

AGREEMENT WITH THE URBAN INSTITUTE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE URBAN INSTITUTE, 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, Health Services Administration; 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 evaluation 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.

A. In 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 MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000) 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 = . . . 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 . . . . . \$0

- 3) Professional Liability . . . . . \$0
- 4) Workers' Compensation. . . . . \$1,000,000

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

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

6. Non-Discrimination

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

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

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

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other 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, 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 complaint, 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 discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. \_\_\_\_\_

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 designees upon request and to make available to them the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the 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  
Toby Douglas  
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:

Urban Institute  
Ericka Franklin  
2100 M Street, NW  
Washington DC, 20037

B. GOVERNING 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 April 29, 2003, through April 28, 2008. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time, with or without cause, upon sixty days (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

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

THE URBAN INSTITUTE

By: Marcus L. Stevenson  
Marcus L. Stevenson,  
Director of Grants and Contracts Office,  
The Urban Institute

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

Date: 6-5-03

ATTEST:

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

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

## Schedule A

### The Urban Institute

#### I. The Contractor will address eleven major research questions:

1. Who was served by the San Mateo CHI? How did the composition of enrollees change over time?
2. Did the level of health insurance coverage change for children in San Mateo County?
3. Did public coverage replace private coverage? If so, what were the factors associated with employer and beneficiary decisions to drop private coverage?
4. Did the CHI increase community-wide collaboration to address issues of the uninsured?
5. Did the CHI have an impact on access to care for children who enrolled?
6. What services did Healthy Kids enrollees receive as part of the initiative? Did it have an impact on where those services were received?
7. How does the cost of providing care to previously uninsured children through the new Children's Health Initiative compare to the cost of serving this population prior to the implementation of the CHI?
8. Did the CHI have an impact on the health status of children who enrolled?
9. Did the CHI have an impact on school performance or quality of life?
10. Were parents satisfied with the new program and services? Were providers satisfied?
11. Did the CHI enhance the delivery and stability of the community health care system?

#### II. The Contractor will rely on the following data sources to answer the questions:

- Client Survey. The client survey is a primary data source for both the crowd-out and the impact analysis. The first wave of the client survey will be conducted in year 1. The second wave, in year 3, is designed to report on the program's impact. Overall, 1,400 surveys will be conducted (400 in 2004 and 1,000 in 2006).
- Site Visit Interviews. These will be 4-day visits each year over the five years.
- Focus Groups. Contractor will include 5 focus groups with parents and additional focus groups with providers, health plans, and employers.
- First Five San Mateo County Population Survey. Contractor will assist in the development of this population based survey, adding 10-15 questions to the survey and analyzing results related to CHI.

#### Secondary data sources include:

- Health Plan Provider Survey
- Enrollment Application Data
- Health Plan Encounter Data

- Financials - Measure the impact of the initiative on the county's financials.
- Child Care - Measure the impact of the initiative on the county's child care services.
- Ambulatory Care - Measure the impact of the initiative on the county's ambulatory care services.

III. Contractor will investigate these questions through 5 major components:

- Process Analysis: In this component contractor will investigate, through site visits and focus groups, how the initiative was implemented. Contractor will also obtain qualitative information to augment the other data sources, such as in-depth information on parent satisfaction with services.
- Provider Analysis. Will investigate whether and how the initiative has changed the county's delivery system, as reported by providers, as well as provider satisfaction with the initiative. After conducting provider focus groups in year 2, contractor agrees to allow for the possible expansion of the evaluation work plan for an additional round of provider focus groups or further provider analysis. Any expansion of the provider analysis work plan will be based on mutual agreement and would only occur if other work plan components are reduced or additional money is awarded.
- Crowd-Out and Insurance Analysis. Will study whether and to what extent the Healthy Kids program has substituted for existing private insurance. It also addresses whether overall health insurance coverage has increased for children under 400% of the poverty level as a result of the initiative.
- Health Plan Administrative Data Analysis. Annually contractor will obtain and analyze data from the HPSM on the characteristics of Healthy Kids enrollees and their health care use and cost. If practical, contractor will also obtain information on applicants for the program from the enrollment database.
- Cross-Cutting Impact Analysis. Will address some of the most critical research questions of the study, such as whether the CHI has had an impact on access to care, health service use, or health status. The primary source of data to address these questions is the client survey. This analysis will also focus on how the cost of providing care to previously uninsured children through the new Children's Health Initiative compares to the cost of serving this population prior to the implementation of the CHI. The contractor will undertake this cost analysis through:
  - The client survey questions that ask health service use just prior to enrollment in Healthy Kids. With this information, the contractor will obtain reimbursement rates from the Health Plan of San Mateo (HPSM) for each reported health service and construct a "proxy cost" for each child. This will allow the contractor to compare, for example,

emergency room costs for uninsured children to the cost—reported and tabulated in a similar manner—for those enrolled in Healthy Kids.

- Hospital discharge data from OSHPD to classify discharges for children in San Mateo County and to examine whether the rate of ACSC discharges and ACSC hospital cost (estimated from the total days of care) have declined after the implementation of the CHI.
- An analysis that compares the average cost for children enrolled in Healthy Kids to children in the same age group who are enrolled in the plan through Medi-Cal and Healthy Families, with a special analysis on higher cost children (both a sub-sample of very high cost children and children with specific conditions such as asthma.)

#### **IV. Products**

Each quarter the contractor will provide a short report to the partners, in person if desired. Each year, contractor will provide an annual report summarizing all the findings for the year. At the end of the last year, contractor will provide a final report. Each of these reports will synthesize the findings in a manner that uses all the results for each data source, and is organized according to the 11 major research issues.

#### **V. Schedule for San Mateo Evaluation**

##### **Year One**

- First Wave of Client Survey (Jan., 2004)
- Site Visit
- Negotiations for plan data and application data; specify tables; some analysis
- Quarterly progress reports to CHI evaluation subcommittee
- Bi-weekly check-in by phone (first 6 months); monthly check-in (after first months)
- Annual Report: client survey, site visit, and plan/application data analysis

##### **Year Two**

- Site visit
- Focus groups with parents and providers
- Provider analysis
- Analysis of plan data
- Quarterly in person progress reports to CHI evaluation subcommittee
- Monthly phone check-in
- Annual Report: Provider analysis, focus groups, plan data, and site visit.

##### **Year Three**

- Second wave of client survey (Jan., 2006)
- Site visit

- Focus groups with plans and providers
- Plan and application data analysis
- Monthly check-in by phone
- Quarterly in person progress reports to CHI evaluation subcommittee
- Annual Report: Impact analysis, site visits, plan data analysis

#### **Year Four**

- Site visit
- Another round of focus groups with families
- Crowd-out/insurance coverage analysis
- Plan data analysis
- Quarterly in person progress reports to CHI evaluation subcommittee
- Monthly check-in by phone
- Annual Report: Crowd-out analysis, focus groups, site visit, and plan/application data analysis

#### **Year Five**

- Site Visit
- Plan data analysis
- Final Report (synthesis of findings.)

### **VI. Subcontractors**

Contractor and its lead evaluators, Embry Howell and Genevieve Kenney, will subcontract with the following organizations and their lead evaluators:

- Mathematica Policy Research (Martha Kovac and Christopher Trenholm) for \$424,981 to design and implement the client survey;
- University of California San Francisco (Dana Hughes), for \$141,600 to assist with the process evaluation, provider analysis, and the cross-cutting evaluation;
- Aguirre Associates for \$21,676 to conduct client focus groups as part of the process evaluation;
- Michael Seid for \$4,500 to serve as an advisor to the project for the measurement of health status.

Should any of the above named individuals no longer work for the listed subcontractors, then the contractor will notify the County within 30 days of this change and will find equally or more qualified alternative(s).

## **Schedule B**

### **The Urban Institute**

#### **Payment Schedule**

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement:

- A. Contractor shall be paid a total of ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000) for the term of the agreement.
- B. Contractor shall invoice on a monthly basis. It will submit invoices and progress reports to:

County of San Mateo  
Health Services Administration  
ATTN: Toby Douglas  
225 37th Avenue  
San Mateo, CA 94403

To constitute a proper invoice, it must be submitted be signed and include the following information and/or attached information: (a) Contract Number; (b) Contractor's name and complete address (c) invoice date; (d) period covered by the invoice; (e) total amount of incurred costs (both for the billing period and cumulatively); (f) indirect costs; (g) fixed fee; (h) total amount invoiced (both for the billing period and cumulatively). Contingent on Contractor meeting targets outlined in the 5-year evaluation schedule (Item V of schedule B), the County will approve the monthly invoices within 30 days of receipt.

## SCHEDULE C

Contract between County of San Mateo and the Urban Institute, 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.



**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 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 164.528 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.

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 meaning that permits County to comply with the Privacy Rule.

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.

Marcus L. Stevenson

Name of 504 Person - Type or Print

<u>The Urban Institute</u>	<u>2100 M Street, NW</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>DC</u>	<u>20037</u>
City	State      Zip Code

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

6-5-03  
Date

Marcus L. Stevenson  
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."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: the Urban Institute
Contact Person: Deborah K. Hoover, Director of Human Resources
Address: 2100 M Street N.W., Washington, DC 20037
Phone Number: 202-261-5258 Fax Number: 202-887-5189

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

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

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 4th day of June, 2003 at Washington, DC (City) (State)

Deborah K. Hoover Signature

Deborah K. Hoover Name (Please Print)

Director of Human Resources Title

Client#: 20081

URBAINS

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>04/29/03</b>
PRODUCER <b>The CIMA Companies, Inc. (CIMA)</b> 216 S. Payton Street Alexandria, VA 22314 703 739-9300	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.	
INSURED <b>The Urban Institute</b> 2100 M Street, NW Washington, DC 20037	INSURERS AFFORDING COVERAGE INSURER A: <b>Hartford Fire Insurance Company</b> INSURER B: <b>Hartford Insurance Group</b> INSURER C: INSURER D: INSURER E:	NAIC # <b>19682</b>

**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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	42UUNAW7788	01/01/03	01/01/04	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$3,000,000</b> PRODUCTS - CCMP/OP AGG <b>\$3,000,000</b>
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42UUNAW7788	01/01/03	01/01/04	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> 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 AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION <b>\$ 10,000</b>	42XHUUUA9474	01/01/03	01/01/04	EACH OCCURRENCE <b>\$1,000,000</b> AGGREGATE <b>\$1,000,000</b> \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	42WBTM0790	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTI-FR E.L. EACH ACCIDENT <b>\$500,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>
		OTHER				

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

**CERTIFICATE HOLDER**

**CANCELLATION**

County of San Mateo Health Services Administration 225 37th 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 <u>30</u> 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 
---	---

## **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.