

AMENDMENT NO. 2 TO THE AGREEMENT WITH  
EL CONCILIO OF SAN MATEO COUNTY

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and EL CONCILIO OF SAN MATEO COUNTY (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 20, 2002 the parties hereto entered into Agreement 65504 (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED EIGHT THOUSAND TWENTY-ONE DOLLARS (\$108,021) for the contract term.”

2. Section 4, Hold Harmless of the Original Agreement is hereby amended to read as follows:

“4. Hold Harmless

Contractor 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 Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor'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 (E) 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, resulting from the performance of any work required of Contractor or payments made pursuant to 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 Contractor 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.”

3. Section 10, Compliance with Applicable Laws of the Original Agreement is hereby amended to read as follows:

“10 Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Schedule D, 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 services 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.”

4. Schedule A, Services, letter B of the Original Agreement is hereby amended to add the following:

“B. Prevention Case Management

Services under this section will be provided from January 1, 2003 to June 30, 2003.

Contractor shall provide outreach, prevention case management and HIV risk-reduction services to substance abusers in the areas of North Fair Oaks, San Mateo, Daly City, South San Francisco, San Bruno and Coastsides.

1. Make two hundred (200) “pre-client” contacts with out-of-treatment clients who are substance abusers and at-risk for HIV and Hepatitis C. A “pre-client” shall be defined as an individual who is a substance abuser and is in the “contemplation” stage of Prochaska’s behavior change model (see attachment V). A pre client “contact” shall be defined as a conversation between the outreach worker and client in which the outreach worker assesses HIV risk behaviors, including sexual and substance abuse risks, provides HIV and

substance abuse risk-reduction counseling, assesses the stage of behavior change for substance abuse, provides condoms and makes referrals for HIV testing.

2. Provide prevention case management to the two-hundred (200) pre-clients to encourage them to use safer sex behaviors, reduce their substance abuse and move from the "contemplation" stage to the 'preparation' stage of behavior change.
3. Provide linkage referrals for physical health services including HIV testing and treatment, sexually transmitted disease screening and treatment and primary care. A linkage referral is defined as providing pre-clients with contact information to a service provider and subsequently following-up to ascertain if they received appropriate services.
4. Provide linkage referrals to social and mental health services.
5. Thirty-eight (38) of the pre-clients in the 'preparation' stage will be referred to the Alcohol and Drug treatment assessor to receive a baseline Government Performance and Results Act (GPRA) assessment.
6. Provide transportation for, or accompany the thirty-eight (38) clients to the treatment assessment visit.
7. Maintain confidential charts for each of the thirty-eight (38) clients to include a consent form, client locator information, GPRAs, description of the client's HIV risks and prevention case management notes.
8. Complete a 6-month follow-up GPRA assessment on eighty-five percent (85%) of the clients or thirty-two (32 clients) who received the baseline GPRA.

5. Schedule A, Program Objectives, letter B of the Original Agreement is hereby amended to add the following:

"B. Prevention Case Management

Services under this section will be provided from January 1, 2003 to June 30, 2003.

1. At six (6) months, forty percent (40%) of the thirty-eight (38) clients receiving HIV and Hepatitis B/C risk reduction education and counseling will reduce their risk behavior for HIV, Hepatitis B/C and other IDU and sexually transmitted diseases as measured by the GPRA assessment tool.
2. At six (6) months, forty percent (40%) of the thirty-two (32) clients who

entered drug treatment will reduce their Alcohol and other Drugs use or become abstinent as measured by the GPRA assessment tool.

6. Schedule A, Program Objectives letter C is hereby amended to add the following:

3. for the Prevention Case Management Program during the first week of May 2003. The results of this assessment shall be reported to County by May 30, 2003.

7. Schedule A, Reporting, letter B, of the Original Agreement is hereby amended to add the following:

“B. Prevention Case Management

Services under this section will be provided from January 1, 2003 to June 30, 2003.

1. Outreach Workers shall submit the pre-client and locator forms and completed GPRAs every week.
2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month (Project Budget attached as Attachment IV).
3. A twelve-month Financial Report shall be due by July 31, 2003.”

8. Schedule B, Payments, letter B of the Original Agreement is hereby amended to read as follows:

“B. Prevention Case Management

Services under this section will be provided from July 1, 2002 to June 30, 2003.

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his designee shall review and approve all invoices prior to the processing of payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress. SEE BUDGET ATTACHMENT IV. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed EIGHTY THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS (\$80,521).”

9. Schedule B, Payments letter C last paragraph, of the Original Agreement is hereby

amended to read as follows:

“County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. In any event, the total amount of this Agreement shall not exceed ONE HUNDRED EIGHT THOUSAND TWENTY-ONE DOLLARS (\$108,021) for the contract term. “

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

EL CONCILIO OF SAN MATEO COUNTY

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

By: Orlando Lopez

Date: \_\_\_\_\_

Date: 1/6/03

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

**Schedule D**  
**Health Insurance Portability and Accountability Act (HIPAA)**

**Business Associate Requirements**

**Definitions**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (b) *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a person representative in accordance with Section 164.502(g).
- (c) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (d) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- (e) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

**Obligations and Activities of Contractor**

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designed by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

#### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

#### Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

#### Miscellaneous

- (a) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (d) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.



<b>El Concilio of San Mateo County</b>					
<b>ATTACHMENT IV</b>					
<b>BUDGET (COST ALLOCATION BY SERVICE CATEGORY)</b>					
<b>FISCAL YEAR 2002-03</b>					
Line Items	NIGHT	CSAT			TOTAL
		Original Agr.	Amend. 1	Amend. 2	
<b>TOTAL REVENUES</b>	27,500	22,921	16,500	41,100	108,021
<b>Personnel</b>					0
Project Director					0
Community Program Specialist		4,410	2,838	14,647	21,895
Community Workers (Outreach)	19,282	9,144	8,166	10,892	47,484
Data Analyst		1,018	466	1,445	2,929
<b>Total Salaries</b>	19,282	14,572	11,470	26,984	72,308
Fringe Benefits	4,843	2,254	1,650	5,309	14,056
<b>Total Personnel</b>	24,125	16,826	13,120	32,293	86,364
<b>Consultants</b>					
Program Consultant					0
Evaluation Consultant					0
Fiscal Consultant		500	46		546
<b>Total Consultants</b>	0	500	46	0	546
<b>Direct Program Costs</b>					
Rent	2,813	2,344	1,563	4,375	11,095
Office Supplies		109			109
Printing/Copying		100			100
Telephone/Cellular phones		717		500	1,217
Local Travel	562	516	460	703	2,241
Non-local Travel					0
Program Supplies/Health Ed. Material		127			127
Training					0
Utilities					0
Promotional/Campaign					0
Postage					0
<b>Subtotal Direct Program Costs</b>	3,375	3,913	2,023	5,578	14,889
<b>Equipment/Furnishings</b>					
Subtotal Equipment/Furnishings	0	0	0	0	0
<b>Indirect</b>					
Insurance Liability					0
Audit					0
Miscellaneous 10%		1,682	1,311	3,229	6,222
<b>Subtotal Indirect</b>	0	1,682	1,311	3,229	6,222
<b>TOTAL EXPENSES</b>	27,500	22,921	16,500	41,100	108,021

# ATTACHMENT V

## Stages of Change

Almost 20 years ago, two well-known alcoholism researchers, Carlo C. DiClemente and J. O. introduced a six-stage model of behavior change to help professionals understand their clients with addiction problems and motivate them to change. Their model is based their personal observations of how people went about modifying problem behaviors such as smoking, overeating and problem drinking.

The six stages of the Prochaska model of change are:

- precontemplation
- contemplation
- preparation
- action
- maintenance
- termination

### **Precontemplation**

Individuals in the precontemplation stage of change are not even thinking about changing their drinking behavior. They may not see it as a problem, or they think that others who point out the problem are exaggerating.

There are many reasons to be in precontemplation, and Dr. DiClemente has referred to them as "the Four Rs" -- reluctance, rebellion, resignation and rationalization:

- Reluctant precontemplators are those who through lack of knowledge or inertia do not want to consider change. The impact of the problem has not become fully conscious.
- Rebellious precontemplators have a heavy investment in drinking and in making their own decisions. They are resistant to being told what to do.
- Resigned precontemplators have given up hope about the possibility of change and seem overwhelmed by the problem. Many have made many attempts to quit or control their drinking.
- Rationalizing precontemplators have all the answers; they have plenty of reasons why drinking is not a problem, or why drinking is a problem for others but not for them.

### **Contemplation**

Individuals in this stage of change are willing to consider the possibility that they have a problem, and the possibility offers hope for change. However, people who are contemplating change are often highly ambivalent. They are on the fence. Contemplation is not a commitment, not a decision to change. People at this stage are often quite interested in learning about alcoholism and treatment. They know that drinking is causing problems, and they often have a mental list of all the reasons that drinking is bad for them. But even with all these negatives, they still cannot make a decision to change.

In the contemplation stage, often with the help of a treatment professional, people make a risk-reward analysis. They consider the pros and cons of their behavior, and the pros and cons of change. They think about the previous attempts they have made to stop drinking, and what has caused failure in the past.

### **Preparation: Commitment to Action**

Deciding to stop drinking is the hallmark of this stage of change. All the weighing of pros and cons, all the risk-reward analysis, finally tips the balance in favor of change. Not all ambivalence has been resolved, but ambivalence no longer represents an insurmountable barrier to change. Most individuals in this stage will make a serious attempt to stop drinking in the near future. Individuals in this stage appear to be ready and committed to action.

This stage represents preparation as much as determination. The next step in this stage is to make a realistic plan. Commitment to change without appropriate skills and activities can create a fragile and incomplete action plan. Often with the help of a treatment professional, individuals will make a realistic assessment of the level of difficulty involved in stopping drinking. They will begin to anticipate problems and pitfalls and come up with concrete solutions that will become part of their ongoing treatment plan.

### **Action: Implementing the Plan**

Individuals in this stage of change put their plan into action. This stage typically involves making some form of public commitment to stop drinking in order to get external confirmation of the plan. If they have not done so already, individuals in this stage may enter counseling or some form of outpatient treatment, start to attend AA meetings or tell their family members and friends about their decision-or all of the above.

Making such public commitments not only helps people obtain the supports they need to recover from alcoholism, but it creates external monitors. People often find it very helpful to know that others are watching and cheering them on. What about the others who may secretly, or not so secretly, hope they will fail? For people who get sober and stay sober, one of the many pleasures is to disprove the negative predictions of others.

Nothing succeeds like success. A person who has implemented a good plan begins to see it work and experiences it working over time, making adjustments along the way. The many things that alcohol may have taken from the person begin to be restored, along with hope and self-confidence and continued determination not to drink.

### **Maintenance, Relapse and Recycling**

The action stage normally takes three to six months to complete. Change requires building a new pattern of behavior over time. The real test of change is long-term sustained change over many years. This stage of successful change is called "maintenance." In this stage, an alcohol-free life is becoming firmly established, and the threat of a return to old patterns becomes less intense and less frequent.

Because alcoholism is a chronic disease, the possibility of relapse is always present. Individuals may experience a strong temptation to drink and fail to cope with it successfully. Sometimes relaxing their guard or "testing" themselves begins a slide back. People at this stage of change are armed with a variety of relapse prevention skills. They know where to get the supports they need.

Alcoholics who relapse learn from the relapse. The experience of relapsing and returning to sobriety often strengthens a person's determination to stay sober.

### **Termination**

The ultimate goal in the change process is termination. At this stage, the alcoholic no longer finds that alcohol presents a temptation or threat; he has complete confidence that he can cope without fear of relapse.

COUNTY OF SAN MATEO  
AIDS PROGRAM  
MEMORANDUM

Number of pages faxed 4

DATE: November 26, 2002  
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
FROM: Maria Gonzalez - 573-2031, FAX 573-2875 PONY - PBH 328  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: El Concilio of San Mateo County

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90%

NUMBER OF EMPLOYEES: 15

DUTIES (SPECIFIC): Contractor will provide outreach and HIV testing, residential and non-residential drug treatment, and HIV prevention case management services

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	\$1M ✓	✓	_____	_____
Motor Vehicle Liability	\$1M _____	✓	_____	_____
Professional Liability	_____	_____	✓	_____
Worker's Compensation	STAFF _____	✓	_____	_____

REMARKS/COMMENTS

SIGNATURE

DATE

*[Handwritten Signature]*

**FAXED**  
11-26-02

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PAGE 1  
DATE (MM/DD/YY)  
06/10/02

PRODUCER  
HRH of Central California 11  
P O Box 40022  
Fresno, CA 93755-4022  
59 432-1800

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.

INSURERS AFFORDING COVERAGE

INSURED  
El Concilio Of San Mateo County  
1419 Burlingame Ave  
Suite N  
Burlingame, CA 94010

INSURER A: Great American - Non Profit

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**received**  
6/10/02

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAC225449903	05/29/02	05/29/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/DP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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	CAP344859702	05/29/02	05/29/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER: Health Services Agency  
SDS Program  
225 37th Avenue  
San Mateo, CA 94403

ADDITIONAL INSURED: INSURER LETTER: \_\_\_\_\_

CANCELLATION Ten Day Notice for Non-Payment  
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: *[Signature]*

## 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.

AMENDMENT NO. 2 TO THE AGREEMENT WITH  
FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 20, 2002 the parties hereto entered into Agreement 65505 (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$234,781) for the contract term.”

2. Section 4, Hold Harmless of the Original Agreement is hereby amended to read as follows:

“4. Hold Harmless

Contractor 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 Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor'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 (E) 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, resulting from the performance of any work required of Contractor or payments made pursuant to 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 Contractor 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.”

3. Section 10, Compliance with Applicable Laws of the Original Agreement is hereby amended to read as follows:

“10 Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Schedule D, 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 services 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.”

4. Schedule A, Services, letter B of the Original Agreement is hereby amended to add the following:

“B. Prevention Case Management

Services under this section will be provided from January 1, 2003 to June 30, 2003.

Contractor shall provide outreach, prevention case management and HIV risk-reduction services to substance abusers in the areas of East Palo Alto, East Menlo Park and North Fair Oaks in Redwood City.

1. Make two hundred (200) “pre-client” contacts with out-of-treatment clients who are substance abusers and at-risk for HIV and Hepatitis C. A “pre-client” shall be defined as an individual who is a substance abuser and is in the “contemplation” stage of Prochaska’s behavior change model (see attachment V). A pre client “contact” shall be defined as a conversation between the outreach worker and client in which the outreach worker assesses HIV risk

behaviors, including sexual and substance abuse risks, provides HIV and substance abuse risk-reduction counseling, assesses the stage of behavior change for substance abuse, provides condoms and makes referrals for HIV testing.

2. Provide prevention case management to the two-hundred (200) pre-clients to encourage them to use safer sex behaviors, reduce their substance abuse and move from the "contemplation" stage to the 'preparation' stage of behavior change.
3. Provide linkage referrals for physical health services including HIV testing and treatment, sexually transmitted disease screening and treatment and primary care. A linkage referral is defined as providing pre-clients with contact information to a service provider and subsequently following-up to ascertain if they received appropriate services.
4. Provide linkage referrals to social and mental health services.
5. Thirty-eight (38) of the pre-clients in the 'preparation' stage will be referred to the Alcohol and Drug treatment assessor to receive a baseline Government Performance and Results Act (GPRA) assessment.
6. Provide transportation for, or accompany the thirty-eight (38) clients to the treatment assessment visit.
7. Maintain confidential charts for each of the thirty-eight (38) clients to include a consent form, client locator information, GPRAs, description of the client's HIV risks and prevention case management notes.
8. Complete a 6-month follow-up GPRA assessment on eighty-five percent (85%) of the clients or thirty-two (32 clients) who received the baseline GPRA.

5. Schedule A, Program Objectives, letter B of the Original Agreement is hereby amended to add the following:

"B. Prevention Case Management

Services under this section will be provided from January 1, 2003 to June 30, 2003.

1. At six (6) months, forty percent (40%) of the thirty-eight (38) clients receiving HIV and Hepatitis B/C risk reduction education and counseling will reduce their risk behavior for HIV, Hepatitis B/C and other IDU and sexually transmitted diseases as measured by the GPRA assessment tool.

2. At six (6) months, forty percent (40%) of the thirty-two (32) clients who entered drug treatment will reduce their Alcohol and other Drugs use or become abstinent as measured by the GPRAs assessment tool.
6. Schedule A, Program Objectives letter C is hereby amended to add the following:
  3. for the Prevention Case Management Program during the first week of May 2003. The results of this assessment shall be reported to County by May 30, 2003.
7. Schedule A, Reporting, letter B, of the Original Agreement is hereby amended to add the following:

“B. Prevention Case Management

Services under this section will be provided from January 1, 2003 to June 30, 2003.

  1. Outreach Workers shall submit the pre-client and locator forms and completed GPRAs every week.
  2. Monthly Financial Reports specifying costs by budget category and with cost(s) per unit(s) of service(s), shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month (Project Budget attached as Attachment IV).
  3. A twelve-month Financial Report shall be due by July 31, 2003.”
8. Schedule B, Payments, letter B of the Original Agreement is hereby amended to read as follows:

“B. Prevention Case Management

Services under this section will be provided from July 1, 2002 to June 30, 2003.

Contractor shall submit monthly invoices and financial statements for services provided for the AIDS Program under this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. The AIDS Program Director or his designee shall review and approve all invoices prior to the processing of payment. Invoices shall be based upon actual expenditures in line with the approved budget and upon demonstrated progress. SEE BUDGET ATTACHMENT IV. Total payment amount for this section of the Agreement with the AIDS Program shall not exceed NINETY-FOUR THOUSAND THIRTY-ONE DOLLARS (\$94,031).”
9. Schedule B, Payments letter C last paragraph, of the Original Agreement is hereby

amended to read as follows:

“County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. In any event, the total amount of this Agreement shall not exceed TWO HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$234,781) for the contract term. “

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

FREE AT LAST: COMMUNITY RECOVERY AND REHABILITATION SERVICES

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

By: *Dulceh Vargas*

Date: \_\_\_\_\_

Date: 1/2/03

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

**Schedule D**  
**Health Insurance Portability and Accountability Act (HIPAA)**

**Business Associate Requirements**

**Definitions**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (b) *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a person representative in accordance with Section 164.502(g).
- (c) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (d) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- (e) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

**Obligations and Activities of Contractor**

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designed by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

#### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

#### Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

#### Miscellaneous

- (a) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (d) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

# Free at Last: Community Recovery and Rehabilitation Services

## ATTACHMENT IV BUDGET (COST ALLOCATION BY SERVICE CATEGORY) FISCAL YEAR 2002-03

Service Category	CSAT			NIGHT		Total
	FTE	CSAT Amend. 1	CSAT Amend. 2	Redwood City/ East Menlo Park	East Palo Alto	
<b>Personnel Expenses</b>						
Executive Director	457	400	920	102	575	2,454
Chief Operating Officer	1,033	654	1,489			3,176
Director of Outreach	2,527	2,737	4,600	1,235	8,184	19,283
Program Administrator	889	388	902			2,179
Program Assistant	1,326			649	3,648	5,623
Administrative Support			1,200	432	2,432	4,064
Senior Outreach Worker				1,140	7,649	8,789
Outreach Worker 1	2,268	1,719	9,500	598	7,795	21,880
Outreach Worker 2	2,268	1,719	9,500	958	3,508	17,953
Outreach Worker 3	2,268	1,719		1,504	6,625	12,116
Outreach Worker 4	2,268	1,719		649	3,367	8,003
Outreach Worker 5	2,268	1,719		1,166	3,648	8,801
Outreach Worker 6				505	2,837	3,342
Referral and Intake Staff	2,027	168				2,195
Court and Custody Advocate	1,435					1,435
<b>Total Salaries</b>	<b>21,034</b>	<b>12,942</b>	<b>28,111</b>	<b>8,938</b>	<b>50,268</b>	<b>121,293</b>
Fringe Benefits @ 22%	4,627	2,845	6,184	1,966	11,059	26,682
<b>Total Personnel</b>	<b>25,661</b>	<b>15,787</b>	<b>34,295</b>	<b>10,904</b>	<b>61,327</b>	<b>147,975</b>
<b>Operating Expenses</b>						
Rental of Property	1,035	430	2,500	423	2,377	6,765
Utilities	743	195		17	314	1,269
Building Maintenance	176	195		22	123	516
Janitorial Service				76	431	507
Office Supplies/Postage	480	273		61	343	1,157
Printing/Copying	289	141		103	584	1,117
Program/Educational Supplies	359	352	250	366	1,781	3,108
Insurance	213	156		194	1,091	1,654
Staff Training, Ed. Reim., Conference	154	195		62	350	761
Staff Travel (local & out-of-town)	348	548		314	832	2,042
Telephones and Pagers		273	625	86	483	1,467
Advertising		36		8	39	83
Furniture and Equipment		38		24	792	854
Gas and Maintenance	214	272				486
Vehicle Insurance	68	156				224
<b>Total Operating Expenses</b>	<b>4,079</b>	<b>3,259</b>	<b>3,375</b>	<b>1,756</b>	<b>9,540</b>	<b>22,009</b>
<b>Total Direct Expenses</b>	<b>29,740</b>	<b>19,046</b>	<b>37,670</b>	<b>12,660</b>	<b>70,867</b>	<b>169,984</b>
Indirect Expenses @ 10% of personnel	2,566	1,579	3,430	1,090	6,133	14,798
<b>TOTAL EXPENSES</b>	<b>32,306</b>	<b>20,625</b>	<b>41,100</b>	<b>13,750</b>	<b>77,000</b>	<b>184,781</b>



# ATTACHMENT V

## Stages of Change

Almost 20 years ago, two well-known alcoholism researchers, Carlo C. DiClemente and J. O. introduced a six-stage model of behavior change to help professionals understand their clients with addiction problems and motivate them to change. Their model is based their personal observations of how people went about modifying problem behaviors such as smoking, overeating and problem drinking.

The six stages of the Prochaska model of change are:

- precontemplation
- contemplation
- preparation
- action
- maintenance
- termination

### **Precontemplation**

Individuals in the precontemplation stage of change are not even thinking about changing their drinking behavior. They may not see it as a problem, or they think that others who point out the problem are exaggerating.

There are many reasons to be in precontemplation, and Dr. DiClemente has referred to them as "the Four Rs" -- reluctance, rebellion, resignation and rationalization:

- Reluctant precontemplators are those who through lack of knowledge or inertia do not want to consider change. The impact of the problem has not become fully conscious.
- Rebellious precontemplators have a heavy investment in drinking and in making their own decisions. They are resistant to being told what to do.
- Resigned precontemplators have given up hope about the possibility of change and seem overwhelmed by the problem. Many have made many attempts to quit or control their drinking.
- Rationalizing precontemplators have all the answers; they have plenty of reasons why drinking is not a problem, or why drinking is a problem for others but not for them.

### **Contemplation**

Individuals in this stage of change are willing to consider the possibility that they have a problem, and the possibility offers hope for change. However, people who are contemplating change are often highly ambivalent. They are on the fence. Contemplation is not a commitment, not a decision to change. People at this stage are often quite interested in learning about alcoholism and treatment. They know that drinking is causing problems, and they often have a mental list of all the reasons that drinking is bad for them. But even with all these negatives, they still cannot make a decision to change.

In the contemplation stage, often with the help of a treatment professional, people make a risk-reward analysis. They consider the pros and cons of their behavior, and the pros and cons of change. They think about the previous attempts they have made to stop drinking, and what has caused failure in the past.

#### **Preparation: Commitment to Action**

Deciding to stop drinking is the hallmark of this stage of change. All the weighing of pros and cons, all the risk-reward analysis, finally tips the balance in favor of change. Not all ambivalence has been resolved, but ambivalence no longer represents an insurmountable barrier to change. Most individuals in this stage will make a serious attempt to stop drinking in the near future. Individuals in this stage appear to be ready and committed to action.

This stage represents preparation as much as determination. The next step in this stage is to make a realistic plan. Commitment to change without appropriate skills and activities can create a fragile and incomplete action plan. Often with the help of a treatment professional, individuals will make a realistic assessment of the level of difficulty involved in stopping drinking. They will begin to anticipate problems and pitfalls and come up with concrete solutions that will become part of their ongoing treatment plan.

#### **Action: Implementing the Plan**

Individuals in this stage of change put their plan into action. This stage typically involves making some form of public commitment to stop drinking in order to get external confirmation of the plan. If they have not done so already, individuals in this stage may enter counseling or some form of outpatient treatment, start to attend AA meetings or tell their family members and friends about their decision-or all of the above.

Making such public commitments not only helps people obtain the supports they need to recover from alcoholism, but it creates external monitors. People often find it very helpful to know that others are watching and cheering them on. What about the others who may secretly, or not so secretly, hope they will fail? For people who get sober and stay sober, one of the many pleasures is to disprove the negative predictions of others.

Nothing succeeds like success. A person who has implemented a good plan begins to see it work and experiences it working over time, making adjustments along the way. The many things that alcohol may have taken from the person begin to be restored, along with hope and self-confidence and continued determination not to drink.

#### **Maintenance, Relapse and Recycling**

The action stage normally takes three to six months to complete. Change requires building a new pattern of behavior over time. The real test of change is long-term sustained change over many years. This stage of successful change is called "maintenance." In this stage, an alcohol-free life is becoming firmly established, and the threat of a return to old patterns becomes less intense and less frequent.

Because alcoholism is a chronic disease, the possibility of relapse is always present. Individuals may experience a strong temptation to drink and fail to cope with it successfully. Sometimes relaxing their guard or "testing" themselves begins a slide back. People at this stage of change are armed with a variety of relapse prevention skills. They know where to get the supports they need.

Alcoholics who relapse learn from the relapse. The experience of relapsing and returning to sobriety often strengthens a person's determination to stay sober.

### **Termination**

The ultimate goal in the change process is termination. At this stage, the alcoholic no longer finds that alcohol presents a temptation or threat; he has complete confidence that he can cope without fear of relapse.

COUNTY OF SAN MATEO  
AIDS PROGRAM  
MEMORANDUM

Number of pages faxed 4

DATE: November 26, 2002  
 TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
 FROM: Maria Gonzalez - 573-2031, FAX 573-2875 PONY - PBH 328  
 SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Free at Last

DO THEY TRAVEL?: Yes

PERCENT OF THE TIME: 90%

NUMBER OF EMPLOYEES: 7

DUTIES (SPECIFIC): Contractor will provide outreach and HIV testing, residential and non-residential drug treatment, and HIV prevention case management services

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>_____</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	<u>STAT</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS

SIGNATURE

*David C. DePalma*

DATE

**FAXED**  
11-26-02



POLICY NUMBER: X660807X711402

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:  
San Mateo County Aids Program  
66 Bovet Drive  
San Mateo, CA 94402

(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 operations or premises owned by or rented to you.

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds are included as additional insured per attached attendant endorsement RE:Named-Insured programs, operations & activities Date:Policy Term

PRIMARY INSURANCE:  
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND-NOT CONTRIBUTING WITH THIS INSURANCE.

AS RESPECTS LIABILITY, IT IS AGREED THAT ALL RIGHT OF SUBROGATION IS HEREBY WAIVED UNDER SUCH INSURANCE POLICY AS RESPECTS THE ADDITIONAL INSUREDS AS IDENTIFIED IN THIS ENDORSEMENT.

**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.