

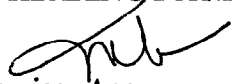
**COUNTY OF SAN MATEO  
Interdepartmental Correspondence**

DATE: February 6, 2001

HEARING DATE: February 13, 2001

**TO:** Honorable Board of Supervisors

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



**SUBJECT:** First Amendment to the Fiscal Year 2000/02 Agreement with Asian American Recovery Services

Recommendation

Adopt a resolution authorizing the President of the Board to execute a First Amendment to the two-year agreement with Asian American Recovery Services.

Background:

On March 9, 1999 Alcohol and Drug Services (ADS) released a Request for Proposals (RFP) for alcohol and drug treatment expansion services in anticipation of new treatment funds for FY 1999-2000. Asian American Recovery Services (AARS) submitted a proposal in the amount of \$190,043 to start a new six-bed residential treatment program. AARS has special experience and expertise in working with Asian and Pacific Islander populations. The RFP review panel did not recommend funding the proposal at that time because of funding constraints, but made a strong recommendation to fund the AARS proposal if future resources became available. At the time they submitted their proposal, AARS had located a potential site for the program. However, since their proposal was not funded through the RFP process, they were not able to secure that site.

In the budget process for FY 2000-2001, the Human Services Agency (HSA) budgeted \$190,000 in Agency fund balance for the AARS residential program in recognition of the priority need for these culturally specific services. There are currently no residential or intensive outpatient treatment services in the County specifically designed for the Asian and Pacific Islander population.

AARS experienced more difficulty than anticipated in locating a new site suitable for the program that would fit within budgetary constraints. Due to the increased cost and limited availability of appropriate sites for residential services, AARS anticipates that ongoing expenses for a small residential facility will significantly exceed the original projections. A six-bed residential facility would accommodate twelve participants annually; however, the cost of the program is anticipated to be twice the amount of the original proposal. The Alcohol and Drug Services Manager and AARS program development staff determined that it is not realistic to initiate residential services at this time.

Recognizing the need to address the existing gap in services to the target population, AARS met with ADS staff to explore alternatives. It was agreed that the target population could benefit from the intensive outpatient modality. AARS proposed providing services to fifteen individuals annually through the intensive outpatient modality while keeping program costs within the constraints of available funding. If, in the future, the Contractor is able to locate an appropriate site and leverage additional funding, ADS and AARS will evaluate the possibility of transitioning from intensive outpatient to residential services, or expanding to include both treatment modalities.

Discussion:

AARS will provide an intensive outpatient program to a minimum of fifteen individuals per year. Each individual will participate in the program for three to four hours per day, five days per week for six months. These services will emphasize elements such as family involvement, cultural enrichment and spiritual engagement. ADS staff will work with AARS in their efforts and will closely monitor the effectiveness of the intensive outpatient treatment services in meeting the needs of the target population.

Additionally, ADS staff are in the process of negotiating a second amendment to the 2000-02 agreement with AARS which will decrease the CalWORKs nonresidential services in order to reallocate unexpended CalWORKs funds within the County treatment system.

Alcohol and Drug Services is the Human Services Agency's Outcome Based Management (OBM) Pilot for FY 2000-2001. ADS contracted treatment service providers, including AARS, are collecting baseline data this year, utilizing the Addiction Severity Index (ASI) to assess clients when entering treatment and at three and nine months post-intake. Below are the Performance Measures included in the OBM plan.

<b>Outcome-Based Management Performance Measures</b>	<b>Fiscal Year 2000-2001</b>	<b>Fiscal Year 2001-2002</b>
Percent of clients reducing, or abstaining from, alcohol and drug use at 3 months and 9 months post-intake.	Baseline data to be collected in FY 2000-2001.	Projection to be developed from FY 2000-2001 baseline.
Percent of clients detained or incarcerated or awaiting charges, trial or sentencing at 3 months and 9 months post-intake.	Baseline data to be collected in FY 2000-2001.	Projection to be developed from FY 2000-2001 baseline.
Percent of clients employed at 3 months and 9 months post-intake.	Baseline data to be collected in FY 2000-2001.	Projection to be developed from FY 2000-2001 baseline.

The resolution and agreement have been reviewed and approved by County Counsel's office.

Fiscal Impact:

The amendment increases the maximum contract obligation for the two-year period from the original contract obligation of \$286,926 to the new total of \$666,926. Of the \$380,000 increase, \$190,000 is included in the budget for FY 2000-01 using Agency Fund Balance; and \$190,000 is budgeted using ongoing funding sources for the period July 1, 2001 through June 30, 2002. There is no additional net County cost for FY 2000-2001.

Esther Lucas, ext. 6432  
cc: Penny Bennett, Deputy County Counsel

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE  
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 a two-year  
agreement with Asian American Recovery Services to provide alcohol and drug recovery services;  
and

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

WHEREAS, this Board has been presented with a form of a First Amendment to the  
Agreement and has examined and approved it as to both form and content and desires to enter  
into said First Amendment to the Agreement:

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  
Agreement 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 AGREEMENT WITH  
ASIAN AMERICAN RECOVERY SERVICES FOR  
ALCOHOL AND DRUG RECOVERY SERVICES

This Amendment, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and ASIAN  
AMERICAN RECOVERY SERVICES (hereinafter called "Contractor");

W I T N E S S E T H:

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

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

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

**1. Change #1: Delete Paragraph 3.A. Maximum Amount and insert the new  
Paragraph 3.A. to read as follows:**

A. Maximum Amount. In full consideration of Contractor's performance of  
the services described in Exhibits A through B, the amount that the County shall be obligated to  
pay for services rendered under this Agreement shall not exceed SIX HUNDRED SIXTY SIX  
THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS (\$666,926) 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:

July 1, 2001 through June 30, 2001

Org#s:	74136	74132	74136	74136	74136	74136	
Acct#s:	6163	6163	6163	6163	6163	6163	6163
	A&D	Cal-	Cnty	Cnty	Cnty	Cnty	Cnty
	Nonres	WORKS	Trmt	Intensive OP	Fund	Fund	
		Nonres	Readi	Nonres	Start-up**	Intensive OP***	Total
Total Estimated Gross Program Cost	\$92,730	\$10,733	\$19,075	\$20,925	\$ 7,257	\$184,458	\$335,178
*Less Estimated Other Revenue	-0-	-0-	-0-	-0-	-0-	\$ 1,715	\$ 1,715
Maximum County Contract Obligation	\$92,730	\$10,733	\$19,075	\$20,925	\$ 7,257	\$182,743	\$333,463

July 1, 2001 through June 30, 2002

Org#s:	74136	74132	74136	74136	74136	
Acct#s:	6163	6163	6163	6163	6163	6163
	A&D	Cal-	Cnty	Cnty	Cnty	Cnty
	Nonres	WORKS	Trmt	Fund	Fund	
		Nonres	Readi	Nonres	Intensive OP	Total
Total Estimated Gross Program Cost	\$92,730	\$10,733	\$19,075	\$20,925	\$192,940	\$336,403
*Less Estimated Other Revenue	-0-	-0-	-0-	-0-	\$ 2,940	\$ 2,940
Maximum County Contract Obligation	\$92,730	\$10,733	\$19,075	\$20,925	\$190,000	\$333,463

\* Estimated Other Revenue consists of estimates of one (1) or more of the following third-party payments, client fees, prior year's excess fees, donations, fundraising proceeds, in-kind contributions and other grants.

\*\*Start-up for County funded intensive outpatient services begins December 1, 2000.

\*\*\*Ongoing County funded intensive outpatient services begin December 1, 2000

2. **Change #2: Insert the new Section III into Exhibit B to read as follows:**

**III. COUNTY-FUNDED INTENSIVE OUTPATIENT ALCOHOL AND DRUG TREATMENT SERVICES:**

**A. County-Funded Intensive Outpatient Alcohol and Drug Treatment Start-up Activities:**

Contractor will complete activities necessary for start-up of Contractor's new intensive outpatient alcohol and drug services. Start-up activities may include but are not limited to: acquisition and furnishing of site; program licensing/certification; recruitment, hiring and training program staff.

**B. Ongoing County-Funded Intensive Outpatient Alcohol and Drug Treatment Units of Service Fiscal Year 2000-2001 (December 1, 2000 through June 30, 2001):**

Admit to Contractor's County-funded intensive outpatient alcohol and drug treatment program a minimum of seven (7) program participants who meet the population criteria identified in Contractor's revised program proposal dated November 16, 2000. Provide a minimum of three hundred ninety (390) hours of intensive outpatient alcohol and drug treatment services to be allocated by Contractor among a

minimum of seven (7) program participants set forth above.

C. Ongoing County-Funded Intensive Outpatient Alcohol and Drug Treatment Units of Service Fiscal Year 2001-2002 (July 1, 2001 through June 30, 2002):

Admit to Contractor's County-funded intensive outpatient alcohol and drug treatment program a minimum of fifteen (15) program participants who meet the population criteria identified in Contractor's revised program proposal dated November 16, 2000. Provide a minimum of seven hundred eighty (780) hours of intensive outpatient alcohol and drug treatment services to be allocated by Contractor among a minimum of fifteen (15) program participants set forth above.

D. Ongoing County-Funded Intensive Outpatient Alcohol and Drug Treatment Services: Contractor's basic County-funded intensive outpatient alcohol and drug treatment program shall include, but not be limited to:

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, relapse prevention and case management services for each program participant.
2. Provide structured treatment services three (3) to four (4) hours per day, five (5) days per week, including, but not be limited to the following:
  - a. Psychoeducational/relapse prevention
  - b. Process/counseling group
  - c. Personal/vocational skills group
  - d. Expressive arts
  - e. Supervised AA/NA/12-step group meetings
  - f. Acupuncture/meditation Group
  - g. Individual counseling
  - h. Home visits/family meetings
  - i. Drug-free recreational activities
3. Over the period December 1, 2000 through June 30, 2001, Contractor will provide a total of three thousand three hundred sixty-one (3,361) hours of staff availability dedicated to intensive outpatient alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time.

4. Over the period July 1, 2001 through June 30, 2002, Contractor will provide a total of four thousand six hundred forty-three (4,643) hours of staff availability dedicated to intensive outpatient alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time.

E. County-Funded Intensive Outpatient Alcohol and Drug Treatment Payment Schedule:

In full consideration of the County-funded intensive outpatient alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 hereinabove, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of Human Services or her designee:

1. Program Start-up:

County shall pay Contractor SEVEN THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS (\$7,257) for County-funded intensive outpatient alcohol and drug treatment start-up activities described in Section III.A. of Exhibit B. Payment shall be made upon approval of this amendment and review and approval of itemized statement, including receipts for start-up costs, by the Alcohol and Drug Services Manager or her designee.

2. Ongoing Services December 1, 2000 through June 30, 2001:

In addition, County shall pay Contractor TWENTY SIX THOUSAND ONE HUNDRED SIX DOLLARS (\$26,106) per month, for the months of December, 2000 through June, 2001, not to exceed a maximum contract obligation of ONE HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS (\$182,743). This is the portion of the contract designated for ongoing County-funded intensive outpatient alcohol and drug treatment services provided from December 1, 2000 to June 30, 2001.

3. Ongoing Services July 1, 2001 through June 30, 2002:

County shall pay Contractor FIFTEEN THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$15833.33) per month, not to exceed a

maximum contract obligation of ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000) for the term of the Agreement. This is the portion of the contract designated for ongoing County-funded intensive outpatient alcohol and drug treatment services provided from July 1, 2001 to June 30, 2002.

4. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.
5. Payment procedures are outlined in Attachment 4, hereinbelow.



3. All provisions of the original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall remain in full force and effect except as amended hereby.

4. 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

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

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

ATTEST:

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

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

ASIAN AMERICAN RECOVERY SERVICES

JOE LAPING, Assoc. Director  
Name, Title - Print

Joe Laping  
Signature

Date: January 23, 2001

Contractor's Tax I.D. #  
94-3007538

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

# ACORD CERTIFICATE OF INSURANCE

DATE WRITTEN  
10 28 00

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

**INSURED**  
**ASIAN AMERICAN RECOVERY SERVICES INC.**  
 965 MISSION STREET, SUITE 325  
 SAN FRANCISCO CA 94103

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 INSURANCE COMPANIES

COMPANY B HARTFORD INSURANCE COMPANY

COMPANY C VILLANOVA INSURANCE COMPANY

COMPANY D

**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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	RENEWAL OF PHPG 302257	09-20-00	09-20-01	GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
					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	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	RENEWAL OF PHPG302257	09-20-00	09-20-01	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC2-1254189	01-27-00	01-27-01	<input checked="" type="checkbox"/> STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
A	OTHER PROFESSIONAL LIABILITY	RENEWAL OF PHPG 302257	09-20-00	09-20-01	\$1,000,000. - OCCURRENCE
		CBB HS3292	01-05-00	01-05-01	\$3,000,000. - AGGREGATE
B	EMPLOYEE DISHONESTY				\$475,000. LIMIT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 \*SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR.

**CERTIFICATE HOLDER**

COUNTY OF SAN MATEO  
 ATTENTION: LAURA MARTEL  
 ALCOHOL & DRUG SERVICES  
 400 HARBOR BLVD., BLDG. C  
 BELMONT, CA. 94002

**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  
 ERNEST BLOOMFIELD *Ernest Bloomfield*