

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

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

W I T N E S S E T H:

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

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide HIV case management services for Willow Clinic clients; health education and risk reduction services for Early Intervention Program (EIP) clients; HIV _____ here to and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$332,200) 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 in full statutory compliance with 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 be required 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 under the terms 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 contract 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 or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, 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. Method 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:
Executive Director
AIDS & HIV Research Consortium
1048 El Camino Real, Suite B
Redwood City, CA 94063

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2003 through February 29, 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

AIDS COMMUNITY RESEARCH
CONSORTIUM

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

By: Gregory N. Howard

Date: _____

Date: 5-14-03

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

AIDS COMMUNITY RESEARCH CONSORTIUM MARCH 1, 2003 THROUGH FEBRUARY 29, 2004

I. SERVICES

A. Case Management Services

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

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

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

B. Health Education and Risk Reduction Services

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

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

C. HIV Food Services

Contractor shall provide the following services:

1. Provide services to two hundred fifty (250) unduplicated clients living with HIV/AIDS during the term of this Agreement.
2. For the purposes of this Agreement a Unit of Service (UOS) shall be defined as one (1) incidence of service provided (grocery bags, grocery vouchers, nutritional supplements).
3. Provide one (1) bag of groceries each week to two hundred (200) clients living with HIV/AIDS. One (1) bag x two hundred (200) clients x fifty-two (52) weeks = ten thousand four hundred (10,400) UOS. Included in the grocery bags may be nutritional supplements per prescription from an attending physician with preference being give to clients with disabling HIV/AIDS.
4. Provide one (1) TWENTY DOLLAR (\$20) grocery voucher per month to one hundred thirty (130) clients living with HIV/AIDS. One voucher x one hundred thirty (130) clients x twelve (12) months = one thousand five hundred sixty (1,560) UOS. Priority shall be given to clients with disabling HIV/AIDS and families with dependent children in the household under the age of eighteen (18) years old.

The total number of UOS to be delivered is ten thousand four hundred (10,400) bags of groceries and one thousand five hundred sixty (1,560) grocery vouchers for a total of eleven thousand nine hundred sixty (11,960) UOS for the term of this Agreement.

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

Timeline

First (1st) Quarter: March 2003 to May 2003

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide three hundred ninety (390) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit first (1st) Quarterly Program Report to the AIDS Program.
7. Develop eligibility criteria for food, vouchers, and nutritional supplements and submit to AIDS Program for approval.
8. At least one (1) staff member will be trained in food handling and will provide in-services for food program staff.
9. Provide to County a copy of any Memorandum of Understanding between Contractor and other entities involved in the provision of food services under the contract. It shall include a responsibility chart indicating who is responsible for what activities.

Second (2nd) Quarter: June 2003 to August 2003

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide three hundred ninety (390) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit second (2nd) Quarterly Program Report to the AIDS Program.

Third (3rd) Quarter: September 2003 to November 2003

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide three hundred ninety (390) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Administer a client survey to assess overall improvement in nutritional health at the time of intake and at the end of the term of this Agreement.
6. Administer a client satisfaction survey to all clients of the food program.
7. Provide one (1) HIV/AIDS-related in-service for staff development.
8. Submit third (3rd) Quarterly Program Report to the AIDS Program.

Fourth (4th) Quarter: December 2003 to February 2004

1. Provide/deliver two thousand six hundred (2,600) bags of groceries.
2. Provide three hundred ninety (390) TWENTY DOLLAR (\$20) grocery vouchers.
3. Meet with nutritionist to develop new recipes for client food bags. Provide six (6) new recipe sheets.
4. Assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
5. Provide one (1) HIV/AIDS-related in-service for staff development.
6. Submit fourth (4th) Quarterly Program Report to the AIDS Program.

D. Rental of Premises

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

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

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

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

Gas Electricity Water Other _____

2. Special Terms and Conditions:

- a. County shall disclose to the participants the nature of any relationship between County's representatives and Contractor, and that Contractor is not endorsing, sponsoring, advocating, or in any way assuming responsibility for County's meetings on these premises.
- b. County shall oversee use of the premises to ensure that it is kept clean.
- c. County shall be given security codes for the premises. County agrees never to share the security code for the premises with any unauthorized persons.
- d. County shall report to Contractor any equipment malfunctions which occur during County's use of the premises.
- e. County shall use office equipment only insofar as authorized by Contractor's staff.
- f. County shall report to Contractor any injuries or other emergencies which occur during County's use of the premises.
- g. County will be issued one (1) key to the front door of the premises. County shall never duplicate the key to the premises issued for County's use, and shall return said key upon termination of this Agreement for any reason.
- h. County and County's participants shall not place phone calls, transmit facsimiles or make photocopies for personal use while on the premises.
- i. County shall ensure that there is no smoking in the facility.

3. Space to be Used for: San Mateo County AIDS Program support groups.

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

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

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

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

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

E. Cleaning Services

Contractor hereby agrees to provide for the furnishing of all labor, materials and equipment, and services for complete Janitorial maintenance at the San Mateo County AIDS office located at 1048 El Camino Real, Suite C, Redwood City, California 94063.

It is the intent of these specifications that all work performed, as herein required, be done in a manner equal to and in accordance with the best practices of the various trades involved and industry standards. All work shall be performed by experienced personnel directly employed and supervised by the Contractor.

Unless otherwise specified, all work shall be done after regular working hours.

..... for this work shall be supplied by Contractor. Contractor shall provide the following services:

1. empty all wastebaskets and receptacles, replacing liners and cleaning as required to maintain proper sanitary conditions; dust desks, tables, chairs, file cabinets, and office machines two (2) times per week on Tuesdays and Thursdays.
2. damp mop the floor once (1) per week; clean windows and door glass, door frames and kick plates in the office entrance door to remove smudges and finger marks and dust Venetian blinds once (1) a month.

Special

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

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

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

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

F. General

1. Contractor shall comply with annual AIDS Program site visit.
2. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.

3. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS.
4. Any public information (e.g., brochures, flyers, etc.) about projects funded by County must state somewhere on the item "This project is funded by the San Mateo County AIDS Program," or "This project is partially funded by the San Mateo County AIDS Program," as appropriate.
5. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with County, and to permit County, State of California, or any of their duly authorized representatives, including the 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.
6. By signing this 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.)

II. PROGRAM OBJECTIVES

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

A. Case Management

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

B. Health Education and Risk Reduction Services

1. Ninety percent (90%) of clients will demonstrate basic understanding of concepts presented in the Living Now Program as evidenced by progress notes.
2. Ninety percent (90%) of clients enrolled in the Living Now Program shall report satisfaction with the program as demonstrated by a client satisfaction survey.

C. HIV Food Services

1. Ninety percent (90%) of clients shall report overall satisfaction with services of the program. This survey shall be conducted in the third (3rd)

quarter of the contract year, and the results will be included in the third (3rd) quarter Quarterly Program Report.

2. Ninety percent (90%) of clients will report improved nutrition due to receipt of food services rendered. This survey will be conducted in the third (3rd) quarter of the contract year, and the results will be included in the third (3rd) quarter Quarterly Program Report.

III. REPORTING

Contractor shall provide the following reports and activities:

A. Case Management Services

1. Contractor's case manager for this project shall comply with all onsite AIDS Program reporting requirements, including weekly submission of client contact sheets and AIDS Program intake forms.
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4th) quarter reports serve as the final project reports, are due on March 15, 2003, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2004.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

B. Health Education and Risk Reduction Services

1. Contractor's staff shall submit completed EIP Client Contact Forms to the AIDS Program within one (1) week of client contact.
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4th) quarter report serves as the final project report and is due on March 15, 2004, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. Year End Financial Report is due by March 15, 2004.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

C. HIV Food Services

1. Monthly Financial Reports specifying cost(s) by budget category and per unit(s) of service(s) are due the fifteenth (15th) day following the end of the month. (Project Budget attached as Attachment III.)
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4th) quarter reports serve as the final project reports, are due on March 15, 2004, and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
3. The federally-required Standard Annual Administrative Report (SAAR) is due January 15, 2004. The AIDS Program at any point may request additional SAARs during the contract year as required by their funding sources.
4. Year End Financial Report is due by March 15, 2004.
5. CPA audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

SCHEDULE B

AIDS COMMUNITY RESEARCH CONSORTIUM MARCH 1, 2003 THROUGH FEBRUARY 28, 2004

I. PAYMENT

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

A. Case Management Services

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

B. Health Education & Risk Reduction Services

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

C. HIV Food Services

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

D. Rental of Premises

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

E. Cleaning Services

Cleaning services shall be provided at the rate of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225) per month. The maximum amount for this section of the Agreement shall not exceed TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700) for the term of the Agreement.

In any event, the total amount for all sections of this Agreement shall not exceed THREE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$332,200).

SCHEDULE C

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

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

Attachment I

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

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

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

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

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

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

Gregory W. Edwards

Name of 504 Person - Type or Print

AIDS Community Research Consortium

Name of Contractor(s) - Type or Print

1048 El Camino Real, Suite B

Street Address or PO Box

Redwood City

City

CA

State

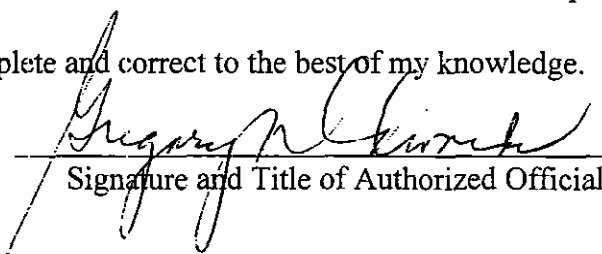
90463

Zip Code

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

5-14-03

Date


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."

San Mateo County AIDS Program
 ACRC Case Management Contract
 Proposed Budget
 March 1, 2003 to February 28, 2004

		Rate	FTE	Budget
Case Manager	Full-time case manager	34,925	1.000	29,425
Director of Programs	Oversees program and refers clients	60,000	0.150	7,290
Salaries subtotal			1.150	36,715
Fringe benefits @ 26%				9,546
Total personnel expenses				46,261
Conferences, conventions, mtgs.	Continuing education for case mgr.			
Insurance	General liability and auto insurance			
Total non-personnel expenses				
Total direct expenses				46,261
Indirect expenses	7% of direct expenses			3,239
Total expenses				49,500

San Mateo County AIDS Program
 ACRC Health Education and Risk Reduction Contract
 Proposed Budget
 March 1, 2003 to February 28, 2004

		Rate	FTE	BUDET
Director of Programs	Manages and implements the program	60,000	0.275	16500
Administrative Assistant	Coordinates class materials and intake	37,400	0.125	4675
Custodian	Maintains program offices and meeting areas	18,720	0.030	562
Salaries subtotal			0.430	21737
Fringe benefits @ 26%				5652
Total personnel expenses				27389
Meals	15 participants x \$7.50/participant x 16 meetings x 3 sessions			5400
Rent	Approximately \$6,622/FTE x 0.435 FTE's			4966
Participant stipends	15 participants x \$100/participant x 3 sessions			4500
Travel reimbursements	15 participants x \$5/participant x 16 meetings x 3 sessions			3600
Insurance	Approximately \$2312.64 FTE x 0.435 FTE's			1006
Speakers	5 speakers x \$100 x 3 sessions			1500
Telephone	Approximately \$1,738/FTE x 0.435 FTE's			747
Program supplies	15 participants x \$10/participant x 3 sessions			450
Utilities	Approximately \$927/FTE x 0.435 FTE's			399
Equipment rental/maintenance	Approximately \$695/FTE x 0.435 FTE's			299
Postage	Approximately \$278/FTE x 0.435 FTE's			120
Office supplies	Approximately \$192/FTE x 0.435 FTE's			83
Total non-personnel expenses				23070
Total direct expenses				50459
Indirect expenses	9% of direct expenses			4541
Total expenses				55000

ATTACHMENT III
 Page 2 of 3

San Mateo County AIDS Program
 ACRC HIV Food Service Contract
 Proposed Budget
 March 1, 2003 to February 28, 2004

		FTE	Food Budget
Program Manager	Manages and implements the program	1.000	36,620
Program Assistant	Assists with food purchases and distribution	1.000	26,520
Administrative Assistant	Receives clients and provides office support	0.150	5,616
Custodian	Maintains the program's offices and storage areas	0.040	749
Salaries subtotal		2.190	69,505
Fringe benefits @ 26%			18,071
Total personnel expenses			87,576
Purchased services	ELLIPSE subcontract - \$3,080/month x 3 months		9,240
Food vouchers	\$20/voucher x 130 vouchers/month x 12 months		31,200
Groceries	\$3,925/month for produce, meat, and canned goods		47,108
Rent	Approximately \$6,522/FTE x 2.190 FTE's		14,502
Insurance	Approximately \$3,735/FTE x 2.190 FTE's		8,180
Travel	Vehicle gas and maintenance at \$167/month		2,000
Utilities	Approximately \$927/FTE x 2.190 FTE's		2,030
Total non-personnel expenses			114,258
Total direct expenses			201,834
Indirect expenses @ 9%			18,166
Total expenses			220,000

ATTACHMENT III
 Page 3 of 3

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 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 person, organization, or entity 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 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 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 construction that requires County to comply with the Privacy Rule.