

**AMENDMENT TWO TO AGREEMENT 068952
BETWEEN THE COUNTY OF SAN MATEO AND THE AIDS COMMUNITY
RESEARCH CONSORTIUM**

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

W I T N E S S E T H:

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, the parties entered into Agreement 068952 to provide Health Education and a Food Services on September 11, 2007;

WHEREAS, Amendment One to the Agreement added \$25,000 in funding to the food program and extended the period of services from February 29, 2008 to June 30, 2008 to comply with requirement mandated by funding sources;

WHEREAS, the parties wish to amend the Agreement to add \$169,522 to the Agreement and extend the term of services to June 30, 2009.

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

1. Former Section 3 Payments of the Agreement is deleted in its entirety and replaced with the following:

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed. FOUR HUNDRED NINETY-ONE THOUSAND THREE HUNDRED DOLLARS (\$491,300).

2. Former Section 4 Term and Termination of the Agreement is deleted in its entirety and replaced with the following:

Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2007 through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of the Health Department 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.

3. Exhibits A and B of the original Agreement are deleted in their entirety and replaced with the versions of Exhibits A and B that are attached.
4. **All other terms and conditions of the agreement dated September 11, 2007, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
Adrienne J. Tissier, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AIDS Community Research Consortium

Contractor's Signature

Date: _____

EXHIBIT "A"

AIDS COMMUNITY RESEARCH CONSORTIUM
MARCH 1, 2007 THROUGH JUNE 30, 2009

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

- I. HEALTH EDUCATION AND RISK REDUCTION – Period of services for this section is March 1, 2007 through June 30, 2009,

SERVICES

- A. Contractor shall provide health education and risk reduction services to clients who are HIV+, who live in San Mateo County, and are currently enrolled or eligible for and willing to be enrolled in the San Mateo County AIDS Program's Early Intervention Program (EIP).
- B. Contractor shall utilize an HIV curriculum that includes strategies and interventions to assist EIP clients to maximize their health and productivity through behavior change support, adherence to treatment regimens, and stress reduction. Curriculum must include, at the very minimum, the educational components required by the state EIP protocols.
- C. Contractor shall accurately complete and submit Client Contact Forms to AIDS Program EIP staff according to a pre-established schedule.
- D. Contractor shall administer pre and post tests to clients who enroll in the program as a measure of program effectiveness.
- E. Contractor shall send the Living Now staff to ninety percent (90%) of all EIP case conferences and meetings according to an established schedule.
- F. Contractor will provide a one hundred dollar (\$100) stipend to participants who successfully complete all components of the Living Now Program. Lunch will be provided at one (1) of the two (2) weekly classes.

SERVICE OBJECTIVES

- A. Contractor shall provide three (3) sixteen (16) session Living Now group educational programs, for the period of March 1, 2007 through February 29, 2008.

- B. Contractor shall provide four (4) sixteen (16) session Living Now group educational programs, for the period of March 1, 2008 through June 30, 2009.
- C. Contractor shall provide services to a minimum of sixty (60) unduplicated clients (UDC) who will complete the HIV Living Now group educational programs.
- D. Contractor shall provide a minimum of five hundred sixty (560) UOS. A UOS shall be defined as attendance to one module of the health education workshops presented by the Living Now Program. Each module shall be at least one and a half (1.5) hours. Sessions will include one or two modules.

IMPACT OBJECTIVES

- A. Ninety-two percent (92%) of clients will demonstrate an increase on their basic understanding of the concepts presented in the Living Now Program, as measured by the pre and post-test administered at the beginning and at the end of the program.
- B. Ninety percent (90%) of clients enrolled in the Living Now Program shall report satisfaction with the program as demonstrated by a client satisfaction survey.

REPORTING

- A. Completed EIP Client Contact Forms are due to the AIDS Program within one (1) week of client's contact.
- B. Results of the pre/post test of clients enrolled in the Living Now group educational programs shall be submitted with the second and fourth quarterly reports.
- C. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. The quarterly reports of March 15, 2008 and July 15, 2009 shall serve as final project reports and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
- D. Year End Financial Reports are due by July 15, 2008 and July 15, 2009.
- E. CPA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.

- II. HIV FOOD SERVICES – Period of services for this section is March 1, 2007 through February 28, 2009

SERVICES:

- A. Contractor shall provide food services including grocery bags with nutritional foods and nutritional supplements to people with HIV/AIDS, who live in San Mateo County.
- B. Contractor shall design a plan to provide services to clients residing in central and north San Mateo County and submit a plan of services to the Mateo County AIDS Program by September 15, 2007.
- C. Contractor shall implement the plan to provide services to clients residing in central and north San Mateo County by October 1, 2007.
- D. Contractor shall ensure that at least one (1) staff member will be trained in food handling and will provide in-services for food program staff.
- E. Contractor shall meet with a nutritionist a minimum of two times per year to obtain guidance and ensure that food items utilized meet the health needs of clients, to develop healthy and nutritional recipes that optimize client utilization of food services and to provide non-HIV identifying recipes in the grocery bags. Information on the dates and outcome of the meetings with the nutritionist shall be submitted with the appropriate quarterly reports.
- F. Contractor shall assure quality and safety of food through ongoing evaluation of grocery items and specific food handling training for all staff and volunteers.
- G. Contractor shall contact County's Environmental Health Division to schedule a minimum of two (2) inspections of Contractor's facilities during the term of this Agreement.

SERVICE OBJECTIVES

- A. For the period of March 1, 2007 through June 30, 2008, Contractor shall:
 - 1. Provide services to three hundred (300) unduplicated clients with HIV/AIDS who live in San Mateo County.
 - 2. Provide seventeen thousand seven hundred eighty-four (17,784) Units of Service (UOS). A UOS is defined as 1.14 bags of groceries.
- B. For the period of July 1, 2008 through February 28, 2009, Contractor shall:

1. Provide services to one hundred eighty (180) unduplicated clients with HIV/AIDS who live in San Mateo County.
2. Provide eight thousand eight hundred ninety-two (8,892) Units of service (UOS). A UOS is defined as 1.14 bags of groceries.

Included in the grocery bags may be nutritional supplements per prescription form an attending physician, with preference being given to clients with disabling HIV/AIDS.

- C. Contractor shall continue a recipe exchange program designed by a nutritionist to promote client utilization of food services provided; non-HIV identifying recipes will be placed in grocery bags six (6) times per quarter for a total of fifty-four (54) recipes for the contract period.

IMPACT OBJECTIVES

- A. Ninety-seven percent (97%) of clients will report improved nutrition due to receipt of food services rendered.
- B. Ninety-eight percent (98%) of clients shall report overall satisfaction with services of the program.

REPORTING

- A. Monthly program invoices specifying cost(s) by budget category and per unit(s) of service(s) are due the fifteenth (15th) day following the end of the month.
- B. Quarterly Program Reports are due fifteen (15) days following the close of each quarter. Quarterly reports for March 15, 2008 and March 15, 2009 serve as the final project reports and shall include a project self-evaluation which identifies unmet needs and service gaps for the target population.
- C. A report on the plan to extend the food services to clients residing on central and north San Mateo County is due by September 15, 2007.
- D. Reports on the results of the surveys on client satisfaction are due by December 15, 2007 and December 15, 2008.
- E. The federally-required Standard Annual Administrative Reports (SAAR) are due January 15, 2008 and January 15, 2009. County, at any point, may request additional SAARs during the contract year as required by their funding sources.
- F. Year End Financial Reports are due by July 15, 2008 and July 15, 2009.

- G. PA Audit is due within one hundred eighty (180) days of the end of Contractor's fiscal year.
- H. A report on the plan for the recruitment and hiring of a permanent, full-time Executive Director is due by January 15, 2008.

III. HEPATITIS C HEALTH EDUCATION – Period of services for this section is March 1, 2008 through June 30, 2008

- A. Contractor shall provide health education and risk reduction information related to Hepatitis C (HCV) to San Mateo County residents
- B. Contractor shall utilize a curriculum that includes strategies and interventions to help participants acquire a better understanding of their medical options and the social and medical services available in the County.
- C. Contractor shall administer a pre and a post test to participants as a measure of program effectiveness.

SERVICE OBJECTIVE

Contractor shall provide four (4) educational sessions about HCV to twenty (20) participants. Sessions will cover biology of HCV, monitoring and fighting HCV in the body, antiretroviral medications, clinical trials and prevention of complications.

IMPACT OBJECTIVE

Ninety-two percent (92%) of participants will demonstrate an increase on their knowledge of the concepts presented in the sessions, as measured by the pre and post test administered at the beginning and the end of the program.

REPORTING

Contractor shall submit a final program report on July 15, 2008. Report shall include a self-evaluation of the program and information of service gaps and needs of the population served.

IV. GENERAL

- A. Contractor shall provide a minimum of four (4) HIV/AIDS-related in-service trainings for staff development.

- B. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
- C. Contractor shall comply with the annual AIDS Program site visit.
- D. Contractor shall send a representative to all case management conferences facilitated by County if such participation is required. .
- E. Contractor is required to attend all relevant HIV/AIDS meetings (SPAN and Partnership Roundtable) and workshops to provide continuing education for Contractor's staff.
- F. 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.
- G. 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 perpetual 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.
- H. Contractor certifies that to the best of his knowledge and belief i) no County, State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement; ii) If any funds other than County, State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- I. By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement. (Required by NNA Amendment 1, Exhibit B, Paragraph 1.)
- J. Contractor shall not claim reimbursement from County or apply sums received from County with respect to that portion of its obligations which has been paid by another source of revenue. Contractor shall not charge County for services which clients were entitled to receive regardless of this Agreement. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect co-payment, or share of cost as allowed by regulations specific to funding sources.
- K. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for immediate termination of this contract for cause.
- L. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
- M. Contractor shall retain any property acquired with funds under this Agreement as long as there is a need for the property to accomplish the purpose of the program. For disposition of equipment or furniture with a unit cost of FIVE HUNDRED DOLLARS (\$500) or more and a life expectancy of one or more years, Contractor shall request disposition instructions from County.

- N. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB Circular A-133).
- O. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other Agreement.
- P. Contractor certifies that it has appropriate systems and controls in place to ensure that County funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- Q. Contractor certifies that no funds received under this Agreement will be used to assist, promote or deter union organizing.
- R. Contractor shall maintain all required records for five years after the County makes final payment or after the final audit has been resolved, whichever occurs last; records shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

EXHIBIT "B"
AIDS COMMUNITY RESEARCH CONSORTIUM
MARCH 1, 2007 THROUGH JUNE 30, 2009

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

I. PAYMENT

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program by the fifteenth (15th) day following the end of the invoiced month. Invoices will be based on actual expenditures against line item expenses outlined in the program budget and upon demonstrated progress through required progress reports.

- A. Health Education & Risk Reduction – period of services for this section is March 1, 2007 through June 30, 2009.

The total amount for this section of this Agreement shall not exceed ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED FIFTY DOLLARS (\$136,150).

- B. HIV Food Services – period of services for this section is March 1, 2007 through February 28, 2009.

The total amount for this section of this Agreement shall not exceed THREE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$351,150).

- C. Hepatitis C Services – period of services for this section is March 1, 2008 through June 30, 2008.

The total amount for this section of this Agreement shall not exceed FOUR THOUSAND DOLLARS (\$4,000).

The total amount for all sections of this Agreement shall not exceed FOUR HUNDRED NINETY-ONE THOUSAND THREE HUNDRED DOLLARS (\$491,300).