

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND THE HARM REDUCTION
THERAPY CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE HARM REDUCTION THERAPY CENTER, 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 69283 to provide risk reduction counseling to HIV positive clients on February 26, 2008;

WHEREAS, the parties wish to amend the Agreement to decrease the total amount by \$57,336, from \$297,875 to \$240,539 and to change the term of services from March 1, 2008 through June 30, 2010, to March 1, 2008 through February 28, 2010.

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. TWO HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS (\$240,539).

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, 2008 through February 28, 2010.

This Agreement may be terminated by Contractor, the Chief of the Health System 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 February 26, 2008, 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: _____
Mark Church, President,
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

By: _____
Clerk of Said Board

The Harm Reduction Therapy Center

Contractor's Signature

Date: _____

EXHIBIT A
HARM REDUCTION THERAPY CENTER
AMENDMENT ONE
March 1, 2008 through February 28, 2010

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

I. SERVICE OBJECTIVES

For the period of March 1, 2008 through June 30, 2009, contractor shall Provide one (1) FTE of a licensed, or license-eligible, mental health provider who will provide risk reduction counseling to HIV-positive, high-risk individuals who are dually-diagnosed with substance use and mental health issues at both the Edison and Willow clinics and/or clients' homes, for Public Health and Aging and Adult Services. Contractor will also supply a .25 FTE who will provide training and consultation services.

For the period of July 1, 2009 through February 28, 2010, contractor shall provide .60 FTE of a licensed, or license-eligible, mental health provider who will provide risk reduction counseling to HIV-positive, high-risk individuals who are dually-diagnosed with substance use and mental health issues at the Edison clinic.

A. Positive Changes Program for the Public Health STD/HIV Program.

1. Provide clinical training and consultation to program.
2. Provide services to an on-going caseload of 25 – 30 clients.
3. Develop specific behavior plans with clients of the program to reduce the risk of HIV transmission.
4. Participate in team meetings and case conferences as needed.
5. Collect data from clients and enter it into the AIDS Regional Information and Evaluation System database.
6. Develop and implement processes to achieve, document and report service and outcome objectives.

B. AIDS Case Management Program for Aging and Adult Services – period of services for this section is from March 1, 2008 through June 30, 2009.

1. Provide clinical training and consultation to program.
2. Provide services to an on-going caseload of 9 - 12 clients.
3. Develop specific behavior plans with clients of the AIDS Case Management Program to reduce the risk of HIV transmission.
4. Participate in team meetings and case conferences as needed.
5. Collect data from clients and enter it into the database for the California Department of Public Health.

II. IMPACT OBJECTIVES

Eighty-five percent (85%) of high-risk clients receiving counseling shall increase the use of long-term risk reduction techniques.

Ninety percent (90%) of all clients who respond to a client satisfaction survey shall indicate satisfaction with services received from Contractor.

III. GENERAL

1. Contractor shall participate in County's "STD/HIV Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
2. Contractor shall comply with the annual STD/HIV 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 STD/HIV 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, 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.
7. 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.
8. 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.)
9. 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.

10. 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.
11. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
12. 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.
13. 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).
14. 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.
15. Contractor shall comply with legal and Internal Revenue Service requirements related to fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans, unemployment insurance, worker's compensation insurance and the employer's share of pension/retirement plans. Allowable fringe benefits must meet the following criteria: be necessary and reasonable for the performance of the agreement, determined in accordance with generally accepted

accounting principles, be consistent with policies that apply uniformly to all activities and be at actual cost.

16. 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.
17. By signing this Agreement Contractor certifies that no state funds disbursed by this grant will be used to assist, promote or deter union organizing.

EXHIBIT B
HARM REDUCTION THERAPY CENTER
AMENDMENT ONE
March 1, 2008 through February 28, 2010

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

Contractor shall submit monthly invoices for services provided for County under this Agreement by the fifteenth (15th) day following the end of the invoiced month. Invoices shall be based upon 1/4th of the actual expenditures in line with the approved budget for year one, 1/12th for year two, and 1/8th for year three. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

A. Positive Changes Program for the Public Health STD/HIV Program

The amount to be paid for services provided under Exhibit A, Number I, Letter A shall not exceed SIXTY THOUSAND TWO HUNDRED EIGHT DOLLARS (\$60,208) for the period of March 1, 2008 through June 30, 2008; EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) for the period of July 1, 2008 through June 30, 2009; and FIFTY-SIX THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$56,664) for the period of July 1, 2009 through February 28, 2010, for a maximum total amount for this section of TWO HUNDRED ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$201,872).

B. Case Management Program for Aging and Adult Services. Period of services for this section of the Agreement is March 1, 2008 through June 30, 2009.

The amount to be paid for services provided under Exhibit A, number I, Letter B shall not exceed NINE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$9,667) for the period of March 1, 2008 through June 30, 2008; and TWENTY-NINE THOUSAND DOLLARS (\$29,000) for the period of July 1, 2008 through June 30, 2009, for a maximum total amount for this section of THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$38,667).

The total amount that County shall be obligated to pay for all services rendered under this Agreement shall not exceed TWO HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS (\$240,539).