

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

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

WITNESSETH:

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;

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.

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$682,555).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2004.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Independent Contractor Status.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, (C) 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 (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish

the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Bodily Injury and Property Damage Liability Insurance.** The 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/her 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/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

10. County shall comply with laws; payment of Permits/Licenses.

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, ordinances and regulations, 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 Attachment "H," 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 30 days of such filing, provided

that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

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

In the case of County, to:

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

In the case of Contractor, to:

Evelyn Stanton, Executive Director
Mental Health Association of San Mateo County
2686 Spring Street
Redwood City, CA 94063

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MENTAL HEALTH ASSOCIATION OF
SAN MATEO COUNTY

Evelyn Stanton
Contractor's Signature

Date: *August 1, 2003*

EXHIBIT A
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
JULY 1, 2003 THROUGH JUNE 30, 2004

I. SERVICES

A. Contractor shall provide the following:

1. HIV Housing Assistance Program

- a. HIV Housing Assistance Program staff shall be provided with training that increases their sensitivity and awareness of cultural issues.
- b. Housing assistance shall be provided to at least two hundred (200) unduplicated clients.
- c. Housing assistance shall include the following:
 - 1) rental assistance;
 - 2) emergency housing;
 - 3) mortgage payments (only with Housing Opportunities for People with AIDS (HOPWA) funds);
 - 4) utility payments;
 - 5) minor home repair;
 - 6) assistance in purchasing furniture and equipment; and
 - 7) assistance in paying for services related to obtaining/maintaining housing.

2. Wrap Around Services Fund

- a. Contractor shall manage the fiscal distribution of a Wrap Around Fund to provide emergency assistance to Contractor's clients, such as car repairs, utility bills, etc.
- b. Emergency assistance shall be provided to at least one hundred twenty (120) unduplicated clients.

II. REPORTING REQUIREMENTS

Contractor shall provide the following reports and activities:

A. HIV Housing Assistance Program

1. Monthly Financial Reports specifying costs by funding source, budget

category, and with the cost(s) per unit(s) of service(s) shall be due the fifteenth (15th) day following the end of the reporting month. (Project Budget attached as Attachment II.) Units of Service (UOS) will be determined by cost. Each TEN DOLLARS (\$10) of expenditure on direct client assistance, or fraction thereof, shall constitute one (1) UOS. There shall be separate financial reports for the HIV Housing Program and the Wrap Around Fund.

2. Quarterly Program Narrative and Demographic Reports (by funding source), detailing program activities and specifying provision and utilization of services by type and volume, shall be due by the fifteenth (15th) day following the end of the reporting quarter.

Quarterly periods included in this Agreement are July 1, 2003 through September 30, 2003; October 1, 2003 through December 31, 2003; January 1, 2004 through March 31, 2004; and April 1, 2004 through June 30, 2004.

3. Final Program Narrative and Demographic Reports (by funding source) shall be due July 15, 2004. These reports shall specify the utilization of services by type and volume, identify unmet needs and service gaps, and provide a project self-evaluation.
4. HOPWA Annual Progress Reports shall be due on the dates announced by the San Francisco Redevelopment Agency.
5. Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Standard Annual Administrative Reports shall be due on January 15, 2004.
6. Year-end Financial Reports shall be due by July 31, 2004.
7. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB) Circular A-133.

B. Wrap Around Fund

1. Monthly Financial Reports specifying costs by funding source, budget category, and with the cost(s) per unit(s) of service(s) shall be due the fifteenth (15th) day following the end of the reporting month. (Project Budget attached as Attachment II.) Units of Service (UOS) will be determined by cost. Each TEN DOLLARS (\$10) of expenditure on direct client assistance, or fraction thereof, shall constitute one (1) UOS. There shall be separate financial reports for the HIV Housing Program and the Wrap Around Fund.

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Quarterly periods included in this Agreement are July 1, 2003 through September 30, 2003; October 1, 2003 through December 31, 2003; January 1, 2004 through March 31, 2004; and April 1, 2004 through June 30, 2004.

3. Final Program Narrative and Demographic Reports (by funding source) shall be due July 15, 2004. These reports shall specify the utilization of services by type and volume, identify unmet needs and service gaps, and provide a project self-evaluation.
4. Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Standard Annual Administrative Reports shall be due on January 15, 2004.
5. Year-end Financial Reports shall be due by July 31, 2004.
6. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB) Circular A-133.

III. GOALS AND OBJECTIVES

- A. Ninety-five percent (95%) of homeless clients shall be housed by Contractor or referred for appropriate housing within twenty-four (24) hours of intake.
- B. Seventy-five percent (75%) of homeless clients housed by Contractor shall maintain their housing for at least six (6) months.
- C. Eighty percent (80%) of clients in permanent housing shall maintain their housing through the end of the Ryan White fiscal year.
- D. Ninety-five percent (95%) of all clients who respond to an in-house client satisfaction survey shall indicate satisfaction with housing services received from Contractor.
- E. At least five percent (5%) of all clients shall be referred for assessment of cognitive skills and abilities to live independently and, when appropriate, offered training by Contractor's occupational therapists to address deficits.
- F. No client shall lose housing because Contractor is unable to process a payment

in a timely manner.

These outcome objectives shall be assessed and tabulated during the month of March 2004. The results of this assessment shall be reported to the AIDS Program by April 15, 2004.

IV. GENERAL

- A. Contractor shall submit any additions and/or changes to the program policies and procedures outlined in this Agreement to the AIDS Program for review prior to implementation.
- B. Contractor shall submit for AIDS Program approval any request to modify program budget line item amounts or to rollover funding.
- C. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS.
- D. Contractor's staff participation shall be required at AIDS Program Partnership Agency Roundtable meetings and other meetings, as needed or appropriate.
- E. Participation in the AIDS Program Universal Client Needs and Satisfaction Survey shall be required if requested by the AIDS Program.
- F. Any public information (e.g., brochures, flyers, etc.) about projects funded by the San Mateo County AIDS Program 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.
- G. Compliance with the annual AIDS Program site visit shall be required.
- H. Contractor shall agree to maintain, preserve (until three (3) years after termination of this Agreement with the State of California (via San Mateo County)), and permit the state, county, or any of its 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.
- I. Contractor shall understand that funding for any and all aspects of this project is dependent on adequate appropriation of funding for the Ryan White CARE Act and the HOPWA Act.
- J. By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement. (Required by NNA Amendment 1, Exhibit B, Paragraph 1.)

EXHIBIT B
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
JULY 1, 2003 THROUGH JUNE 30, 2004

I. PAYMENTS

A. Housing Assistance Program

Contractor shall submit an invoice for an advance payment of FIFTY-ONE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$51,796.25) on the first (1st) day of each month of this Agreement for the HIV Housing Assistance Program. The actual expenditures must be in line with the approved budget. See Attachments II and III. The maximum amount for this section of the Agreement shall not exceed SIX HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$621,555).

B. Fiscal Distribution of a Wrap Around Fund

Contractor shall manage the fiscal distribution of a Wrap Around Fund under a separate account. Contractor shall receive a maximum amount of SIXTY-ONE THOUSAND DOLLARS (\$61,000) for Wrap Around Fund expenditures and administrative costs, totaling no more than nine percent (9%) of total direct costs. Contractor shall receive TWENTY THOUSAND HUNDRED DOLLARS (\$20,000) in advance, TWENTY-ONE THOUSAND DOLLARS (\$21,000) in November 2003, and the remaining TWENTY THOUSAND DOLLARS (\$20,000) in March 2004, so that Contractor can meet the demands of clients in an expeditious manner. See Attachments II and III. The maximum amount for this section of the Agreement shall not exceed SIXTY-ONE THOUSAND DOLLARS (\$61,000).

C. Contractor shall submit a financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the previous month for both the Housing Program and Wrap-Around Fund.

D. The AIDS Program Director or his designee shall review and approve all invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

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

The total amount of this Agreement including all sections shall not exceed SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$682,555).

Schedule H
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 Sections 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 (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 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.

Arlene Aquino
Name of 504 Person - Type or Print

<u>Mental Health Association of San Mateo County</u> Name of Contractor(s) - Type or Print	<u>2686 Spring Street</u> Street Address or PO Box
<u>Redwood City</u> City	<u>CA</u> <u>94063</u> State Zip Code

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

August 1 2003
Date

Erilyn Stanton, Executive Director
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mental Health Association of San Mateo County
Contact Person: Evelyn Stanton
Address: 2686 Sp Street
Redwood City, CA 94063
Phone Number: (650) 368-9989 Fax Number: (650) 368-9017

II Employees

Does Contractor have any employees? Yes No
Does 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 correct, and that I am authorized to bind this entity contractually.

Executed this 1ST day of Aug, 2003 at Redwood City, CA
(City) (State)

Evelyn Stanton
Signature

Evelyn Stanton
Name (Please Print)

Executive Director
Title

Contractor Tax Identification #

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 4

DATE: August 7, 2003
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163
FROM: Maria Gonzalez - 573-2031, FAX 573-2875 PONY - PBH 328
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mental Health Association of San Mateo

DO THEY TRAVEL?:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: 17

DUTIES (SPECIFIC): Contractor provides an HIV Housing Assistance Program.

COVERAGE:	Amount	approve	waive	...
Comprehensive General Liability	<u>1 mil</u>	<u>X</u>	___	___
Motor Vehicle Liability	<u>1 mil</u>	<u>X</u>	___	___
Professional Liability	<u>1 mil</u>	<u>X</u>	___	___
Worker's Compensation	<u>1 mil</u>	<u>X</u>	___	___

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

8-7-03

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2003

PRODUCER (650)369-2921 FAX (650)369-2929
Boring-Johndrow-Leveroni-Vreeburg, Inc.
 Insurance Services
 845 Marshall St
 Redwood City, CA 94063

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 **Mental Health Association of San Mateo County**
 2686 Spring Street
 Redwood City, CA 94063

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great American Ins.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

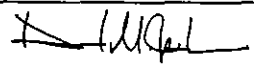
COVERAGES

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

INSR ADD'L LTR INSR	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 <input checked="" type="checkbox"/> Institutional Pro. Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC2254572-05	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP-653-62-23	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EXC653-62-62	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
	\$				
	\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER
	OTHER				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
San Mateo County Aids Program is named Additional Insureds per the attached endorsement.
 "Revised 08/01/03"

*Workers Compensation certificate will be issued directly by the carrier.

CERTIFICATE HOLDER	CANCELLATION
San Mateo County Aids Program Attention: Maria Gouzalet 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Daniel Johndrow/JMB 

POLICY NUMBER PAC2254572-05
Mental Health Association of San Mateo County
7/1/03 to 7/1/04

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provide under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Schedule:

Name of Person or Organization:

San Mateo County Aids Program

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect arising out of your ongoing operations performed for that insured..

Such insurance as in afforded by the General Liability policy is primary insurance and no other insurance of the additional insured shall be called upon to contribute to a loss.