

COUNTY OF SAN MATEO
Departmental Correspondence

Date: July 31, 2001

Hearing Date: August 21, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Yvonne Frazier, Administrator, Alcohol and Drug Services

SUBJECT: Third Amendment to the Two-Year (FY 2000-01, FY 2001-02) Agreement with Asian American Recovery Services

RECOMMENDATION

Adopt a resolution authorizing the execution of a third amendment to the two-year (FY 2000-01, FY 2001-02) Agreement with Asian American Recovery Services.

Background

On July 11, 2000, the Board adopted a resolution that authorized the execution of a two-year agreement with Asian American Recovery Services, in the amount of \$286,926, for the provision of alcohol and drug treatment services; and authorized the Human Services Agency (HSA) Director to execute amendments and minor modifications during the initial two-year period, not to exceed \$25,000. As was the case with many of the alcohol and drug treatment providers, Asian American Recovery Services was awarded both one-year (FY 2000-01) and two-year (FY 2000-01, FY 2001-02) agreements.

The first amendment to the two-year agreement with Asian American Recovery Services added new intensive outpatient services in the amount of \$380,000 for the term of the agreement. The first amendment was executed by the Board of Supervisors on February 13, 2001. The total amended contract obligation under the first amendment was \$666,926.

The second amendment to the two-year agreement with Asian American Recovery Services decreased the CalWORKs nonresidential treatment services and funding by \$19,466 for the term of the agreement. The second amendment was executed by the Director of the Human Services Agency on February 26, 2001. The total amended contract obligation under the second amendment was \$647,460.

Discussion

This third amendment adds the ten percent Cost of Doing Business Increase (COBI) which was approved by the Board on June 25, 2001. The total amount of the COBI included in this third amendment for FY 2001-02 is \$32,274. The total amended contract obligation under this third amendment is \$679,734.

Honorable Board of Supervisors
Third Amendment to the Two-Year Agreement
With Asian American Recovery Services

Page 2

Also included in this third amendment is the Equal Benefits Compliance, Violation of Nondiscrimination, and Outcome Based Management language which has been added for FY 2001-02.

County Counsel has approved the resolution and amendment as to form.

Fiscal Impact

The term of the third amendment is from July 1, 2001 through June 30, 2002. This third amendment adds a \$32,274 COBI. The total COBI obligation comes from County General funds and is budgeted in the Alcohol and Drug Services preliminary budget for FY 2001-02.

Jane Marks, ext. 6418
cc: Penny Bennett, Deputy County Counsel

3AARS2.wpd

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT
TO THE TWO-YEAR (FY 2000-01, FY 2001-02) AGREEMENT WITH
ASIAN AMERICAN RECOVERY SERVICES

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on July 11, 2000, the County of San Mateo entered into an agreement with Asian American Recovery Services for the furnishing of alcohol and drug treatment services as set forth in that agreement; and

WHEREAS, on February 13, 2001, and February 26, 2001, first and second amendments to the two-year agreement with Asian American Recovery Services were executed; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the two-year agreement; and

WHEREAS, this Board has been presented with a form of a third amendment to the two-year agreement with Asian American Recovery Services and has examined and approved it as to both form and content and desires to enter into the third amendment.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said third amendment to the two-year agreement with Asian American Recovery Services for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

THIRD AMENDMENT TO THE TWO YEAR AGREEMENT WITH
ASIAN AMERICAN RECOVERY SERVICES
FOR ALCOHOL AND DRUG TREATMENT SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2001,
by and between the COUNTY OF SAN MATEO (hereinafter called "County" ASIAN
AMERICAN RECOVERY SERVICES (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on July 11, 2000 the parties hereto entered into a two-year agreement for the
furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, on February 13, 2001 and February 26, 2001 the parties hereto entered into
first and second amendments to the two-year agreement; and

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

CHANGE #1: Insert: Exhibit C, Outcome Based Management and Budgeting Responsibilities,
and Attachment 7: Equal Benefits Compliance into Section 1 of the body of the Agreement.

CHANGE #2: Amend Paragraph 3.A. Maximum Amount to read as follows:

3. Payments.

A. Maximum Amount. In full consideration of Contractor's performance of
the services described in Exhibits A and B, the amount that County shall be obligated to pay for
services rendered under this Agreement shall not exceed SIX HUNDRED SEVENTY-NINE
THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS (\$679,734) for the contract
term. The maximum County contract obligation shall not change even if the estimated other
revenue changes. The maximum County obligation stated in this section is based on the
following projections:

July 1, 2000 - June 30, 2001							
Org#s:	74136	74132	74136	74136	74136	74136	
Acct#s:	6163	6163	6163	6163	6163	6163	
	NNA	Cal-	CntyTrt.	Cnty	Cnty	Cnty	7/1/00-
	Non-	WORKs	Treat.	Fund	Inten OP	Inten.	6/30/01
	<u>res.</u>	<u>Nonres.</u>	<u>Readi.</u>	<u>Nonres.</u>	<u>Start-up**</u>	<u>OP***</u>	<u>TOTAL</u>
Total Estimated Gross Program Costs	\$92,730	\$1,000	\$19,075	\$20,925	\$7,257	\$184,458	\$325,445
*Less Estimated Other Revenue	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 1,715	\$ 1,715
Maximum County Contract Obligation	\$92,730	\$1,000	\$19,075	\$20,925	\$7,257	\$182,743	\$323,730

July 1, 2001-June 30, 2002

Org#s:	74136	74132	74136	74136	74136	
Acct#s:	6163	6163	6163	6163	6163	
	NNA	Cal-	CntyTrt.	Cnty	Cnty	7/1/01-
	Non-	WORKs	Treat.	Fund	Inten.	6/30/02
	<u>Res.</u>	<u>Nonres.</u>	<u>Readi.</u>	<u>Nonres.</u>	<u>OP</u>	<u>TOTAL</u>
Total Estimated Gross Program Costs	\$105,603	\$1,000	\$20,983	\$23,018	\$210,600	\$361,204
*Less Estimated Other Revenue	\$ 3,600	\$ -0-	\$ -0-	\$ -0-	\$ 1,600	\$ 5,200
Maximum County Contract Obligation	\$102,003	\$1,000	\$20,983	\$23,018	\$209,000	\$356,004

CHANGE #3: Insert Sections D and E into Paragraph 7 of the body of the agreement to read as follows:

D. Equal Benefits Compliance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, and shall accurately complete and execute Attachment 7, the Equal Benefits Compliance form, attached hereto and incorporated by reference herein.

E. Violation of the Non-Discrimination Provisions.

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the

complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

CHANGE #4: Amend Section I.C.1.. in Exhibit A to read as follows:

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor SEVEN THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS and FIFTY CENTS (\$7,727.50) per month, not to exceed NINETY-TWO THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$92,730) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor EIGHT THOUSAND FIVE HUNDRED DOLLARS AND TWENTY-FIVE CENTS (\$8,500.25) per month, not to exceed ONE HUNDRED TWO THOUSAND THREE DOLLARS (\$102,003) for the period July 1, 2001 through June 30, 2002.

CHANGE #5: Amend Section I.C.1. in Exhibit B to read as follows:

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor ONE THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$1,743.75) per month not to exceed TWENTY THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$20,925) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor ONE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND SIXTEEN CENTS (\$1,918.16) per month not to exceed TWENTY-THREE THOUSAND EIGHTEEN DOLLARS (\$23,018) for the period July 1, 2001 through June 30, 2002.

CHANGE #6: Amend Section II.C.1. in Exhibit B to read as follows:

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor ONE THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS AND FIFTY-EIGHT CENTS (\$1,589.58) per month, not to exceed NINETEEN THOUSAND SEVENTY-FIVE DOLLARS (\$19,075) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor ONE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND FIFTY-EIGHT CENTS (\$1,748.58) per month, not to exceed TWENTY THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS (20,983) for the period July 1, 2001 through June 30, 2002.

CHANGE #7: Amend Section III.E.3. in Exhibit B to read as follows:

3. On-going services July 1, 2001 through June 30, 2002:

County shall pay Contractor SEVENTEEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND SIXTY-SIX CENTS (\$17,416.66) per month, not to exceed TWO HUNDRED NINE THOUSAND DOLLARS (\$209,000) for the period July 1, 2001 through June 30, 2002.

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

1. The Agreement of July 11, 2000, as amended on February 13, 2001, and February 26, 2001 is further amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. 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 of July 11, 2000, the first amendment of February 13, 2001, and second amendment of February 26, 2001 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

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

ASIAN AMERICAN RECOVERY SERVICES

By: JOE LAPING, Prog. Manager
Name, Title - please print

Laping
Signature

Date: 7/25/01

Contractor's Tax I.D. No. 94-3007538

EXHIBIT C
Outcome Based Management and Budgeting Responsibilities
ASIAN AMERICAN RECOVERY SERVICES
July 1, 2001 through June 30, 2002

Contractor's Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attending planning and informational meetings;
- B. Developing program performance and outcome measurements;
- C. Collecting and submitting data necessary to fulfill measurement requirements;
- D. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- E. Participating in a review of performance and outcome information;
- F. Complying with OBM Implementation Guidelines as specified in memos released by the Human Service Agency.

Human Services Agency's (HSA) Responsibilities

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- B. Issue and review OBM Implementation Guidelines.
- C. Conduct review of performance and outcome information.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: ASIAN AMERICAN RECOVERY SERVICES INC.

Contact Person: JEFF MORI

Address: 965 MISSION ST. SUITE 325
S. F. CA 94103

Phone Number: (415) 541-9285 Fax Number: (415) 541-9986

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

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

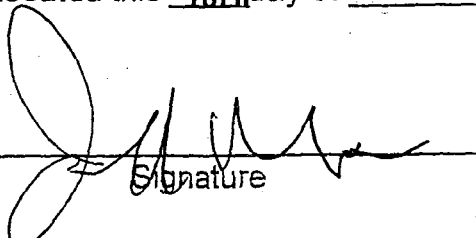
III Equal Benefits Compliance (Check one)

- 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 18th day of MAY, 2001 at SAN FRANCISCO, CA, CA
 (City) (State)


 Signature

JEFF MORI

Name (Please Print)

EXECUTIVE DIRECTOR

Title

94-3007538

Contractor Tax Identification Number

COUNTY OF SAN MATEO
Departmental Correspondence

Date: October 30, 2000

TO: Priscilla Harris-Morse, Risk Manager
FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE
SUBJECT: Contract Insurance Approval

CONTRACTOR: Asian American Recovery Services

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTACTED TIME?

Yes

DUTIES:

Provide nonresidential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <input type="checkbox"/> No employees	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insform.wp

PRODUCER
ERNEST BLOOMFIELD & ASSOCIATES
REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
22 BATTERY STREET, SUITE 503
SAN FRANCISCO, CA. 94111

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

INSURED
ASIAN AMERICAN RECOVERY SERVICES INC.
965 MISSION STREET, SUITE 503
SAN FRANCISCO, CA. 94103

- COMPANY A** PHILADELPHIA INSURANCE COMPANIES
- COMPANY B** HARTFORD INSURANCE COMPANY
- COMPANY C** EVEREST NATIONAL INSURANCE COMPANY
- COMPANY D**

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	GENERAL LIABILITY	PHPG 123 326	09-20-00	09-20-01	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	PHPG 123 326	09-20-00	09-20-01	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	3900010045-011 EVIDENCE ONLY	01-27-01	01-27-02	<input checked="" type="checkbox"/> STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR / PARTNER / EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
A	PROFESSIONAL LIABILITY	PHPG 123 326	09-20-00	09-20-01	\$1,000,000. - OCCURRENCE
	B	EMPLOYEE DISHONESTY	57 BDD AG2548	01-05-01	01-05-02

DESCRIPTION OF OPERATION/LOCATION/SERVICES/SPECIAL ITEMS
***SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. THE CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.**

CITY & COUNTY OF SAN MATEO

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