

COUNTY OF SAN MATEO
Departmental Correspondence

Date February 13, 2001
Hearing Date: February 27, 2001

TO: Honorable Board of Supervisors
FROM: John Conley, Deputy Director, Public Health
SUBJECT: Amendment with Community Dental Care, Inc.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Community Dental Care, Inc., a California Nonprofit Corporation, to continue to provide dental services for San Mateo County AIDS Program clients.

Background

The San Mateo County AIDS Program was awarded \$175,876 in Ryan White CARE Act funds for the 12 month period, March 1, 2000 through February 28, 2001, for the purpose of providing dental care to people with HIV/AIDS.

A large percentage of AIDS Program clients have major dental problems impacting on their already compromised immune systems. Dental care ensures that people with HIV obtain maximum nutrition and avoid sources of infection, making it an integral part of their primary medical care.

Community Dental Care (CDC), a nonprofit corporation, has provided dental services for people with HIV since 1994. In December 2000, the AIDS Program issued a Request for Proposals (RFP) for these services. CDC was the only proposal received in response to this RFP.

Discussion

Based on CDC's performance in the current contract period, an independent review panel decided that reissuing the RFP would be beneficial to the AIDS Program's needs. Recently, CDC has had difficulty in filling staff positions, and has not been able to provide dental services for two-and-one-half months of the contract year. The AIDS Program subsequently met with the Executive Director of Community Dental Care to discuss these issues. After a reassessment of the proposed program and service requirements, the AIDS Program decided that, in lieu of writing a new contract, it would extend CDC's existing contract until the end of the fiscal year.

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At that time, it will be decided whether or not to renew CDC's contract for another year or reissue the RFP. The willingness to enter into this extension was contingent upon CDC resuming the provision of dental services no later than February 2, 2001. Services did resume on that date.

Term and Fiscal Impact

The term of the agreement has been extended four months, from March 1, 2001 through June 30, 2001. This amendment has been approved by County Counsel.

The maximum amount of funding for this agreement is increased by \$58,625, from \$175,876 to \$234,501. Funding for this contract is provided through the Ryan White CARE Act, Title I. There is no net county cost.

RECOMMENDED



HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT
TO THE AGREEMENT WITH COMMUNITY DENTAL CARE, INC.,
A CALIFORNIA NONPROFIT CORPORATION

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Amendment to the Agreement, reference to which is hereby made for further particulars, whereby Community Dental Care, Inc., a California Nonprofit Corporation, shall continue to provide dental services for San Mateo County AIDS Program clients; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President, of this Board of Supervisors be, and is hereby authorized and directed to execute said 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.

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO (hereinafter called 'County') and COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION, (hereinafter called 'Contractor'),

W I T N E S S E T H.

WHEREAS, on February 29, 2000, 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:

1 Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows

“2. Payments

A Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A and in accordance with payment schedule as set forth in Schedule B, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED ONE DOLLARS (\$234,501) for the contract term ”

2 Section 13, Term of the Agreement, of the Original Agreement is hereby amended to read as follows.

“13 Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2000 through June 30, 2001. This Agreement may be terminated in accordance with Schedule A, Section I, Services, paragraph F In addition,

this Agreement may be terminated by Contractor, Director of Health Services or her designee at any time, with or without cause, upon thirty (30) days' written notice to the other party."

3. Schedule A, Section I, Services, paragraph C, is hereby amended to read as follows:

"C. Contractor shall provide a minimum of one (1) four (4) hour clinic twice per week."

4. Schedule A, Section I, Services, paragraphs E and F are hereby added to the Original Agreement as follows.

"E Provide evidence of Denti-Cal billing to show compliance with Schedule A, Section I, Services, paragraph B. This evidence shall be submitted to County no later than March 1, 2001, and on a monthly basis thereafter

F Provide consistent and reliable service throughout the term of this Agreement. If Contractor misses more than two (2) clinics between February 1, 2001 and June 30, 2001, County reserves the option to terminate its contract with Contractor within twenty-four (24) hours of notice."

5. Schedule B, Payments, of the Original Agreement is hereby amended to read as follows.

"SCHEDULE B

COMMUNITY DENTAL CARE, A CALIFORNIA NONPROFIT CORPORATION
MARCH 1, 2000 – JUNE 30, 2001

PAYMENTS

County shall compensate Contractor for the services stated in Schedule A in payments for UOS provided, beginning March 1, 2000 and ending June 30, 2001. Each UOS will be paid at ONE HUNDRED TEN DOLLARS (\$110). Payments shall be paid upon approval of invoice, and satisfactory project and fiscal reporting as solely determined by the AIDS Program Director or his designee. The last payment shall be withheld until all UOS are accounted for. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable.

The maximum amount of payments for the term of this Agreement is TWO HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED ONE DOLLARS (\$234,501) "

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 of February 29, 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

COMMUNITY DENTAL CARE, INC.,
A CALIFORNIA NONPROFIT CORPORATION

By _____
President, Board of Supervisors

By. Gene Gowdey, DDS, MA

Date _____

Date: 2/3/01

ATTEST

By. _____
Clerk of Said Board

Date: _____