

AGREEMENT WITH THE INSTITUTE FOR HUMAN AND SOCIAL DEVELOPMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and the INSTITUTE FOR HUMAN AND SOCIAL DEVELOPMENT, hereinafter called "IHSD";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that COUNTY be performing the professional services hereinafter described for Institute for Human and Social Development;

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

1. Services to be Performed by COUNTY.

In consideration of the payments hereinafter set forth, COUNTY, under the general direction of the Health Department Director, or her designee, with respect to the product or result of COUNTY's services, shall provide services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments.

A. Maximum Amount. In full consideration of COUNTY's performance of the services described in Schedule A, IHSD shall be obligated to pay up to a maximum of EIGHT HUNDRED THIRTY SIX THOUSAND FIFTY NINE DOLLARS (\$836,059) for services rendered under this Agreement, for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule A, attached hereto and incorporated herein. Any rate increase is subject to the mutual

approval of the parties, and shall not be binding on IHSD unless approved in writing. Each payment shall be conditioned on the performance of the services described in Schedule A.

C. Time Limit for Submitting Invoices. COUNTY shall submit an invoice for services to IHSD for payment in accordance with the provisions of Schedule A.

3. Relationship of Parties.

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of both COUNTY and IHSD is to create an independent contractor relationship.

4. Hold Harmless.

It is agreed that IHSD 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 IHSD (and its officers, agents, employees or servants), or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from IHSD'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, which arise out of the terms and conditions of 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 IHSD 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.

5. Insurance.

A. Workers' Compensation and Employer Liability Insurance. COUNTY shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, COUNTY makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' 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.

B. Liability Insurance. COUNTY shall be self-insured during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 COUNTY's operations under this Agreement.

6. Amendment of Agreement and 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with, or is inconsistent with, any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

7. Retention of Records, Right to Monitor and Audit and Reporting.

A. IHSD shall maintain all required records for three (3) years after the Agreement is fully performed and all payments have been made, and shall be subject to the examination and/or audit of the County, Federal grantor agency, and the State of California.

B. IHSD shall comply with all program and fiscal reporting and record retention requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

C. IHSD agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

8. Compliance with Applicable Laws.

All acts to be performed by IHSD pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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 acts 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.

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

9. Assignability.

IHSD shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to perform any act required 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, in addition to other remedies provided by law, to automatically and immediately terminate this Agreement.

10. Interpretation and Enforcement

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

1) In the case of COUNTY, to:

San Mateo County
Family Health Services Division
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403
Attn: Mary Hansell, Director

or to such person or address as County may, from time to time furnish to IHSD.

2) In the case of IHSD, to:

Institute for Human & Social Development
Attention: Amy Liew
1265 Mission Road
South San Francisco, CA 94080

B. 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.

C. Venue. Any action brought to enforce this agreement must be brought in the Superior Court of California in and for the County of San Mateo.

11. Term of the Agreement.

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 5, 2008 through September 4, 2009. This Agreement may be terminated by IHSD, Health Department Director or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

**INSTITUTE FOR HUMAN & SOCIAL
DEVELOPMENT, INC.**

By: _____

By: _____

Date: _____

Date: _____