Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement Nos.: A-12218; A-12219

a. Approved and authorized the Contracts/Purchasing Officer to execute a Professional Services Agreement (A-12218) with Community Hospital of the Monterey Peninsula, in an amount not to exceed $137,400, to provide HIV/AIDS services to individuals and families, for the period of July 1, 2011 through June 30, 2013;

b. Approved and authorized the Contracts/Purchasing Officer to execute a Professional Services Agreement (A-12219) with Central Coast HIV/AIDS Services, in an amount not to exceed $30,000, to provide education, counseling and testing services in relation to HIV/AIDS, STDs, and Hepatitis C for local alcohol/drug treatment recovery centers, for the period of July 1, 2011 through June 30, 2013;

c. Authorized the modification of the County's standard insurance requirement pertaining to Worker's Compensation insurance for Central Coast HIV/AIDS Services; and

d. Authorized the Contracts/Purchasing Officer to approve up to three future amendments to these Agreements where the amendments do not exceed ten percent (10%) of the original Agreement amounts, and do not significantly change the scope of services or result in an increase in County General Fund Contribution.

PASSED AND ADOPTED on this 15th day of May 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT:None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on May 15, 2012.

Dated: May 30, 2012
File Number: 12-224

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

SC 2821

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (NOT TO EXCEED $100,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Central Coast HIV/AIDS Services (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide education, counseling and testing services in relation to HIV/AIDS, STDs, and Hepatitis C for: local alcohol/drug treatment recovery centers; at detention settings; and during hours of Syringe Exchange Program operation.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 30,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2011 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Business Associate Agreement
Exhibit C	Contractor's Release, Final Invoice

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR

OTHER AGENCY INVOLVEMENT:

County Counsel and the Auditor-Controller have reviewed and approved both Agreements as to legal form and fiscal provisions respectively. Copies of the Agreements are on file with the Clerk to the Board.

FINANCING:

Both Agreements are for the period of July 1, 2011 through June 30, 2013 and are fully funded by State Master AIDS Agreement #10-95274 A01. There is no adverse effect to Fiscal Year 2011-12 Health Department Budget 4000, and no increase in County General Fund Contribution.

Prepared by: Kathy Robinson, Management Analyst, 1286
Approved by: Ray Bullick, Director of Health, 4526

Attachments:
Central Coast HIV/AIDS Services Agreement is on file with the Clerk of the Board
Community Hospital of the Monterey Peninsula is on file with the Clerk of the Board

shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9. INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the

policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured ***is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).*** *The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99.***

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this

Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Hugh F. Stallworth, MD, MPH, Health Officer	Tom Melville, ED
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	P. O. Box 1931 Monterey, CA 93942
Address	Address
(831) 755-4526	(831) 384-3388
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
FOR Contracts/Purchasing Officer

Date: 6-6-12

By: _____
Department Head (if applicable)

Date: 4-19-12

Approved as to Form[1]

By: _____
Deputy County Counsel

Date: 1/30/12

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 4-17-12

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Central Coast HIV/AIDS Services
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Jeri Ann Shapiro, Board Chair
Name and Title

Date: 12 Oct 2011

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Errol Chambless CFO
Name and Title

Date: 10.21.2011

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required only if changes are made to the standard provisions of the PSA
[2]Approval by Auditor/Controller is required
[3]Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A

To
Professional Service Agreement
Between
County of Monterey on behalf of its
Health Department
And
Central Coast HIV/AIDS Services

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Program Name: Central Coast HIV/AIDS Services – Recovery Programs Education and Testing

Services to be provided/Subcontractor Duties and Responsibilities:

Provide onsite HIV and Hepatitis C education, counseling and testing to individuals at local alcohol/drug treatment recovery centers, in detention settings and during hours of Syringe Exchange Program operation.

Provide onsite services on a consistent basis at local settings as indicated below.

Maintain standards of practice to assure that all newly identified HIV positive individuals who are enrolled in alcohol/drug treatment programs, incarcerated or accessing Syringe Exchange Program services, receive early intervention services and/or referrals appropriate to their needs.

Provide technical assistance and training to alcohol and drug treatment centers in developing standards of practice for providing HIV, STD and Hepatitis C services to their clients. Training and assistance includes but is not limited to universal precautions, disclosure in groups, client-centered counseling, opportunistic diseases and information and access to the local HIV/AIDS continuum of care.

Offer (and provide) Partner Counseling and Referral Services (PCRS) to all high-risk partners and all partners of HIV positive individuals as per the Monterey County Health Department PCRS Guidelines.

Enter HIV/HCV testing data into the Office of AIDS Local Evaluation Online (LEO) system and submit quarterly progress reports to Monterey County Health Department HIV/AIDS Programs Coordinator for program evaluations.

Monterey County Substance Abuse Prevention Treatment Block funded activities are delivered through subcontracts with local HIV/AIDS service providers to serve clients and staff at the following local settings:

* E= Group Education, T= Testing and Counseling

Genesis House
Co-Ed Residential Program- E: every second Monday per month,
T: alternate Thursday's 2:00pm- 5:00pm.

Door to Hope
Women's Residential Program- E&T: alternate Tuesday's 1:00pm-4:00pm.

Monterey County Jail
General Inmate Population- T: twice per month/TBD

Dorothy's Place
Syringe Exchange Program- T: (normal hours of operation) Monday, Wednesday, Friday
1:00pm- 6:00pm

BUDGET ***(identical for both FY 2011-12 and FY 2012-13 for a grand total of $30,000 for the duration of the Agreement)***

Item	**Amount**
Personnel	$15,000.00
Travel/Training	$ 0.00
Supplies	$ 0.00
Total	$15,000.00

Budget Narrative:
0.35 FTE Spanish preferred Speaking HIV Testing Staff @ approx. $15.00 hourly
32% fringe benefits for a total of approx. $20.00 hourly
14.5 hours per week ($290/wk) for approx. 52 weeks = $15,000 for personnel

B. PAYMENT PROVISIONS

COUNTY shall pay an amount **not to exceed $30,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

C. INVOICING AND PAYEMNTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

2. Invoices shall be submitted in duplicate to:

   Monterey County Health Department
   Public Health Bureau
   Emily Sciolto, HIV/AIDS Coordinator
   1270 Natividad Road
   Salinas, CA 93906
   Telephone: (831) 755-4626

3. Invoices shall:
   i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
   ii. Bear the Contractor's name as shown on the agreement.
   iii. Identify the billing and/or performance period covered by the invoice.
   iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

D. TIMELY SUBMISSION OF FINAL INVOICE

1. Final Invoice Template is attached hereto as **Exhibit C, Contractor's Release - Final Invoice**.
2. A final undisputed invoice shall be submitted for payment no more than sixty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this agreement have ceased and that no further payments are due or outstanding.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as **"Agreement"**, is made effective July 1, 2011 by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as **"Covered Entity"**, and Central Coast HIV/AIDS Services, hereinafter referred to as **"Business Associate"**, (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 ("ARRA"), which amends HIPAA and the HIPAA Privacy Rule; and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

3. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written County approval or an alternate final invoice submission deadline. Written County approval shall be sought from the program contract manager thirty (30) days prior to the expiration or termination date of this agreement.
4. The Contractor is hereby advised of its obligation to submit with the final invoice, a signed **"Contractor's Release – Final Invoice (Exhibit C)"** form, acknowledging submission of the final invoice to the County.

E. EXPENSES/FISCAL DOCUMENTATION

1. Invoices, received from Contractor and accepted and/or submitted for payment by the County, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business

relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship

between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

County of Monterey

By: _____

Title: Director of Health

Date: 4-24-12

BUSINESS ASSOCIATE:

Central Coast HIV/AIDS Services

By: _____

Jeri Ann Shapiro

Title: Board Chair, CCHAS

Date: 12 OCT 2011

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: MJ

DATE (MM/DD/YYYY) 02/22/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
BPIA Business Professional Insurance Associates
1519 South B Street
San Mateo, CA 94402
Debbie Upland
650-341-4484
650-341-4465

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: CCHAS-1

INSURED
CCHAS
Central Coast HIV/AIDS Service
PO Box 1931
Monterey, CA 93942

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New York Marine & Gen. Ins. Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC201200000994	02/11/12	02/11/13	X WC STATUTORY LIMITS / 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

Monterey County Health Department
Public Health Bureau
1270 Natividad Road
Salinas, CA 93906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853

Nonprofits' Insurance Alliance of California
A HEAD FOR INSURANCE . . . A HEART FOR NONPROFITS

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:
Monterey Insurance Agencies/John O. Bronson
P.O. Box MIA
Monterey, CA 93942

POLICY NUMBER: **2011-01654 -NPO**

RENEWAL OF NUMBER: **2010-01654 -NPO**

NAME OF INSURED AND MAILING ADDRESS:
Central Coast HIV/AIDS Services
P.O. Box 1931
Monterey, CA 93942

POLICY PERIOD: FROM 07/01/2011 TO 07/01/2012
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Provides counseling & assistance to those living with AIDS/HIV

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	$1,000,000
EACH OCCURRENCE LIMIT	$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	$500,000 any one premises
MEDICAL EXPENSE LIMIT	20,000 any one person

ADDITIONAL COVERAGES:

SOCIAL SERVICE PROFESSIONAL LIABILITY	
AGGREGATE LIMIT	$2,000,000
EACH OCCURRENCE LIMIT	$1,000,000

CLASSIFICATION(S) SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

PREMIUM **$2,359**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMMON POLICY DECLARATIONS

COUNTERSIGNED: 06/30/2011 BY Pamela C. Ra.
(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Nonprofits' OWN
Nonprofits' Insurance Alliance of California

P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853

Nonprofits' Insurance Alliance of California
A HEAD FOR INSURANCE . . . A HEART FOR NONPROFITS

BUSINESS AUTO COVERAGE PART DECLARATIONS

PRODUCER: Monterey Insurance Agencies/John O. Bronson
P.O. Box MIA
Monterey, CA 93942

POLICY NUMBER: 2011-01654- NPO

RENEWAL OF NUMBER: 2010-01654-NPO

Item One: **NAME OF INSURED AND MAILING ADDRESS:**
Central Coast HIV/AIDS Services
P.O. Box 1931
Monterey, CA 93942

POLICY PERIOD: FROM 07/01/2011 TO 07/01/2012
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Provides counseling & assistance to those living with AIDS/HIV

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item Two: **SCHEDULE OF COVERAGES AND COVERED AUTOS.**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

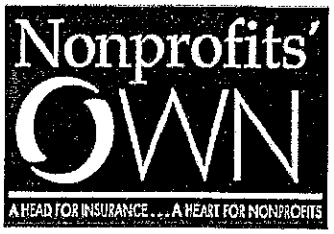
COVERAGES		COVERED AUTOS Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY CSL		7	$1,000,000	$1,061
HIRED AUTO		8	INCLUDED	$50
NONOWNED AUTO		9	INCLUDED	$100
AUTO MEDICAL PAYMENTS		7	$5,000	$54
UNINSURED MOTORIST		7	$1,000,000	$109
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	7,8	Actual cash value or cost of repair whichever is less minus $500 Deductible shown on supplemental declaration for each covered auto applies to loss except caused by fire or lightning. See ITEM THREE for hired or borrowed autos.	$281
PHYSICAL DAMAGE	COLLISION COVERAGE	7,8	$500 Deductible shown on supplemental declaration for each covered auto. See ITEM THREE for hired or borrowed autos.	$392
TOWING AND LABOR		N/A	$N/A for each disablement of a private passenger "auto"	N/A
			ESTIMATED TOTAL PREMIUM	**$2,047**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:
CA0305/2-97, CA9923/12-93, CA 00 01/03 10, CA 20 55/10 01, NIAC-A1/3-91, CA0029/12-88, CA 01 43/05 05,
CA 20 54/10 01, CA 21 54/03 06, CA2171/1-88, CA 99 03/03 06, CA 99 33/02 99, CA 99 34/12 93,

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED: 06/30/2011 BY Pamela C. R.
(AUTHORIZED REPRESENTATIVE

NIAC - AL - NPO



NONPROFITS' OWN
SUMMARY OF OUR KEY FEATURES

These key features are available **at no additional charge** when you purchase the corresponding policy. Please review the coverage form for specific coverage information.

General Liability Coverage Key Features	Limit	Form Number
• Liquor Liability	$1,000,000	CG 00 33
• Aggregate Limits per Location		CG 2504
• Workplace Violence Counseling	$50,000	NPO-001
• Blanket Additional Insureds		Various
• Damage to Premises Rented to You	$500,000	CG 00 01
• Unsatisfied Contributions	$25,000	NPO-001
• Non-owned Watercraft (up to 75 feet)		NPO-001
• Bail Bonds	$5,000	NPO-001
• Expenses incurred to assist in claim defense	$1,000/day	NPO-001
• Medical Payments (up to $20,000 available)	varies	CG 00 01
• Newly Formed Entities - until the end of the policy period		NPO-001
• Care, Custody & Control	$25,000	NIAC E28
• Coverage to employees' or volunteers' autos if damaged by client	$3,000/policy	NIAC E29
• Access to NIAC's Publication Resource Center		www.niac.org for details
• Identity Theft Reimbursement	$30,000	NPO-001
• Terrorism Travel Reimbursement	$30,000	NPO-001
• Kidnap Expense	$50,000	NPO-001
• Executive Recruitment Expense	$50,000	NPO-001

Commercial Auto Coverage Key Features *(offered only when Owned Auto coverage is purchased)*		
• Symbol One Liability coverage available		CA 00 01
• Rental Reimbursement	$50/day; 30 days	CA 99 23
• Employees and Volunteers as Insured		CA 2054, CA 9934 & CA 99 33
• Hired Auto Physical Damage available		CA 00 01
• Drive Other Car (DOC) Coverage – FREE when requested		CA 99 10
• FREE Defensive Drivers Training Program		www.niac.org for details
• FREE Vehicle Monitoring Program		www.niac.org for details

	Limit	Form Number

Social Service Professional Liability Coverage Key Features

(offered only when Social Service Professional Liability coverage is purchased)

• Occurrence based coverage - **not** Claims Made coverage		NIAC-E32
• Added as an endorsement to the GL		
• Broad insuring agreement		NIAC-E32
• Vicarious Liability for the Organization included		NIAC-E32
• Reimbursement of wages	$10,000	NIAC-E32
• Limits up to $3M Aggregate and $1M Occurrence available* *see underwriter for pricing*		NIAC-E32

Improper Sexual Conduct Coverage Key Features

(offered only when Improper Sexual Conduct coverage is purchased)

• Event-Trigger basis - **not** Claims Made Coverage		NIAC-ISCET
• Reimbursement of wages	$10,000	NIAC-ISCET
• Defense of alleged perpetrator		NIAC-ISCET
• Coverage extends to students and interns		NIAC-ISCET
• Discounted background check pricing		www.niac.org for details

Directors and Officers Coverage Key Features

(offered only when Directors and Officers coverage is purchased)

• Zero deductible for D&O		NIAC DOET
• Event Trigger basis - **not** Claims Made coverage		NIAC DOET
• Full Prior Acts Coverage available		NIAC DOPWA
• Defense costs outside the policy limits		NIAC DOET
• Duty to Defend		NIAC DOET
• Broad definition of insured, including the nonprofit itself		NIAC DOET
• Employment Practices Liability included		NIAC DOET
• Coverage for Volunteers and Employees		NIAC DOET
• Coverage extends to students, spouses, and interns		NIAC DOET
• Flat-Rate "Zero-Employee" D&O policy available		NIAC DOEXPL
• Breach of Contract	$250,000 - defense only	NIAC DOET
• FREE Pre-Termination and HR Consultation	Unlimited	www.niac.org for details
• FREE Employee Handbook Review		www.niac.org for details
• FREE sexual harassment training for supervisors		www.niac.org for details
• Third party liability		NIAC DOET
• ERISA coverage	$250,000	NIAC DOET
• Fiduciary coverage		NIAC DOET

This summary is not a contract of insurance. It provides an overview of our policy key features. Refer to the actual coverage forms for the terms and conditions that govern your policy.