

**COUNTY OF SAN MATEO**  
**Interdepartmental Correspondence**

**Date: August 2, 2001**

**Hearing Date: September 11, 2001**

**TO:** Honorable Board of Supervisors

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

**SUBJECT:** First Amendment to the Two-Year (FY 2000-01, FY 2001-02) Agreement with Daytop Village, Inc.

**RECOMMENDATION**

Adopt a resolution authorizing the execution of a first amendment to the two-year (FY 2000-01, FY 2001-02) Agreement with Daytop Village, Inc.

**Background**

On July 11, 2000, the Board adopted a resolution that authorized the execution of a two-year (FY 2000-01, FY 2001-02) agreement with Daytop Village, Inc., in the amount of \$1,452,590, 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.

**Discussion**

This first amendment adds the 10 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 two-year agreement is \$70,424. Per Contractor's request, this first amendment discontinues the Drug/Medi-Cal funded services, in the amount of \$22,051, effective June 30, 2001. The total amended contract obligation under this first amendment is \$1,500,963.

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

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

**Fiscal Impact**

The term of the first amendment is from July 1, 2001 through June 30, 2002. This first amendment adds a \$70,424 COBI which is funded with County General funds and is budgeted in the Alcohol and Drug Services preliminary FY 2001-02 budget. This first amendment also reflects a decrease of \$22,051 in Drug/Medi-Cal funds.

Jane Marks, ext. 6418

cc: Penny Bennett, Deputy County Counsel

1DayTop2.wpd

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT  
TO THE TWO-YEAR (FY 2000-01, FY 2001-02) AGREEMENT  
WITH DAYTOP VILLAGE, INC.

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

WHEREAS, on July 11, 2000 the County Board of Supervisors entered into a two-year  
agreement with Daytop Village, Inc. for the furnishing of alcohol and drug treatment services as  
set forth in that agreement; and

WHEREAS, the Board has been presented with a form of this first amendment to the  
two-year agreement with Daytop Village, Inc., and has examined and approved the first  
amendment as to both form and content and desires to enter into this first 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 first amendment to the two-  
year agreement with Daytop Village, Inc. for and on behalf of the County of San Mateo, and the  
Clerk of this Board shall attest the President's signature thereto.

FIRST AMENDMENT TO THE TWO-YEAR AGREEMENT WITH  
DAYTOP VILLAGE, INC.  
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") DAYTOP  
VILLAGE, INC. (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, it is now the mutual desire and intent of the parties hereto to amend and  
clarify that Agreement:

CHANGE #1: Insert: Exhibit B, 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 ONE MILLION FIVE HUNDRED  
THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS (\$1,500,963) 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  
projections:

For the period July 1, 2000 through June 30, 2001						
Org#s:	74145	74144	74171	74171	74145	
Acct#s:	6163	6163	6163	6163	6163	
	NNA	NNA	NNA	NNA	Cnty.	
	Adult	Adols.	D/MC	D/MC	Adult	
	<u>Res.</u>	<u>Res.</u>	<u>DCH</u>	<u>ODF</u>	<u>Res.</u>	<u>Total</u>
Total Estimated Gross Program Costs	\$298,718	\$299,992	\$12,926	\$9,125	\$105,534	\$726,295
*Less Estimated Other Revenue	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Maximum County Contract Obligation	\$298,718	\$299,992	\$12,926	\$9,125	\$105,534	\$726,295

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

Org#s:	74145	74144	74145	
Acct#s:	6163	6163	6163	
	NNA	NNA	Cnty.	
	Adult	Adols.	Adult	
	<u>Res.</u>	<u>Res.</u>	<u>Res.</u>	<u>Total</u>
Total Estimated Gross Program Costs	\$421,822	\$329,991	\$116,087	\$867,900
*Less Estimated Other Revenue	\$ 93,232	\$ -0-	\$ -0-	\$ 93,232
Maximum County Contract Obligation	\$328,590	\$329,991	\$116,087	\$774,668

CHANGE #3: Amend Section 6.A.2) in the body of the agreement to read as follows:

2) Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance including Fire Legal Liability in the amount of \$50,000 as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

CHANGE #4: 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 #5: Amend Section I.C.1. to read as follows:

1. County shall pay Contractor as follows:
  - a. For the period July 1, 2000 through June 30, 2001, County shall pay Contractor TWENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS AND SIXTEEN CENTS (\$24,893.16) per month, not to exceed a maximum of TWO HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS (\$298,718).
  - b. In addition, for the period July 1, 2001 through June 30, 2002, County shall pay Contractor TWENTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$27,382.50) not to exceed THREE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED NINETY DOLLARS (\$328,590).

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

1. County shall pay Contractor as follows:
  - a. For the period July 1, 2000 through June 30, 2001, County shall pay Contractor TWENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND THIRTY-FOUR CENTS (\$24,999.34) per month, not to exceed a maximum of TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-TWO DOLLARS (\$299,992).

- b. In addition, for the period July 1, 2001 through June 30, 2002, County shall pay Contractor TWENTY-SEVEN THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND TWENTY-FIVE CENTS (\$27,499.25) not to exceed THREE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED NINETY-ONE DOLLARS (\$329,991).

CHANGE #7: Effective July 1, 2001, delete Sections III. and IV. in total from Exhibit A.

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

1. County shall pay Contractor as follows:
  - a. For the period July 1, 2000 through June 30, 2001, County shall pay Contractor EIGHT THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS AND FIFTY CENTS (\$8,794.50) per month, not to exceed a maximum of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$105,534).
  - b. In addition, for the period July 1, 2001 through June 30, 2002, County shall pay Contractor NINE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS AND NINETY-ONE CENTS (\$9,673.91) not to exceed ONE HUNDRED SIXTEEN THOUSAND EIGHTY-SEVEN DOLLARS (\$116,087).

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

1. The Agreement of July 11, 2000 be 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 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: \_\_\_\_\_

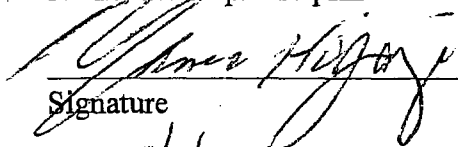
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

DAYTOP VILLAGE, INC.

By: Yasser Hijazi, Sr. VP.  
Name, Title please print

  
Signature

Date: 8/1/01

Contractor's Tax I.D. No. 22-2923921

**EXHIBIT B**  
**Outcome Based Management and Budgeting Responsibilities**  
**DAYTOP VILLAGE, INC.**  
**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: Daytop Village, INC  
 Contact Person: Orville Roache  
 Address: 631 Woodside Rd  
Redwood City, CA 94061  
 Phone Number: 650-364-7988 Fax Number: 650-364-7987

2001 MAY 21 2:07  
 HUMAN SERVICES AGENCY  
 ALCOHOL & DRUG SERVICES

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 17 day of May, 2001 at Redwood City CA, Calif.  
 (City) (State)

[Signature]  
 Signature  
Director of Operations  
 Title

Orville Roache  
 Name (Please Print)  
22-2523921  
 Contractor Tax Identification Number

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: June 6, 2001

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: Daytop Village, Inc.

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTRACTED Yes  
TIME?

DUTIES:

Provides residential alcohol and drug treatment services to adults and adolescents.

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

Remarks/Comments:

Daytop Village also rents property from the County of San Mateo. I am attaching a copy of the insurance requirements from their current contract for your information and review. Please make changes to the contract language as necessary.

Signature:

*Priscilla Morse*  
Risk Management

*done gm*

*Pls. note the language change*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/15/20

PRODUCER (408)985-7171 FAX (408)241-5669  
**Stateco Insurance Services**  
 350 S. Saratoga Avenue  
 San Jose, CA 95129

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 **Daytop Village, Inc.,**  
**Daytop Village Foundation Incorporated**  
 54 West 40th Street 6th Floor  
 New York, NY 10018-0000

INSURER A: **Legion Insurance Company**  
 INSURER B: **Wausau**  
 INSURER C: **National Union**  
 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 type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP21208726	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000, FIRE DAMAGE (Any one fire) \$ 100, MED EXP (Any one person) \$ 5, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 3,000, PRODUCTS - COMP/OP AGG \$ 2,000,								
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP21208726	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, 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 \$								
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UM21208727	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 5,000, AGGREGATE \$ 5,000, \$ \$ 30,000, \$ 30,000,								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	081202006252	03/20/2001	03/20/2002	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	E.L. DISEASE - POLICY LIMIT	\$ 1,000,
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 1,000,												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,												
A	OTHER Blanket Real Property & Pers.Prop/Equipment	CP21208726 4688990	07/01/2001 07/01/2001	07/01/2002 07/01/2002	Blanket Limit: \$84,258,637 Fiduciary Limit: \$3,500,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is named as Additional Insured

Ten (10) Days notice of Cancellation for Non-payment of Premium.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of San Mateo Alcohol & Drug Services 400 Harbor Blvd. Belmont, CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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: <i>[Signature]</i>

## **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.