

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
EL CONCILIO OF SAN MATEO COUNTY**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CONCILIO 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

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 ONE HUNDRED NINE THOUSAND SEVEN HUNDRED DOLLARS (\$109,700).

4. Term and Termination.

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

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, 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 contract.
- 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 Contractors 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
Mary Jane Wood
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

El Concilio of San Mateo County
Ortensia Lopez
1419 Burlingame Ave, Suite N
Burlingame, CA 94010

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

EL CONCILIO OF SAN MATEO COUNTY

Orlando Lopez
Contractor's Signature

Date: 5/11/04

EXHIBIT A
EL CONCILIO OF SAN MATEO COUNTY
July 1, 2004 through June 30, 2005

I. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

A. Services

Contractor shall provide street outreach intervention and testing referral services in all areas of the county, except East Palo Alto, to high-risk individuals. For the purposes of this Agreement, high-risk individuals shall be defined as LATINO MEN WHO HAVE SEX WITH MEN..

For the purpose of this section of the Agreement, the following terms have been defined as follows:

High-risk individuals shall be defined as LATINO MEN WHO HAVE SEX WITH MEN.

Client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process.

1. Contractor shall provide a total of three thousand (3,000) client contacts.

A Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT. The "Client Contact" UOS shall be measured by the number of Evaluating Local Intervention (ELI) forms completed.

2. The outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program HIV test sites. Of the coupons distributed, at least two hundred seventy-five (275) shall result in the contact receiving HIV counseling and testing.

A Unit of Service (UOS) shall be defined as EACH CLIENT TESTED AND COUNSELED. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

3. At the test sites, Contractor's staff will perform outreach in the blocks surrounding the test sites and accompany clients to the site. Contractor's staff will screen the client for high-risk behavior. Furthermore, Contractor's staff will provide pre-education about HIV and the testing process directly before the client is tested.
4. When a client's HIV status is known to Contractor, Contractor shall refer individuals with a positive HIV antibody test to the AIDS

Program (or other appropriate provider) for health and social services as soon as possible.

5. Contractor shall implement specific strategies to reach each of the target populations. These strategies shall include individual and group HIV/AIDS intervention and testing referral services conducted in various settings.

B. Program Objectives

1. A minimum of three thousand (3,000) high-risk individuals in all areas throughout the county, except for East Palo Alto, shall be contacted, counseled, and referred for testing by the outreach intervention and testing referral team, as measured by the Evaluating Local Interventions (ELI) forms.
2. Of the three thousand (3,000) individuals contacted, a minimum of two hundred seventy-five (275) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon and the Evaluating Local Intervention (ELI) forms.

C. Program Reporting

Contractor shall provide the following reports and activities:

1. Contractor's outreach workers for this project shall comply with all on-site AIDS Program reporting requirements, and utilize the Evaluating Local Interventions (ELI) forms required by the state office of AIDS.
2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15th) day following the end of the reporting month (Project Budget attached as Attachment II).
3. A year-end Financial Report shall be due by August 1, 2005.

II. Door to Treatment Program

A. Services

Contractor shall provide outreach, prevention case management and HIV risk-reduction services to substance abusers in the areas of North Fair Oaks in Redwood City, San Mateo, Daly City, South San Francisco, San Bruno, and Coastside. For the purposes of this Agreement, high-risk individuals shall be defined as MEN WHO HAVE SEX WITH MEN, INJECTION DRUG USERS, WOMEN, HIGH RISK ADOLESCENTS, AND POST INCARCERATED INDIVIDUALS.

1. Make two hundred (200) "pre-client" contacts with out-of-treatment clients who are substance abusers and at-risk for HIV and

Hepatitis C. A "pre-client" shall be defined as an individual who is a substance abuser and is in the "contemplation" stage of Prochaska's behavior change model (see attachment III). A pre-client "contact" shall be defined as a conversation between the outreach worker and client in which the outreach worker assesses HIV risk behaviors, including sexual and substance abuse risks, provides HIV and substance abuse risk-reduction counseling, assesses the stage of behavior change for substance abuse, provides condoms and makes referrals for HIV testing.

2. Provide prevention case management to two hundred (200) pre-clients to encourage them to use safer sex behaviors, reduce substance abuse and move from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
3. Provide HIV/AIDS test or ensure that clients have taken a HIV/AIDS test before they enter a drug treatment program.
4. Provide pre-treatment counseling to help facilitate transition from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
5. Refer fifty (50) clients who have moved to the "action" stage of behavior change model to the Alcohol and Drug treatment assessor to receive a baseline Government Performance and Results Act (GPRA) data collection tool.
6. Assist the fifty (50) clients referred to the Alcohol and Drug department for assessment, with transportation arrangements, culturally competent support, and translation if necessary.
7. Maintain confidential charts for each of the fifty (50) clients to include a consent form, client locator information, GPRA, pre-client forms, description of the client's HIV risks and prevention case management notes.

B. Program Objectives

1. Six-month follow-up GPRA assessments should be completed on eighty-five percent (85%) of the clients who received the baseline GPRA.
2. Twelve month follow-up GPRA assessments should be completed on eighty-five percent (85%) of the clients who received the baseline GPRA.
3. At twelve (12) months, sixty percent (60%) of the fifty (50) clients receiving HIV and Hepatitis B/C risk reduction education and counseling will reduce their risk behavior for HIV, Hepatitis B/C and other IDU and sexually transmitted diseases as measured by the GPRA assessment tool.

4. At twelve (12) months, sixty percent (60%) of the fifty (50) clients who entered drug treatment will reduce their Alcohol and other Drugs use or become abstinent as measured by the GPRA assessment tool.
5. A minimum of forty percent (40%) of the clients (twenty (20) clients) who received the baseline GPRA will enter drug treatment.

C. Program Reporting

1. Outreach workers shall submit a copy of the pre-client forms, and GPRAs every two (2) weeks.
2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15th) day following the end of the reporting month (Project Budget Attachment II).
3. A year end financial report shall be due by August 1, 2005.

III. General

1. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
2. Contractor shall comply with the annual AIDS Program site visit.
3. Contractor shall send a representative to all case management conferences facilitated by County if such participation is required.
4. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
5. 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.
6. 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.

7. 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
8. 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.
9. 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.)
10. 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.

11. 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.
12. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
13. 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.
14. 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).
15. 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.
16. Contractor certifies that no Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
17. Contractor must comply with the GPRA requirement that includes the collection and periodic reporting of performance data as specified in the GFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure that the effectiveness and efficiency of its programs.

18. Contractor certifies that no funds received under this Agreement will be used to assist, promote or deter union organizing.
19. 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.

EXHIBIT B
EL CONCILIO OF SAN MATEO COUNTY
July 1, 2004 through June 30, 2005

PAYMENTS

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

Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15th) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures in line with the approved budget (attachment II) and upon demonstrated progress through required progress reports.

A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

The total payment for services of Contractor provided under this section of the Agreement shall not exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500).

B. Door to Treatment Program

The total payment for services of Contractor provided under this section of the Agreement shall not exceed EIGHTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$82,200).

In any event, the total amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED NINE THOUSAND SEVEN HUNDRED DOLLARS (\$109,700) for the contract term. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

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.

GLORIA FLORES - GARCIA

Name of 504 Person - Type or Print

El Concilio of San Mateo County
Name of Contractor(s) - Type or Print

1419 Burlingame Ave, Suite N
Street Address or PO Box

Burlingame
City

CA
State

94010
Zip Code

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

5/11/04

Date

Gloria Flores

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."

El Concilio of San Mateo County					
ATTACHMENT II					
BUDGET (COST ALLOCATION BY SERVICE CATEGORY)					
FISCAL YEAR 2004-05					
Line Items		CSAT		NIGHT	TOTAL
TOTAL REVENUES	FTE	82,200	FTE	27,500	109,700
Personnel					0
Project Director					0
Community Program Specialist	1	34,278		0	34,278
Community Workers (Outreach)	1	22,069	0.75	17,131	39,201
Data Analyst					0
Total Salaries		56,347		17,131	73,479
Fringe Benefits		11,561		5,286	16,847
Total Personnel		67,908		22,417	90,326
Direct Program Costs					
Rent		7,500		2,500	10,000
Office Supplies					0
Printing/Copying					0
Telephone/Cellular phones					0
Local Travel				342	342
Non-local Travel					0
Program Supplies/Health Ed. Material					0
Training					0
Utilities					0
Promotional/Campaign					0
Postage					0
Subtotal Direct Program Costs		7,500		2,842	10,342
Indirect					
Insurance Liability					0
Audit					0
Miscellaneous 10%		6,791		2,242	9,033
Subtotal Indirect		6,791		2,242	9,033
TOTAL EXPENSES		82,200		27,500	109,700

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 5

DATE: May 2, 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: El Concilio of San Mateo County

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90

NUMBER OF EMPLOYEES: 15

DUTIES (SPECIFIC): Contractor provides outreach, testing referral and prevention case management services.

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

REMARKS/COMMENTS

SIGNATURE

DATE

Juliana R. Jones

5/3/04

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/11/03

PRODUCER
HRH of Central California 11
P O Box 40022
Fresno, CA 93755-4022
559 432-1800

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

INSURERS AFFORDING COVERAGE

INSURED
El Concilio Of San Mateo County
1419 Burlingame Ave
Suite N
Burlingame, CA 94010

INSURER A: Great American Insurance
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	PAC225449905	05/29/03	05/29/04	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$1,000,000
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	CAP344859703	05/29/03	05/29/04	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 \$ EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 San Mateo County its officers, agents, employees and servants are named as additional insured

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION Ten Day Notice for Non-Payment
San Mateo Medical Center Attn: Maria Gonzalez 222 39th Avenue San Mateo, CA 94403		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: PAC225449905

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo Medical Center Attn:
Maria Gonzalez
222 39th Avenue
San Mateo, CA 94403

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

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

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2003

GROUP: 000469
POLICY NUMBER: 0001571-2003
CERTIFICATE ID: 40
CERTIFICATE EXPIRES: 07-01-2004
07-01-2003/07-01-2004

SAN MATEO COUNTY AIDS PROGRAM NA
ATTN: MARIA GONZALEZ
225-37TH AVE. ROOM 23
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

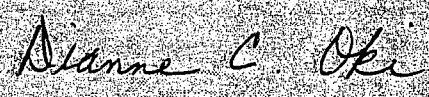
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

HISPANIC CONCILLO OF SAN MATEO COUNTY
1419 BURLINGAME AVE STE N
BURLINGAME CA 94010

HISPANIC CONCILLO OF SAN MATEO COUNTY
(A NON-PROFIT CORPORATION)

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FREE AT LAST**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FREE AT LAST, 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 AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

PARTIES HERETO AS

1. Exhibits.

The following exhibits are attached hereto

in accordance with the terms and conditions set forth herein:

Scanning

Exhibit A—Services

Exhibit B—Payments and rates

Attachment 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 ONE HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS (\$172,950).

4. Term and Termination.

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

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, 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 contract.
- 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 Contractors 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
Mary Jane Wood
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Free at Last
Deborah Vargas
1796 Bay Road
East Palo Alto, CA 94303

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

FREE AT LAST

Ruth Vargas

Contractor's Signature

Date: 5/11/04

EXHIBIT A
FREE AT LAST
July 1, 2004 through June 30, 2005

I. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

A. Services

Contractor shall provide street outreach intervention and testing referral services for high-risk individuals in East Palo Alto, East Menlo Park and Redwood City.

For the purpose of this section of the Agreement, the following terms have been defined as follows:

High-risk individuals shall be defined as MEN WHO HAVE SEX WITH MEN, INJECTION DRUG USERS, HIGH RISK ADOLESCENTS, AND WOMEN.

Client contact shall be defined as a conversation in which the individual acknowledges to the outreach worker his/her risk of contracting or spreading the HIV virus; and receives verbally, and/or in writing, information on basic HIV facts, how to prevent contracting or spreading HIV, and the testing process.

1. East Palo Alto

- a. Contractor shall provide a minimum of fourteen thousand (14,000) client contacts in East Palo Alto.

A Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT. The "Client Contact" UOS shall be measured by the number of Evaluating Local Intervention (ELI) forms completed.

- b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program test sites. Of the coupons distributed, a minimum of seven hundred thirteen (713) will result in the contact receiving HIV testing and counseling.

A Unit of Service (UOS) shall be defined as EACH CLIENT TESTED AND COUNSELED. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

2. East Menlo Park

- a. Contractor shall provide a minimum of one thousand six hundred (1,600) client contacts in East Menlo Park.

A Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT. The "Client Contact" UOS shall be measured by the number of Evaluating Local Intervention (ELI) forms completed.

- b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program test sites. Of the coupons distributed, a minimum of seventy-two (72) will result in the contact receiving HIV testing and counseling.

A Unit of Service (UOS) shall be defined as EACH CLIENT TESTED AND COUNSELED. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

3. Redwood City

- a. Contractor shall provide a minimum of two thousand four hundred (2,400) client contacts in Redwood City.

A Unit of Service (UOS) shall be defined as EACH CLIENT CONTACT. The "Client Contact" UOS shall be measured by the number of Evaluating Local Intervention (ELI) forms completed.

- b. Outreach workers shall give each contact a project-specific HIV test referral coupon for use at the AIDS Program test sites. Of the coupons distributed, a minimum of one hundred forty-two (142) will result in the contact receiving HIV testing and counseling.

A Unit of Service (UOS) shall be defined as EACH CLIENT TESTED AND COUNSELED. The "Testing & Counseling" UOS shall be measured by tabulation of the number of these coupons received at the AIDS Program HIV test sites.

- 4. At the test sites, Contractor's staff will perform outreach in the blocks surrounding the test sites and accompany clients to the site. Contractor's staff will screen the client for high-risk behavior. Furthermore, Contractor's staff will provide pre-education about HIV and the testing process directly before the client is tested.
- 5. When a client's HIV status is known to Contractor, Contractor shall refer individuals with a positive HIV antibody test to the AIDS Program (or other appropriate provider) for health and social services as soon as possible.

6. Contractor shall implement specific strategies to reach each of the target populations. These strategies shall include individual and group HIV/AIDS intervention and testing referral services conducted in various settings.

B. Program Objectives

1. East Palo Alto

- a. A minimum of fourteen thousand (14,000) high-risk individuals, shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by the Evaluating Local Intervention (ELI) forms.
- b. Of the fourteen thousand (14,000) individuals contacted, a minimum of seven hundred thirteen (713) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon and the Evaluating Local Intervention (ELI) forms.

2. East Menlo Park

- a. A minimum of one thousand six hundred (1,600) high-risk individuals shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by the Evaluating Local Intervention (ELI) forms.
- b. Of the one thousand six hundred (1,600) individuals contacted, a minimum of seventy-two (72) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon and the Evaluating Local Intervention (ELI) forms.

3. Redwood City

- a. A minimum of two thousand four hundred (2,400) high-risk individuals shall be contacted, counseled and referred for testing by the outreach intervention and testing referral team, as measured by the Evaluating Local Intervention (ELI) forms.
- b. Of the two thousand four hundred (2,400) individuals contacted, a minimum of one hundred forty-two (142) shall subsequently follow through for HIV testing, as measured by a project-specific referral coupon and the Evaluating Local Intervention (ELI) forms.

C. Program Reporting

Contractor shall provide the following reports and activities:

1. Contractor's outreach workers for this project shall comply with all

on-site AIDS Program reporting requirements, and utilize the Evaluating Local Interventions (ELI) forms required by the state office of AIDS.

2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15th) day following the end of the reporting month (Project Budget Attachment II).
3. A year-end Financial Report shall be due by August 1, 2005.

II. Door to Treatment Program

A. Services

Contractor shall provide outreach, prevention case management and HIV risk-reduction services to substance abusers in the areas of East Palo Alto, East Menlo Park and North Fair Oaks in Redwood City. For the purposes of this Agreement, high-risk individuals shall be defined as MEN WHO HAVE SEX WITH MEN, INJECTION DRUG USERS, WOMEN, HIGH RISK ADOLESCENTS, AND POST INCARCERATED INDIVIDUALS.

1. Make two hundred (200) "pre-client" contacts with out-of-treatment clients who are substance abusers and at-risk for HIV and Hepatitis C. A "pre-client" shall be defined as an individual who is a substance abuser and is in the "contemplation" stage of Prochaska's behavior change model (see attachment III). A pre-client "contact" shall be defined as a conversation between the outreach worker and client in which the outreach worker assesses HIV risk behaviors, including sexual and substance abuse risks, provides HIV and substance abuse risk-reduction counseling, assesses the stage of behavior change for substance abuse, provides condoms and makes referrals for HIV testing.
2. Provide prevention case management to two hundred (200) pre-clients to encourage them to use safer sex behaviors, reduce substance abuse and move from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
3. Provide HIV/AIDS test or ensure that clients have taken a HIV/AIDS test before they enter a drug treatment program.
4. Provide pre-treatment counseling to help facilitate transition from the "contemplation" or "preparing to change" stages to the "action" stage of behavior change model.
5. Refer fifty (50) clients who have moved to the "action" stage of behavior change model to the Alcohol and Drug treatment assessor to receive a baseline Government Performance and Results Act (GPRA) data collection tool.

6. Assist the fifty (50) clients referred to the Alcohol and Drug Department for assessment, with transportation arrangements, culturally competent support and translation if necessary.
7. Maintain confidential charts for each of the fifty (50) clients to include a consent form, client locator information, GPRAs, pre-client forms, description of the client's HIV risks and prevention case management notes.

B. Program Objectives

1. Six-month follow-up GPRA assessments should be completed on eighty-five percent (85%) of the clients who received the baseline GPRA.
2. Twelve month follow-up GPRA assessments should be completed on eighty-five percent (85%) of the clients who received the baseline GPRA.
3. At twelve (12) months, sixty percent (60%) of the fifty (50) clients receiving HIV and Hepatitis B/C risk reduction education and counseling will reduce their risk behavior for HIV, Hepatitis B/C and other IDU and sexually transmitted diseases as measured by the GPRA assessment tool.
4. At twelve (12) months, sixty percent (60%) of the fifty (50) clients who entered drug treatment will reduce their Alcohol and other Drugs use or become abstinent as measured by the GPRA assessment tool.
5. A minimum of forty percent (40%) of the clients (twenty (20) clients) who received the baseline GPRA will enter drug treatment.

C. Program Reporting

1. Outreach workers shall submit a copy of the pre-client forms, and GPRAs every two (2) weeks.
2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15th) day following the end of the reporting month (Project Budget attached as Attachment II).
4. A year end financial report shall be due by August 1, 2005.

III. General

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

2. Contractor shall comply with the annual AIDS Program site visit.
3. Contractor shall send a representative to all case management conferences facilitated by County if such participation is required.
4. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
5. 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.
6. 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.
7. 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
8. 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.

9. 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.)
10. 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.
11. 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.
12. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
13. 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.

14. 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).
15. 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.
16. Contractor certifies that no Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
17. Contractor must comply with the GPRA requirement that includes the collection and periodic reporting of performance data as specified in the GFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure that the effectiveness and efficiency of its programs.
18. Contractor certifies that no funds received under this Agreement will be used to assist, promote or deter union organizing.
19. 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.

EXHIBIT B
FREE AT LAST
July 1, 2004 through June 30, 2005

PAYMENTS

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

Contractor shall submit monthly invoices and financial statements for services provided for County under this Agreement by the fifteenth (15th) day following the end of the invoiced month. The AIDS Program Director or his/her designee shall review and approve all invoices prior to processing for payment. Invoices shall be based upon actual expenditures in line with the approved budget (attachment II) and upon demonstrated progress through required progress reports. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

A. Neighborhood Intervention Geared to High-Risk Testing (NIGHT) Program

1. East Palo Alto

The total payment for services of Contractor provided under this section of this Agreement shall not exceed SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000).

2. East Menlo Park and Redwood City

The total payment for services of Contractor provided under this section of this Agreement shall not exceed THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$13,750).

B. Prevention Case Management

1. The total payment for services of Contractor provided under this section of this Agreement shall not exceed EIGHTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$82,200).

In any event, the total amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS (\$172,950) for the contract term.

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.

Deborah VARGAS
Name of 504 Person - Type or Print

<u>Free at Last</u> Name of Contractor(s) - Type or Print	<u>1796 Bay Road</u> Street Address or PO Box	
<u>East Palo Alto</u> City	<u>CA</u> State	<u>94303</u> Zip Code

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

5/11/04
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."

Free at Last

ATTACHMENT II
 BUDGET (COST ALLOCATION BY SERVICE CATEGORY)
 FISCAL YEAR 2004-05

Service Category	CSAT		NIGHT			Total	
	FTE		Redwood City/ East Menlo Park	FTE	East Palo Alto		
Personnel Expenses	FTE		FTE		FTE		
Executive Director	0.10	5,150	0.1	515	0.4	2,060	7,725
Director of Outreach	0.10	4,550	0.2	910	0.8	3,640	9,100
Program Assistant	0.10	2,985	0.2	587	0.8	2,348	5,920
Administrative Support	0.15	3,450	0.2	460	0.8	1,840	5,750
Outreach Worker1			0.15	4,242	0.85	24,041	49,495
Outreach Worker 2			0.12	2,228	0.63	16,335	39,775
Outreach Worker 2	0.75	21,212					21,212
Outreach Worker 2	0.75	21,212					21,212
							0
							0
							0
Total Salaries		58,559		8,942		50,264	160,189
Fringe Benefits @ 22%		12,883		1,967		11,058	25,908
Total Personnel		71,443		10,909		61,322	186,097
Operating Expenses							
Rental of Property		2,730		532		3,268	6,530
Utilities				92		524	616
Building Maintenance				98		554	652
Office Supplies/Postage				61		343	404
Printing/Copying				103		584	687
Program/Educational Supplies		258		375		1,772	2,405
Staff Training, Ed. Reim., Conference				62		350	412
Staff Travel				307		1,408	1,715
Telephones and Pagers		625		121		743	1,489
Total Operating Expenses		3,613		1,751		9,546	14,910
Total Direct Expenses		75,056		12,660		70,868	158,584
Indirect Expenses @ 10% of personnel		7,144		1,091		6,132	14,367
TOTAL EXPENSES		82,200		13,750		77,000	172,951

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 4

DATE: May 3, 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: Free at Last

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90

NUMBER OF EMPLOYEES: 15

DUTIES (SPECIFIC): Contractor provides outreach, testing referral and prevention case management services.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>1 Mil</u>	<u>X</u>	_____	_____
Motor Vehicle Liability	<u>1 mil</u>	<u>X</u>	_____	_____
Professional Liability	_____	_____	<u>X</u>	_____
Worker's Compensation	<u>Statutory</u>	<u>X</u>	_____	_____

REMARKS/COMMENTS

SIGNATURE

DATE

Juliana P. Zygar

5-3-04

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/03

PRODUCER
Arthur J. Gallagher & Co. Ins.
 Brokers of CA Inc Lic.#0726293
 One Market Spear Twr Ste 200
 San Francisco, CA 94105

INSURED
 Free At Last Community Recovery & Reha
 1796 Bay Road
 East Palo Alto, CA 94303

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	NAIC #
INSURER A: Travelers Insurance Company	35076
INSURER B: State Compensation Insurance Fund	
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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X660807X711402	09/01/03	09/01/04	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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	8103034W98902	09/01/03	09/01/04	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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1740897	07/01/03	07/01/04	<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

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per Attached Attendant (See Attached Descriptions)

CERTIFICATE HOLDER

County Of San Mateo
 Department of Public Health
 225 37th Ave.
 San Mateo, CA 94403

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT LATER THAN THE EXPIRATION DATE OF THE POLICY.

AUTHORIZED REPRESENTATIVE

Jim Dowe

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: X660807X711402

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County Of San Mateo
Department of Public Health
225 37th Ave.
San Mateo, CA 94403

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per Attached Attendant Endorsement RE:Named-Insured Programs, Operations & Activities
Date: Policy Term

AS RESPECTS LIABILITY, IT IS AGREED THAT ALL RIGHT OF SUBROGATION IS HEREBY WAIVED UNDER SUCH INSURANCE POLICY AS RESPECTS THE ADDITIONAL INSURED AS IDENTIFIED IN THIS ENDORSEMENT.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.