

COUNTY OF SAN MATEO
Interdepartmental 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 Service League of San Mateo County

RECOMMENDATION

Adopt a resolution authorizing the execution of a third amendment to the two-year (FY 2000-01, FY 2001-02) Agreement with Service League of San Mateo County.

Background

On July 11, 2000 the Board adopted a resolution authorizing the execution of a two-year (FY 2000-01, FY 2001-02) agreement with Service League of San Mateo County (Service League) in the amount of \$544,744, 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, Service League 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 Service League decreased the Bay Area Services Network (BASN) women's residential alcohol and drug treatment services and funding by \$19,200 for the term of the agreement. The first amendment was executed by the Director of the Human Services Agency on February 26, 2001. The total amended contract obligation under the first amendment was \$525,544.

The second amendment to the two-year agreement with Service League further decreased the BASN women's residential alcohol and drug treatment services and funding by \$1,440 for the term of the agreement. The BASN decreases were due to fewer referrals to Service League than was originally anticipated. The second amendment was executed by the Director of the Human Services Agency on June 26, 2001. The total amended contract obligation under the second amendment was \$524,104.

Discussion

This third amendment to the two-year agreement adds a ten percent Cost of Doing Business Increase (COBI) for FY 2001-02 which was approved by the Board on June 25, 2001. The total amount of the COBI included in this third amendment is \$21,071. Also included in this third amendment is an increase in BASN services for FY 2001-02 in the amount of \$5,475. Increased referrals are anticipated in FY 2001-02. The total amended contract obligation is \$550,650.

Honorable Board of Supervisors
Third Amendment to the Two-Year Agreement
With Service League of San Mateo County

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Also included in this third amendment is the Outcome Based Management language required by the Human Services Agency. The required Equal Benefits Compliance and Violation of Nondiscrimination language was added through Amendment #2.

The resolution and amendment have been reviewed and approved by County Counsel's office 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 COBI of \$21,071 which comes from County General funds and a BASN increase of \$5,475 for FY 2001-02 which comes from the State BASN allocation, both are budgeted in the Alcohol and Drug Services preliminary budget for FY 2001-02.

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

3SvsLg2.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 SERVICE LEAGUE OF SAN MATEO COUNTY

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 Service League of San Mateo County for the furnishing of alcohol and drug treatment services as set forth in that agreement; and

WHEREAS, on February 26, 2001, and June 26, 2001, first and second amendments to the two-year agreement with Service League of San Mateo County 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 Service League of San Mateo County 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 Service League of San Mateo County 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
SERVICE LEAGUE OF SAN MATEO COUNTY.
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" and SERVICE LEAGUE OF SAN MATEO COUNTY (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 26, 2001 and June 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 E, Outcome Based Management and Budgeting Responsibilities into Section 1 of the body of the Agreement, and incorporated by reference herein.

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 the Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED FIFTY THOUSAND SIX HUNDRED FIFTY DOLLARS (\$550,650) 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 annual projection:

For the period July 1, 2000 through June 30, 2001

Org#s:	74145	74141	74145	74136
Acct.#s:	6163	6163	6163	6163
	NNA		Cnty	Cnty
	A+D	BASN	Fund.	Trmt.
	<u>Resid.</u>	<u>Resid.</u>	<u>Resid.</u>	<u>Readi.</u>
Estimated Gross Program Costs	\$184,325	\$31,402	\$59,418	\$14,588
*Less Estimated Other Revenue	\$ 58,605	\$17,722	\$ 7,094	\$ -0-
Maximum County Contract Obligation	\$125,720	\$13,680	\$52,324	\$14,588

Org#s:	74142	74143	74136	
Acct.#s:	6163	6163	6163	
	Trial Track	Peri-	Peri-	
	DrugCt.	Natal	Natal	
	<u>Res.</u>	<u>Res.</u>	<u>Tx.Readi.</u>	<u>Total</u>
Estimated Gross Program Costs	\$38,848	\$18,044	\$2,570	\$349,195
Less Estimated Other Revenue	\$ 1,187	\$ 2,153	\$ 382	\$ 87,143
Maximum County Contract Obligation	\$37,661	\$15,891	\$2,188	\$262,052

For the period July 1, 2001 through June 30, 2002

Org#s:	74145	74141	74145	74136
Acct.#s:	6163	6163	6163	6163
	NNA		Cnty	Cnty
	A+D	BASN	Fund.	Trmt.
	<u>Resid.</u>	<u>Resid.</u>	<u>Resid.</u>	<u>Readi.</u>
Estimated Gross Program Costs	\$255,537	\$39,258	\$87,255	\$19,370
*Less Estimated Other Revenue	\$117,245	\$20,103	\$29,699	\$ 3,323
Maximum County Contract Obligation	\$138,292	\$19,155	\$57,556	\$16,047

Org#s:	74142	74143	74136	
Acct.#s:	6163	6163	6163	
	Trial Track	Peri-	Peri-	
	DrugCt.	Natal	Natal	
	<u>Res.</u>	<u>Res.</u>	<u>Tx.Readi.</u>	<u>Total</u>
Estimated Gross Program Costs	\$42,838	\$39,649	\$4,235	\$488,142
Less Estimated Other Revenue	\$ 5,177	\$22,169	\$1,828	\$199,544
Maximum County Contract Obligation	\$37,661	\$17,480	\$2,407	\$288,598

CHANGE #3: Amend Section I.C.1. in Exhibit A to read as follows:

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor TEN THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS and SIXTY-SIX CENTS (\$10,476.66) per month, not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$125,720) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor ELEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-THREE CENTS (\$11,524.33) per month, not to exceed ONE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED NINETY-TWO DOLLARS (\$138,292) for the period July 1, 2001 through June 30, 2002.

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

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor ONE THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$1,324.25) per month not to exceed FIFTEEN THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS (\$15,891) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor ONE THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$1,456.66) per month not to exceed SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$17,480) for the period July 1, 2001 through June 30, 2002.

CHANGE #5: Amend Section III.C.1. in Exhibit A to read as follows:

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor ONE HUNDRED EIGHTY-TWO DOLLARS AND THIRTY-THREE CENTS (\$182.33) per month, not to exceed TWO THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS (\$2,188) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor TWO HUNDRED DOLLARS AND FIFTY-EIGHT CENTS (\$200.58) per month, not to exceed TWO THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$2,407) for the period July 1, 2001 through June 30, 2002.

CHANGE #6: 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 TWO HUNDRED FIFTEEN DOLLARS AND SIXTY-SIX CENTS (\$1,215.66) per month, not to exceed FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$14,588) for the period July 1, 2000 through June 30, 2001.

- b. In addition, County shall pay Contractor ONE THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$1,337.25) per month, not to exceed SIXTEEN THOUSAND FORTY-SEVEN DOLLARS (\$16,047) for the period July 1, 2001 through June 30, 2002.

CHANGE #7: Amend Section II.C.1. in Exhibit B to read as follows:

- 1. County shall pay Contractor as follows:
 - a. County shall pay Contractor FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND THIRTY-THREE CENTS (\$4,360.33) per month, not to exceed a maximum contract obligation of FIFTY-TWO THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$52,324) for the period July 1, 2000 through June 30, 2001.
 - b. In addition, County shall pay Contractor FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS THIRTY-THREE CENTS (\$4,796.33) per month, not to exceed a maximum contract obligation of FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$57,556) for the period July 1, 2001 through June 30, 2002.

CHANGE #8: Amend Section I.A.1. in Exhibit C to read as follows:

- 1. Contractor will provide the following services:
 - a. Admit a minimum of two (2) BASN women residential alcohol and drug treatment program participants. Provide a total of two hundred eighty-five (285) days of residential alcohol and drug services to be allocated by Contractor for the period July 1, 2000 through June 30, 2001.
 - b. Admit a minimum of three (3) BASN women residential alcohol and drug treatment program participants. Provide a total of three hundred ninety-nine (399) days of residential alcohol and drug services to be allocated by Contractor for the period July 1, 2001 through June 30, 2002.

CHANGE #9: Amend Section I.C.1. in Exhibit C to read as follows:

1. County shall pay Contractor as follows:
 - a. County shall pay Contractor a maximum of THIRTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$13,680) for the period July 1, 2000 through June 30, 2001. County shall pay Contractor at the rate of FORTY-EIGHT DOLLARS (\$48.00) per bed-day for services actually provided.
 - b. In addition, County shall pay Contractor a maximum of NINETEEN THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS (\$19,155) for the period July 1, 2001 through June 30, 2002. County shall pay Contractor at the rate of FORTY-EIGHT DOLLARS (\$48.00) per bed day for services actually provided.

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

1. The Agreement of July 11, 2000, as amended on February 26, 2001, and June 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, as amended on February 26, 2001, and June 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: _____

SERVICE LEAGUE OF SAN MATEO COUNTY

By: ELIZABETH K. GHELETA, EXECUTIVE DIR
Name, Title - please print

Elizabeth K. Ghelata
Signature

Date: 7-27-01

Contractor's Tax I.D. No. 94-1661885

EXHIBIT E

**Outcome Based Management and Budgeting Responsibilities
SERVICE LEAGUE OF SAN MATEO COUNTY**

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/29/01

PRODUCER
ARCHBOLD & FATHER INS.
505 RAINSVILLE ROAD
TALUMA, CA. 94952

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
SERVICE LEAGUE OF SAN MATEO COUNTY
727 MIDDLEFIELD ROAD
REDWOOD CITY, CA. 94063

INSURER A: FIRST NATIONAL INS. CO.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

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	CP7750417I	11-14-00	11-14-01	EACH OCCURRENCE \$1,000,00
					FIRE DAMAGE (Any one fire) \$200,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,00
					GENERAL AGGREGATE \$2,000,00
					PRODUCTS - COMP/OP AGG \$1,000,00
A	AUTOMOBILE LIABILITY <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	BA7750417I	11-14-00	11-14-01	COMBINED SINGLE LIMIT (Ea accident) \$1,000,00
					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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	LP7750417G	11-14-00	11-14-01	1,000,000/OCC. 2,000,000/AGG.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

COUNTY OF SAN MATEO
ALCOHOL AND DRUG SERVICES
400 HARBOR BLVD., BLDG. C
BELMONT, CA. 94002

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

James E. Archbold

COUNTY OF SAN MATEO
Departmental Correspondence

Date: December 4, 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: Service League of San Mateo County

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTACTED TIME?
Yes. Provides transportation for it's clients to and from appointments.

DUTIES:
Provides residential alcohol and drug treatment services to women and pregnant and parenting women and their children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	\$2 M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	\$1 M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$2 M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No employees				

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-01-00

POLICY NUMBER: 0431188 - 00
CERTIFICATE EXPIRES: 11-01-01

SAN MATEO COUNTY
ALCOHOL & DRUG DIVISION
400 HARBOR BLVD.
BELMONT CA 94002

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 10 days' advance written notice to the employer.

We will also give you 10 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.

Kenneth C. Bollic
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

EMPLOYER

LEGAL NAME

SERVICE LEAGUE OF SAN MATEO
727 MIDDLEFIELD ROAD
REDWOOD CITY CA 94063

SERVICE LEAGUE OF SAN MATEO
(A NON-PROFIT CORP.)