

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
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 \_\_\_\_\_,  
2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
AIDS COMMUNITY RESEARCH CONSORTIUM, 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; and

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  
Schedule H – HIPAA Business Associate requirements  
Attachment I – §504 Compliance  
Attachment II – Budget

**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 contract exceed THREE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$332,200).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from March 1, 2004 through February 28, 2005.

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. Relationship of Parties.**

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 the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 County Manager 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 I will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **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 contractors operations under this Agreement, whether such operations be by himself/herself 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 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 .....            | \$0         |

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. Compliance 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, 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 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 Contractor 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 contract (this paragraph needed only if services provided to members of the public).
- 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 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 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 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Executive Director  
AIDS Community Research Consortium  
1048 El Camino Real, Suite B  
Redwood City, CA 94063

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

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
Mark Church, President, Board of Supervisors

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

ATTEST:

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

AIDS COMMUNITY RESEARCH CONSORTIUM

  
Contractor's Signature

Date: 1/29/04

EXHIBIT "A"

AIDS COMMUNITY RESEARCH CONSORTIUM  
MARCH 1, 2004 THROUGH FEBRUARY 28, 2005

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. 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.

- A. Contractor shall provide a case manager who: a) has a B.A. in Social Work (or a minimum of 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.
- B. County shall, in respect to the case manager provided under this Agreement:
1. reserve the right to accept or reject any case management candidate; and
  2. 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.
- C. 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.
- D. Contractor's case manager will provide on-site case management at a designated county medical clinic providing HIV care. Case manager will meet for clinical supervision with the AIDS Program Client Services Coordinator twice monthly for clinical supervision.
- E. 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 Clinic HIV Social Services Unit.
- F. 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.

G. Program Objectives

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.

H. Reporting

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 (4<sup>th</sup>) quarter reports serve as the final project reports, are due on March 15, 2005, 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, 2005.
4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

II. 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).

- A. Contractor shall utilize an HIV curriculum that includes strategies and interventions to assist EIP clients to maximize their 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.
- B. Contractor shall provide three (3) sixteen (16) session Living Now group educational programs.
- C. Contractor shall accurately complete and submit Client Contact Forms to AIDS Program EIP staff according to a pre-established schedule.
- D. 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.



- E. Contractor shall provide incentives to stimulate Living Now enrollment and participation.
- F. Contractor shall send the Living Now staff to ninety percent (90%) of all EIP case conferences and meetings according to an established schedule.
- G. 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.
- H. Program Objectives
  - 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.
- I. Reporting
  - 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 (4<sup>th</sup>) quarter report serves as the final project report and is due on March 15, 2005, 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, 2005.
  - 4. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

### III. HIV Food Services

Contractor shall provide the following services:

- A. Provide services to two hundred fifty (250) unduplicated clients living with HIV/AIDS during the term of this Agreement.
- B. 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).
- C. 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 given to clients with disabling HIV/AIDS.

- D. 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.

- E. 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.
- F. Attend all relevant HIV/AIDS meetings (SPAN and Partnership Roundtable) and workshops to provide continuing education for Contractor's staff.
- G. Allow County's Environmental Health Division to conduct a minimum of two (2) inspections of Contractor's facilities during the term of this Agreement.
- H. Timeline

First (1<sup>st</sup>) Quarter: March 2004 to May 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 first (1<sup>st</sup>) 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 this Agreement. Provide an organizational chart indicating who is responsible for what activities.

Second (2<sup>nd</sup>) Quarter: June 2004 to August 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 second (2<sup>nd</sup>) Quarterly Program Report to the AIDS Program.

Third (3<sup>rd</sup>) Quarter: September 2004 to November 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. 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 (3<sup>rd</sup>) Quarterly Program Report to the AIDS Program.

Fourth (4<sup>th</sup>) Quarter: December 2004 to February 2005

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 (4<sup>th</sup>) Quarterly Program Report to the AIDS Program.

I. Program Objectives

1. Ninety percent (90%) of clients shall report overall satisfaction with services of the program. This survey shall be conducted in the third (3<sup>rd</sup>) quarter of the contract year, and the results will be included in the third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) quarter of the contract year, and the results will be included in the third (3<sup>rd</sup>) quarter Quarterly Program Report.

J. Reporting

1. Monthly Financial Reports specifying cost(s) by budget category and per unit(s) of service(s) are due the fifteenth (15<sup>th</sup>) day following the end of the month. (Project Budget attached as Attachment II.)
2. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The fourth (4<sup>th</sup>) quarter reports serve as the final project reports, are due on March 15, 2005, 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, 2005. County, 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, 2005.
5. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

IV. Rental of Premises and Cleaning Services

- A. 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 Rooms 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 \_\_\_\_\_

B. Special Terms and Conditions:

1. 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.
2. County shall oversee use of the premises to ensure that it is kept clean.
3. County shall be given security codes for the premises. County agrees never to share the security code for the premises with any unauthorized persons.
4. County shall report to Contractor any equipment malfunctions which occur during County's use of the premises.
5. County shall use office equipment only insofar as authorized by Contractor's staff.
6. County shall report to Contractor any injuries or other emergencies which occur during County's use of the premises.
7. 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.
8. County and County's participants shall not place phone calls, transmit facsimiles or make photocopies for personal use while on the premises.
9. County shall ensure that there is no smoking in the facility.

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

D. 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. All materials, supplies and equipment used 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.

**E. 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 IV, Rental of Premises and 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 IV, Rental of Premises and 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 IV, Rental of Premises and 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. Public Liability and 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.

V. General

- A. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
- B. Contractor shall comply with the annual AIDS Program site visit.
- C. Contractor shall send a representative to all case management conferences facilitated by County if such participation is required.
- D. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
- E. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information. Personally identifying information developed or acquired by Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes by court order, or pursuant to written authorization by the person who is the subject of the record or by his or her guardian or conservator. Contractor is responsible for complying with all applicable state and federal statutes regarding confidentiality and HIV/AIDS, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
- F. Contractor agrees to acknowledge in all materials produced pursuant to this Agreement, the contribution in whole or in part, of County, State, and Federal funding sources as applicable. In addition, any copyrighted or copyrightable works developed under this Agreement shall be subject to royalty free, non-exclusive and irrevocable license to the government to reproduce, publish or otherwise use them and to authorize others to do so for Federal, State and County government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- G. County may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to the County shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand
- H. Contractor certifies that to the best of his knowledge and belief i) no County, State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement; ii) If any funds other than County, State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- I. 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.)
- J. Contractor shall not claim reimbursement from County or apply sums received from County with respect to that portion of its obligations which has been paid by another source of revenue. Contractor shall not charge County for services which clients were entitled to receive regardless of this Agreement. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect co-payment, or share of cost as allowed by regulations specific to funding sources.
- K. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- L. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
- M. Contractor shall retain any property acquired with funds under this Agreement as long as there is a need for the property to accomplish the purpose of the program. For disposition of equipment or furniture with a unit cost of FIVE HUNDRED DOLLARS (\$500) or more and a life expectancy of one or more years, Contractor shall request disposition instructions from County.
- N. 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).

- O. In the event Contractor claims or receives payment from County for a service, reimbursement 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.
  
- P. Contractor certifies that it has appropriate systems and controls in place to ensure that County funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
  
- Q. Contractor certifies that no funds received under this Agreement will be used to assist, promote or deter union organizing.

## EXHIBIT "B"

### AIDS COMMUNITY RESEARCH CONSORTIUM MARCH 1, 2004 THROUGH FEBRUARY 28, 2005

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

#### I. PAYMENT

##### A. Case Management Services

1. Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15<sup>th</sup>) 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 II), 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 (15<sup>th</sup>) 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 II), 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 (15<sup>th</sup>) 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 II), 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 this 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).

### COUNTY OF SAN MATEO AIDS PROGRAM MEMORANDUM

Number of pages faxed \_\_\_\_\_

**DATE:** January 27, 2004

**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:** AIDS Community Research Consortium

**DO THEY TRAVEL?:** Yes

**PERCENT OF THE TIME:** 10%

**NUMBER OF EMPLOYEES:** 12

**DUTIES (SPECIFIC):** Contractor will provide food services, case management and health education to clients of the HIV/AIDS Program

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

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 1-27-04

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/07/03

**PRODUCER**  
HRH of Northern California  
75 Rowland Way, Suite 350  
Novato, CA 94945  
415 895-9100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
AIDS Community Research Consortium  
1048 El Camino Real, Suite B  
Redwood City, CA 94063

INSURER A: Federal Insurance Company  
INSURER B: Hartford Insurance Group  
INSURER C: State Compensation Insurance Fund  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input 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	35774939SFO	06/04/03	06/04/04	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECUP6282	06/04/03	06/04/04	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	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	79833440	06/04/03	06/04/04	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  OTHER	48844403	04/01/03	04/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate holder is an additional insured per form issued by the company

**CERTIFICATE HOLDER**  
 Aids Program of San Mateo  
 225 37th Ave  
 San Mateo, CA 94403

**ADDITIONAL INSURED; INSURER LETTER:**  
**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND, UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Joel D. Grand*

## 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.

**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 sub-contractors 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.

Gregory Edwards, Ph.D., Executive Director

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.

1/29/04  
Date

[Signature]  
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."

## ATTACHMENT II

### AIDS COMMUNITY RESEARCH CONSORTIUM BUDGET FOR CASE MANAGEMENT

<b>Funding Source</b>		<b>Total</b>
<b>Personnel Expenses</b>	<b>FTE</b>	
Montez Clarida, Case Manager	1.0	34,925
Greg Edwards, Acting Exec. Dir.	0.0	2,084
Total Salaries		37,009
Fringe Benefits @ 25%		9,252
<b>Total Personnel</b>		<b>46,261</b>
<b>Operating Expenses</b>		
Total Operating		0
<b>Total Direct Expenses</b>		<b>46,261</b>
<b>Indirect Expenses</b>		<b>3,238</b>
<b>TOTAL EXPENSES</b>		<b>49,500</b>

**ATTACHMENT II**

**AIDS COMMUNITY RESEARCH CONSORTIUM  
BUDGET FOR HEALTH EDUCATION**

Funding Source		Total
<b>Personnel Expenses</b>	<b>FTE</b>	
Harold Atkins, HIV Health Education C	0.4	17,000
Greg Edwards, Acting Exec. Dir.	0.1	5,154
<b>Total Salaries</b>		<b>22,154</b>
<b>Fringe Benefits @ 25%</b>		<b>5,539</b>
<b>Total Personnel</b>		<b>27,693</b>
<b>Operating Expenses</b>		
Rental of Property		4,000
Utilities		440
Insurance		1,750
Client Meals		4,800
Travel Reimbursements		3,600
Participant Stipends		6,300
Speaker Stipends		2,100
Telephone		720
<b>Total Operating</b>		<b>23,710</b>
<b>Total Direct Expenses</b>		<b>51,402</b>
<b>Indirect Expenses</b>		<b>3,598</b>
<b>TOTAL EXPENSES</b>		<b>55,000</b>

**ATTACHMENT II**

**AIDS COMMUNITY RESEARCH CONSORTIUM  
BUDGET FOR FOOD PROGRAM**

<b>Funding Source</b>		<b>Total</b>
<b>Personnel Expenses</b>	<b>FTE</b>	
Susan Spears, Program Manager	1.0	36,620
Jose Rodriguez, Program Asst.	0.9	23,205
Greg Edwards, Acting Exec. Dir.	0.2	18,021
Total Salaries		77,846
Fringe Benefits @ 25%		19,462
<b>Total Personnel</b>		<b>97,308</b>
<b>Operating Expenses</b>		
Rental of Property		16,000
Utilities		1,760
Insurance		7,000
Staff Travel (local & out-of-town)		2,000
Food Vouchers		32,400
Groceries		49,140
Total Operating		108,300
<b>Total Direct Expenses</b>		<b>205,608</b>
<b>Indirect Expenses</b>		<b>14,393</b>
<b>TOTAL EXPENSES</b>		<b>220,000</b>