (d) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

Free at Last: Community Recovery and Rehabilitation Services

ATTACHMENT II BUDGET (COST ALLOCATION BY SERVICE CATEGORY) FISCAL YEAR 2003-04

| Service Category | CSAT | | NIGHT | | Total |
|---------------------------------------|------|--------|----------------------------------|----------------|---------|
| | FTE | | Redwood City/ East Menlo Park | East Palo Alto | |
| Personnel Expenses | | | | | |
| Executive Director | | 920 | 102 | 575 | 1,597 |
| Chief Operating Officer | | 1,489 | | | 1,489 |
| Director of Outreach | | 4,600 | 1,235 | 8,184 | 14,019 |
| Program Administrator | | 902 | | | 902 |
| Program Assistant | | | 649 | 3,648 | 4,297 |
| Administrative Support | | 1,200 | 432 | 2,432 | 4,064 |
| Senior Outreach Worker | | | 1,140 | 7,649 | 8,789 |
| Outreach Worker 1 | | 9,500 | 3,268 | 18,068 | 30,836 |
| Outreach Worker 2 | | 9,500 | 2,112 | 9,712 | 21,324 |
| Referral and Intake Staff | | | | | 0 |
| Court and Custody Advocate | | | | | 0 |
| Total Salaries | | 28,111 | 8,938 | 50,268 | 87,317 |
| Fringe Benefits @ 22% | | 6,184 | 1,966 | 11,059 | 19,210 |
| Total Personnel | | 34,295 | 10,904 | 61,327 | 106,527 |
| Operating Expenses | | | | | |
| Rental of Property | | 2,500 | 423 | 2,377 | 5,300 |
| Utilities | | | 17 | 314 | 331 |
| Building Maintenance | | | 22 | 123 | 145 |
| Janitorial Service | | | 76 | 431 | 507 |
| Office Supplies/Postage | | | 61 | 343 | 404 |
| Printing/Copying | | | 103 | 584 | 687 |
| Program/Educational Supplies | | 250 | 366 | 1,781 | 2,397 |
| Insurance | | | 194 | 1,091 | 1,285 |
| Staff Training, Ed. Reim., Conference | | | 62 | 350 | 412 |
| Staff Travel (local & out-of-town) | | | 314 | 832 | 1,146 |
| Telephones and Pagers | | 625 | 86 | 483 | 1,194 |
| Advertising | | | 8 | 39 | 47 |
| Furniture and Equipment | | | 24 | 792 | 816 |
| Gas and Maintenance | | | | | 0 |
| Vehicle Insurance | | | | | 0 |
| Total Operating Expenses | | 3,375 | 1,756 | 9,540 | 14,671 |
| Total Direct Expenses | | 37,670 | 12,660 | 70,867 | 121,198 |
| Indirect Expenses @ 10% of personnel | | 3,430 | 1,090 | 6,133 | 10,653 |
| TOTAL EXPENSES | | 41,100 | 13,750 | 77,000 | 131,850 |

ATTACHMENT III

Stages of Change

Almost 20 years ago, two well-known alcoholism researchers, Carlo C. DiClemente and J. O. introduced a six-stage model of behavior change to help professionals understand their clients with addiction problems and motivate them to change. Their model is based their personal observations of how people went about modifying problem behaviors such as smoking, overeating and problem drinking.

The six stages of the Prochaska model of change are:

- precontemplation
- contemplation
- preparation
- action
- maintenance
- termination

Precontemplation

Individuals in the precontemplation stage of change are not even thinking about changing their drinking behavior. They may not see it as a problem, or they think that others who point out the problem are exaggerating.

There are many reasons to be in precontemplation, and Dr. DiClemente has referred to them as "the Four Rs" -- reluctance, rebellion, resignation and rationalization:

- Reluctant precontemplators are those who through lack of knowledge or inertia do not want to consider change. The impact of the problem has not become fully conscious.
- Rebellious precontemplators have a heavy investment in drinking and in making their own decisions. They are resistant to being told what to do.
- Resigned precontemplators have given up hope about the possibility of change and seem overwhelmed by the problem. Many have made many attempts to quit or control their drinking.
- Rationalizing precontemplators have all the answers; they have plenty of reasons why drinking is not a problem, or why drinking is a problem for others but not for them.

Contemplation

Individuals in this stage of change are willing to consider the possibility that they have a problem, and the possibility offers hope for change. However, people who are contemplating change are often highly ambivalent. They are on the fence. Contemplation is not a commitment, not a decision to change. People at this stage are often quite interested in learning about alcoholism and treatment. They know that drinking is causing problems, and they often have a mental list of all the reasons that drinking is bad for them. But even with all these negatives, they still cannot make a decision to change.

In the contemplation stage, often with the help of a treatment professional, people make a risk-reward analysis. They consider the pros and cons of their behavior, and the pros and cons of change. They think about the previous attempts they have made to stop drinking, and what has caused failure in the past.

Preparation: Commitment to Action

Deciding to stop drinking is the hallmark of this stage of change. All the weighing of pros and cons, all the risk-reward analysis, finally tips the balance in favor of change. Not all ambivalence has been resolved, but ambivalence no longer represents an insurmountable barrier to change. Most individuals in this stage will make a serious attempt to stop drinking in the near future. Individuals in this stage appear to be ready and committed to action.

This stage represents preparation as much as determination. The next step in this stage is to make a realistic plan. Commitment to change without appropriate skills and activities can create a fragile and incomplete action plan. Often with the help of a treatment professional, individuals will make a realistic assessment of the level of difficulty involved in stopping drinking. They will begin to anticipate problems and pitfalls and come up with concrete solutions that will become part of their ongoing treatment plan.

Action: Implementing the Plan

Individuals in this stage of change put their plan into action. This stage typically involves making some form of public commitment to stop drinking in order to get external confirmation of the plan. If they have not done so already, individuals in this stage may enter counseling or some form of outpatient treatment, start to attend AA meetings or tell their family members and friends about their decision-or all of the above.

Making such public commitments not only helps people obtain the supports they need to recover from alcoholism, but it creates external monitors. People often find it very helpful to know that others are watching and cheering them on. What about the others who may secretly, or not so secretly, hope they will fail? For people who get sober and stay sober, one of the many pleasures is to disprove the negative predictions of others.

Nothing succeeds like success. A person who has implemented a good plan begins to see it work and experiences it working over time, making adjustments along the way. The many things that alcohol may have taken from the person begin to be restored, along with hope and self-confidence and continued determination not to drink.

Maintenance, Relapse and Recycling

The action stage normally takes three to six months to complete. Change requires building a new pattern of behavior over time. The real test of change is long-term sustained change over many years. This stage of successful change is called "maintenance." In this stage, an alcohol-free life is becoming firmly established, and the threat of a return to old patterns becomes less intense and less frequent.

Because alcoholism is a chronic disease, the possibility of relapse is always present. Individuals may experience a strong temptation to drink and fail to cope with it successfully. Sometimes relaxing their guard or "testing" themselves begins a slide back. People at this stage of change are armed with a variety of relapse prevention skills. They know where to get the supports they need.

Alcoholics who relapse learn from the relapse. The experience of relapsing and returning to sobriety often strengthens a person's determination to stay sober.

Termination

The ultimate goal in the change process is termination. At this stage, the alcoholic no longer finds that alcohol presents a temptation or threat; he has complete confidence that he can cope without fear of relapse.

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 3

DATE: May 1, 2003
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 provides HIV Outreach, Drug Treatment and 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/\$1m | <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 Morse 5-1-03

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/02/02

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: **Phoenix Assurance**
 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: POLICY: PRO-JECT LOC | X660807X711402 | 09/01/02 | 09/01/03 | 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 \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | 8103034W98902 | 09/01/02 | 09/01/03 | COMBINED SINGLE LIMIT (Per 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 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 \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | ECF108140 | 07/01/02 | 07/01/03 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| A | OTHER Includes Social Workers Errors & Omission | X660807X114 | 09/01/02 | 09/01/03 | 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 per attached attendant endorsement
 RE:Named-Insured programs, operations & activities including grants/funding
 (See Attached Descriptions)

CERTIFICATE HOLDER
 San Mateo County Aids Program
 225 37th Avenue
 San Mateo, CA 94403-4324

CANCELLATION Ten Day Notice for Non-Payment of Premium
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY THE INSURER'S AUTHORITY.
 AUTHORIZED REPRESENTATIVE
Jim Dove

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.