

STANDARD AGREEMENT
between the City and County of San Francisco
and the County of San Mateo
for the Disbursement
of COMPREHENSIVE AIDS RESOURCES EMERGENCY (CARE) Grant Funds
from the Health Resources and Services Administration

THIS AGREEMENT made this 1st day of March 2008 by and between the
CITY AND COUNTY OF SAN FRANCISCO, through its DEPARTMENT OF PUBLIC
HEALTH, HIV HEALTH SERVICES, hereinafter referred to as "City" and

The County of San Mateo

hereinafter referred to as "Grantee."

1. AUTHORITY

This Agreement is entered into pursuant to the provisions of the Reauthorization of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990 [hereafter, "CARE Act"].

2. PURPOSE OF THE CARE ACT

The purpose of the CARE Act is to provide emergency assistance to eligible metropolitan areas that are disproportionately affected by the Human Immunodeficiency Virus epidemic and to make financial assistance available to States and other public or private nonprofit entities to provide for the development, organization, coordination and operation of more effective and cost efficient systems for the delivery of essential services to individuals and families with HIV disease.

3. PAYMENT OF FUNDS

Contingent on availability of funds, City agrees to pay Grantee \$1,960,581 as described in Attachment I of this document. City incurs no obligation under this Agreement to pay this amount unless and until the City has been awarded and has received specific funding for this grantee by the Department of Health and Human Services/Public Health Service.

4. COMPLIANCE WITH CARE ACT PROVISIONS

The CARE Act (Sections 2601 - 2608, Public Law 101-381, August 18, 1990) imposes restrictions on the expenditure of CARE ACT funds and imposes requirements on the recipients of such funds. Grantee hereby agrees to fully comply with the restrictions and requirements of that act, including amendments.

It is understood and agreed that Grantee will appoint an HIV Planning Council, pursuant to the requirements of the CARE Act, to determine the funding priorities and implementation of CARE funds in its jurisdiction. Grantee agrees that its HIV Planning Council will

consult with San Francisco's HIV Health Services Planning Council prior to making final determinations.

5. FISCAL PROVISIONS

This Agreement is subject to the budget and fiscal provisions of the Charter of the City. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in this Agreement. This section controls against any and all other provisions of the Agreement.

6. APPLICABLE LAW

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

7. NON-DISCRIMINATION

Grantee agrees not to discriminate on the grounds or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, AIDS or ARC in the course of providing services funded under this Agreement.

The provisions of Chapter 12B (Nondiscrimination in Contracts) of the San Francisco Administrative Code, including any amendments which may hereafter be adopted, are incorporated herein by this reference as though fully set forth. The parties agree that this Agreement shall be interpreted as containing every applicable requirement for Agreements set forth in those provisions. Grantee agrees to comply fully with those provisions.

The failure of Grantee to comply with any of those provisions shall be deemed a material breach of Agreement. Pursuant to Chapter 12B.2(h), a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be deducted from payments due to the Grantee. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be set off against any monies due to Grantee from any Agreement with City.

Grantee shall provide in every contract for services in connection with the project that in the event any bidder, contractor, or subcontractor fails to comply in good faith with any of the provisions of this Chapter 12B.2(h), the bidder, contractor, or subcontractor shall be liable for a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be deducted from payments due to the Grantee.

8. DUTY TO COMPLETE SERVICES FUNDED

Grantee agrees to provide the services funded by this Agreement by February 28, 2009.

9. AUDITS

Grantee agrees to keep and maintain and make available to City and its agents accurate books, fiscal records, and all other material relative to the project. Grantee will permit the City to audit, examine and make excerpts and transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. Grantee shall maintain such data and records in an accessible location and condition for a period of not less than five years after completion of the project. Grantee shall include in contracts with other parties for the provision of services funded by this Agreement this same requirement in order that City will have full and complete access to such contractor's books, records and other material. Public Health Service shall have the same rights conferred upon City by this section.

10. DISALLOWANCE AND RECOUPMENT

If City disallows any amount paid to the Grantee for the project because of Grantee's failure to comply with this Agreement, the CARE Act, or any other applicable law or regulation, or if the Public Health Service disallows any amount or determines that any funds were used in violation of any legal or contractual requirement, Grantee shall promptly refund the disallowed amount to City upon request. This section is intended to include, among other disallowances, any disallowance by the Public Health Service based on Grantee's failure to use grant funds for purposes associated with the care of persons with HIV. City shall be entitled to take any and all available administrative and judicial actions in order to recover the amount disallowed, including offsetting the amount disallowed from any payment due Grantee under any agreement between City and Grantee or under any program involving Grantee in which funds would otherwise be paid to Grantee. Once City recoups funds from Grantee following the disallowance of any amount paid to the Grantee for its non-compliance as provided herein, the City, at its option, shall have the right to terminate this Agreement by written notice.

It is understood and agreed that the restrictions and requirements applicable to Grantee with respect to the funds provided under this Agreement also apply to any other party with whom Grantee contracts or to whom Grantee provides funds obtained from City under this Agreement. If any third party violates any restriction or requirement, Grantee shall be held liable for such violation. City may disallow amounts paid to Grantee based on the violations of such third parties.

11. GRANTEE'S DEFAULT

Failure or refusal of the Grantee or any of Grantee's contractors or other parties who receive funds provided by this Agreement from Grantee to perform or do any act required by this Agreement shall constitute a default. In the event of any default, in addition to any other remedy available to the City, the City may demand in writing that the Grantee shall promptly return to the City the funds provided to the Grantee under this Agreement. Upon receipt of such a written demand, the Grantee shall promptly return to the City the full amount demanded.

The City shall be entitled to take any and all available administrative and judicial actions in order to recover the amount demanded, including offsetting the amount disallowed from any payment due to the Grantee under any agreement between the City and the Grantee or under any program involving the Grantee in which funds would otherwise be paid to the Grantee. In the event of a default, the City shall be entitled, at its option, to terminate this Agreement by written notice. Such notice shall be given only after the City has given written notice to grantee of the default and provided thirty (30) days in which to correct the default.

12. BANKRUPTCY

In the event that the Grantee shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights or creditors, then the City may, at its option, require the return of any and all funds provided to the Grantee under this Agreement and may, again at its option, terminate this Agreement by written notice.

13. SITE VISITS

Grantee agrees to fully cooperate with City and Public Health Service if City or Public Health Service, or both, notify Grantee that it wishes to visit any site where services funded by this Agreement are provided. If Public Health Service notifies Grantee that it wishes to make a site visit, Grantee shall inform the City within five days of such notification, and in any event, prior to the scheduled visit.

14. REPORTS

Grantee agrees to expend all grant funds as specified in Section 3 by February 28, 2009.

Grantee further agrees to provide any additional report or information in writing when reasonably requested to do so by City or Public Health Service. The timely submission of all reports is a necessary and material term and condition of this Agreement.

15. INDEPENDENT CONTRACTOR

Grantee shall be liable for any act or acts of its own, or its officer, agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between City and Grantee or its officers, agents and employees. Grantee shall be deemed at all times to be an independent Contractor and shall be wholly responsible for the manner in which it performs the project required of it by the terms of Agreement.

Grantee has and hereby retains the right to exercise full control supervision of Grantee's services and full control and supervision of the project services and full control of employment, direction, compensation and discharge of all person assisting it in the performance of project services hereunder. Grantee agrees to be solely responsible for all

matters relating to payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. Grantee agrees to be solely responsible for its own acts and those of its subordinates, employees and agents during the life of this Agreement.

16. GRANTEE SOLE RESPONSIBILITY

Grantee shall take all responsibility for its work, and must bear all losses and damages directly or indirectly resulting to it, to any of its contractors or subcontractors, to City, its officers, representatives, agents and employees, on account of any act, error or omission of Grantee in the performance of this Agreement.

17. INSURANCE

Grantee agrees to maintain such insurance as will fully protect both Grantee and City from any and all claims made by anyone whomsoever which may arise from the operations carried on under this Agreement. Grantee agrees to the insurance provision requirements as stated in Attachment II, attached hereto and incorporated by reference as though fully set forth herein.

18. INDEMNITY PROVISION

Grantee shall keep, defend, indemnify and hold harmless City and all of its officers, agents and employees of City from any and all claims and liabilities for damages of any kind whatsoever to all persons, corporations, and partnerships including but not limited to employees of Grantee and heirs of employees of Grantee and employees of City and heirs of employees of City arising out of and in the course of the performance of this Agreement.

Grantee agrees to indemnify, to assume the defense of (if requested) and to hold harmless the City, its officers, representatives, agents and employees from every claim, loss, damage, injury, expense (including attorney fees), judgment and direct or vicarious liability of every kind, nature, and description arising in whole or in part from the performance of this Agreement, except where such claim, loss, damage, injury, expense, judgment or direct or vicarious liability is caused solely, exclusively and directly by the willful misconduct of City, its officers, representatives, agents, and employees.

The aforementioned indemnity shall extend to, but shall not be limited to, any negligent or intentional conduct whatsoever.

Insurance contracts required under this Agreement do not relieve Grantee or its contractors, subcontractors or consultants from liability under this section.

19. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any questions arise as to the meaning and intent of this Agreement, the matter shall be referred to the Director of Public Health, who shall decide the true meaning and intent of the Agreement, and his/her decision shall be final and conclusive.

20. NOTICES TO THE PARTIES AND CONTACTS

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage paid, and registered as follows:

TO CITY: Department of Public Health AIDS Office
Contracts Unit
25 Van Ness Avenue, Suite 500
San Francisco, CA 94102

TO GRANTEE: Ellen Sweetin, Director
San Mateo County AIDS Program
225 West 37th Avenue
San Mateo, CA 94403

For questions on the CARE Act legislation contact Michelle Long, San Francisco Department of Public Health, at (415) 554-9043. For general questions on CARE Act grant funding of non-City components of the San Francisco Eligible Metropolitan Area contact Marshia Herring, AIDS Office, at (415) 554-9036. For questions on this Grantee Agreement contact Ellen Sweetin, San Mateo County AIDS Program, at (650) 573-2898.

21. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions hereafter.

22. ATTACHMENTS

Attachments to this Agreement:

- I. Budget of FY 2008-2009 Ryan White Part A funds available to Grantee.
- II. Insurance Requirements and certificates.

23. NO THIRD PARTY RIGHTS AGAINST CITY

Nothing contained in this Agreement shall create or justify any claim against City by any person Grantee may have employed or with whom Grantee may have contracted relative to purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services, and Grantee shall include similar provisions in all contracts it enters into with respect to this Agreement.

24. LIMITED OBLIGATIONS OF THE CITY

City's sole obligation under this Agreement is limited to the provision of funds described in Section 3 of this Agreement. Under no circumstances, including breach by City of this Agreement shall City be liable to the Grantee for any damages whatsoever arising out of any action or failure to act by City in connection with this Agreement other than the obligation to pay Grantee the amount set forth in Section 3.

25. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

26. GUARANTEED MAXIMUM COSTS

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by City ordinances governing emergency conditions, the City and County and its employees and officers are not authorized to request the Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City and County is not required to reimburse Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the Agreement having been lawfully executed by the City and County.
- c. The City and County and its employees and officers are not authorized to offer or promise to Grantee additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for the Grantee's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City and County is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

27. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Any Grantee, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that Grantee, subcontractor or consultant. A Grantee, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim;

- a. Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval.
- b. Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City.
- c. Conspires to defraud the City by getting a false claim allowed or paid by the City.
- d. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City.
- e. Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

28. SUNSHINE ORDINANCE

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs, and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

29. GRIEVANCE PROCEDURE

GRANTEE agrees to establish and maintain a written Client Grievance Procedure that is consistent with the CITY's "Minimum Standards for Grievance Procedure." GRANTEE shall provide a copy of this Client Grievance Procedure to all service providers under this Agreement. The grievance procedure shall provide for final resolution of all grievances by the GRANTEE.

30. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS

This paragraph applies if this grant is in excess of \$50,000 over a 12-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3) any combination of personal services and the selling or furnishing of any material, supplies or equipment. San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 et. seq., and San Francisco Ethics Commission Regulations 3.710(a)-1 - 3.730-1, prohibit the public officials who approved this contract from receiving: (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

Contractor understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from Contractor except as provided under the Conduct Code. Contractor agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, Contractor agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City agrees to provide, before this contract is entered into, Contractor with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City or Contractor of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

31. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- ☒ A Covered Entity subject to HIPAA and the Privacy Rule contained therein;
- ☐ A Business Associate subject to the terms set forth in Exhibit E;
- ☐ Not Applicable, CONTRACTOR will not have access to Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first herein above mentioned.

RECOMMENDED;

MITCHELL H. KATZ, M.D.
Director, Department of Health

APPROVED AS TO FORM
Dennis J. Herrera, City Attorney

By _____
Deputy City Attorney

APPROVED:
Grantee:

County of San Mateo

(Title)

(Signature)

94-6000532

Federal ID or Social Security No.

ATTACHMENT I

SAN MATEO COUNTY AIDS PROGRAM
BUDGET SUMMARY FOR MARCH 1, 2008 THROUGH FEBRUARY 28, 2009

SERVICE CATEGORY	DIRECT EXP.	IND.COSTS	TOTAL	IND.RATE
Category I				
I. Outpatient/Ambulatory Health Service	1,081,109	97,300 *	1,178,409	0.09
II. Oral Health Care	141,468	12,732 **	154,200	0.09
III. Mental Health Services	32,115	2,890 *	35,005	0.09
IV. Case Management	268,486	24,164 *	292,650	0.09
V. Substance Abuse - Outpatient Serv.	47,018	2,351 **	49,369	0.05
Sub-total Category I 75%			1,709,633	
Category II				
VI. Emergency Financial Assistance	45,872	4,128 **	50,000	0.09
VII. Food Bank/Home Delivered Meals	80,479	7,243 **	87,722	0.09
VIII. Housing Services	47,482	4,273 **	51,755	0.09
IX. Substance Abuse - Residential Ser	56,395	5,076 **	61,471	0.09
Sub-total Category II 25%			250,948	
TOTAL RYAN WHITE TITLE I	1,800,424	160,157	1,960,581	0.0890

* Indirect Costs to SMCAP for programs provided

**Indirect Costs to Contract Agency providing the service

I. SERVICE CATEGORY = PRIMARY CARE

UOS = 5,575 encounters, UDC = 341

Personnel	589,747
Operating Expenses	48,043
Contracts	443,319
Fixed Assets	0
Indirect Costs	97,300

Total Primary Care/EIP 1,178,409

II. SERVICE CATEGORY - DENTAL SERVICES (UOS = 1,361, UDC = 125)

Diagnostic \$18,504, preventive \$53,970, restorative \$57,054,
surgical \$6,168, prosthetic \$7,710 and emergency \$10,794.

Personnel	0
Operating Expenses	0
Contracts	141,468
Fixed Assets	0
Indirect Costs	12,732

Total Dental Services 154,200

ATTACHMENT I

III. SERVICE CATEGORY - MENTAL HEALTH

UOS = 245 contacts mental health provider, UDC = 85

Personnel	0
Operating Expenses	0
Contracts	32,115
Fixed Assets	0
Indirect Costs	2,890

Total for Mental Health	35,005
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IV. SERVICES CATEGORY - MEDICAL CASE MANAGEMENT

UOS = 6,125 contacts, 2,705 hours; UDC = 347

Personnel	246,159
Operating Expenses	22,327
Contracts	0
Fixed Assets	0
Indirect Costs	24,164

Total Case Management	292,650
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V. SERVICE CATEGORY - SUBSTANCE ABUSE, OUTPATIENT

UOS = 450 encounters assessment and counseling, UDC = 33

Personnel	0
Operating Expenses	0
Contracts	47,018
Fixed Assets	0
Indirect Costs	2,351

Total Substance Abuse	49,369
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VI. SERVICE CATEGORY - EMERGENCY FINANCIAL ASSISTANCE

UOS = 4,587 (at \$10/UOS), UDC = 80

Personnel	
Operating Expenses	
Contracts	45,872
Fixed Assets	0
Indirect Costs	4,128

Total Direct Emergency Assistance	50,000
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ATTACHMENT I

VII. SERVICE CATEGORY - FOOD BANK/HOME DELIVERED MEALS

UOS = 3,725 grocery bags, UDC = 100

Personnel	0
Operating Expenses	0
Contracts	80,479
Fixed Assets	0
Indirect Costs	7,243

Total Food Services	87,722
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VIII. SERVICE CATEGORY - HOUSING SERVICES

UOS = 638 days, UDC = 25

Personnel	0
Operating Expenses	0
Contracts	47,482
Fixed Assets	0
Indirect Costs	4,273

Total Residential Assistance	51,755
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IX. SERVICE CATEGORY - SUBSTANCE ABUSE, RESIDENTIAL

UOS = 575 night beds, UDC = 29

Personnel	0
Operating Expenses	0
Contracts	56,395
Fixed Assets	0
Indirect Costs	5,076

Total Substance Abuse	61,471
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ATTACHMENT II

INSURANCE REQUIREMENTS

A. Without in any way limiting CONTRACTOR'S liability pursuant to the "Indemnification and General Liability," section of this Agreement, CONTRACTOR must maintain in force, during the full term of the Agreement, insurance in the amounts and coverages listed on the following page.

B. Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Blanket Fidelity and Commercial Blanket Bonds, if necessitated by the existence of an initial payment or other reason for this agreement, must Name as Additional Loss Payee the City and County of San Francisco, its Officers, Agents, and Employees.

D. All policies must provide Thirty (30) calendar days' advance written notice to CITY of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

City and County of San Francisco
Department of Public Health
Attention: Contracts Unit
25 Van Ness Avenue, Suite 500
San Francisco, CA 94102

E. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until CITY receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, CITY may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, CONTRACTOR shall furnish to CITY certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to CITY, in form evidencing all coverages set forth in this Exhibit. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by CITY shall not relieve or decrease the liability of CONTRACTOR hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the CONTRACTOR shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the CONTRACTOR listed as additional insureds.

ATTACHMENT II (continued)

INSURANCE REQUIREMENTS

Deliver or mail completed insurance certificates and Additional Insured Policy Endorsements to:

City and County of San Francisco
Department of Public Health
Attention: Contracts Unit
25 Van Ness Avenue, Suite 500
San Francisco, CA 94102

X GENERAL LIABILITY

Commercial General Liability Insurance with limits not less than **\$1,000,000** each occurrence. Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

X Products/Completed Operations Hazard (applies only for certain services)

X Contractual Insurance (Blanket)

X Broad Form Property Damage (applies only for certain operations)

X Personal Injury (applies only if contractor has access to confidential and personal information regarding clients.)

X AUTOMOBILE LIABILITY (applies only if vehicles are used in performing contract services)

Commercial Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence. Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

X Owned Automobiles (if agency-owned vehicles are used)

X Non-owned Automobiles (if employee-owned or leased; or consultant-owned or leased vehicles are used)

X Hired Automobiles (if agency-leased vehicles are used)

X WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

X PROFESSIONAL LIABILITY/MALPRACTICE (If included under Comprehensive General Liability, this coverage must be separately identified on certificate.)

Professional liability insurance with limits not less than **\$1,000,000** each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2008

PRODUCER BROOKE AGENCY SERVICES CO., LLC 2151 PROFESSIONAL DRIVE #105 ROSEVILLE CA 95661 (916)783-0000 Ext. 3002		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED SAN MATEO COUNTY 455 COUNTY CENTER, 5TH FL. REDWOOD CITY, CA 94063-1664		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: INS CO OF THE STATE OF PENNSYLVANIA	
		INSURER B: LEXINGTON INSURANCE COMPANY	
		INSURER C: ACE AMERICAN INSURANCE COMPANY	
		INSURER D: ARCH SPECIALTY INSURANCE COMPANY	
		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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PUBLIC ENTITY <input checked="" type="checkbox"/> ERROR/OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	7251829 EXCESS OF \$300,000/500,000 SIR	5/22/08	5/22/09	EACH OCCURRENCE	\$ 4,750,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ N/A
						MED EXP (Any one person)	\$ N/A
						PERSONAL & ADV INJURY	\$ 4,750,000
						GENERAL AGGREGATE	\$ N/A
						PRODUCTS - COMP/OP AGG	\$ 4,750,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7251829 EXCESS OF \$300,000/500,000 SIR	5/22/08	5/22/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 4,750,000
						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	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ -0-	6502224	5/22/08	5/22/09	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCU C44996443 EXCESS OF \$1,000,000 SIR	5/22/08	5/22/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
D		OTHER Excess/Umb Liab. 3rd Layer	UXP002710600	5/22/08	5/22/09	EACH OCC- \$25,000,000 GENERAL AGG- \$25,000,000	

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

CITY & COUNTY OF SAN FRANCISCO, IT'S AGENTS, OFFICERS, EMPLOYEES AND REPRESENTATIVES ARE LISTED AS ADDITIONAL INSURED WITH RESPECTS TO THE RYAN WHITE COMPREHENSIVE AIDS EMERGENCY ACT.

CERTIFICATE HOLDER

CITY & COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE
25 VAN NES AVE. STE. 200
SAN FRANCISCO, CA 94102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Felicia Chandler

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.

Insured: San Mateo County

Policy No: 7251829

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(SPECIAL FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY & AUTO COVERAGE PART.

SCHEDULE

Name and Address of Person or Organization:

CITY & COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE,
IT'S AGENTS, OFFICERS, EMPLOYEES &
REPRESENTATIVES

CONTRACT: RYAN WHITE COMPREHENSIVE AIDS
EMERGENCY ACT

(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 work" for that insured by or for you.

PRIMARY INSURANCE:

It is further agreed that such insurance as is afforded by the policy for the benefit of the additional insured's shall be primary insurance, but only as respects any claims, loss or liability arising out of the Named Insured's operations and any insurance maintained by the Additional Insured shall be noncontributing.