

WOMENS RECOVERY ASSOCIATION  
AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by  
and between the COUNTY OF SAN MATEO (hereinafter called "County") and Women's  
Recovery Association (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on August 20, 2002, the parties hereto entered into an agreement  
(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:

"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 THIRTY-TWO THOUSAND FIVE  
HUNDRED DOLLARS (\$132,500) for the contract term."

“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.”

## SCHEDULE B

Section A of the Original Agreement is hereby amended to read as follows:

**"A. Mental Health Services Division**

1. The maximum amount that County shall be obligated to pay for all services provided under this section of this Agreement shall not exceed **EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500)**. The term for the provision of these services is July 1, 2002 through December 31, 2002.
2. Subject to the maximum amount stated above and the terms and conditions of this section of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be as defined in Section 3, Dual Diagnosis Mental Health Services, listed below. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in section 2.A. of this Agreement.
3. **Dual Diagnosis Mental Health Services**
  - a. County shall be obligated to pay a negotiated net amount of **EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500)** for dual diagnosis mental health services as described in Schedule A. The rate of payment shall be one-sixth (1/6) of the total obligation per month for the term of this Agreement, or **THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$13,750)** per month.
  - b. In no event shall payment for dual diagnosis mental health services exceed **EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500)**."

Section C of the Original Agreement is hereby amended to read as follows:

**"C. MAXIMUM OBLIGATION**

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed **ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$132,500)**."

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.

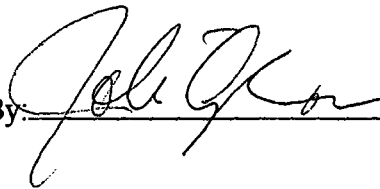
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Women's Recovery Association, be amended accordingly.

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

WOMEN'S RECOVERY ASSOCIATION

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

By:  \_\_\_\_\_

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

Date: 2/7/03 \_\_\_\_\_

ATTEST:

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

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Women's Recovery Association
Contact Person: Linda Carlson JOLIE BOU
Address: 1450 Chapin Ave.
Burlingame, CA 94010
Phone Number: 650-348-6603 Fax Number: 650 348 0615

II Employees

Does the Contractor have any employees? [checked] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [checked] Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [checked] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17 day of June, 2002, at Burlingame, CA
(City) (State)

[Signature]
Signature

JOLIE A. BOU
Name (Please Print)

EXECUTIVE DIRECTOR
Title

23-7079003
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: June 4, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Caryl Fairfull, Mental Health Services/PONY #MLH 322

CONTRACTOR: Women's Recovery Association

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	\$Yes

APPROVE ✓ WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

*Priscilla Morse*  
SIGNATURE

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
02/19/03

PRODUCER Searcy Insurance Center, Inc.  
P O Box 471

Visalia CA 93279-0471  
(559) 798-0956  
(559) 798-0958 FAX

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.

### COMPANIES AFFORDING COVERAGE

COMPANY  
A Philadelphia Indemnity Insurance

COMPANY  
B

COMPANY  
C

COMPANY  
D

INSURED  
WRA Of San Mateo County, Inc.  
1450 Chapin, 1st Floor

Burlingame CA 94010  
(650) 348-6603

### COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> Prof Liab	PHPK042879	02/24/03	02/24/04	GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK042879	02/24/03	02/24/04	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		01/01/01	01/01/01	EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		/ /	/ /	STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	<b>OTHER</b> Bond Fire	PHPK042879	02/24/03	02/24/04	\$50,000 \$685,000

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of San Mateo, its officers, agents, and employees are named as additional insureds.

### CERTIFICATE HOLDER

County Of San Mateo Mental Health Services Division, Health Services Agency Attn: John Ruth  
225 37th. Avenue  
San Mateo CA 94403

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

AUGUST 28, 2002

POLICY NUMBER:  
CERTIFICATE EXPIRES:

488-02 UNIT 00006C  
8-9-03

COUNTY OF SAN MATEO    ATTN CAROL FAIRFIELD  
MENTAL HEALTH SERVICES DIV  
225 37TH AVE  
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*Kc Bollier*

PRESIDENT

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**

EMPLOYER

WOMEN'S RECOVERY ASSOCIATION OF SAN MATEO  
1450 CHAPIN AVE 1ST FLOOR  
BURLINGAME CA 94010