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COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: **APR 11 2001**  
HEARING DATE: **APR 24 2001**

TO: Honorable Board of Supervisors

FROM: Beverly Abbott, Director, Mental Health Services  
*Beverly Abbott*

SUBJECT: Second Amendment to the Agreement with Anthony and Prema Thekkek,  
dba Burlingame Hacienda

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute a second amendment to the agreement with Anthony and Prema Thekkek, dba Burlingame Hacienda

Background

Since December 17, 1985, you have approved a resolution authorizing expenditures for residential care facilities serving mentally ill clients

Consistent with the Mental Health Services Division Plan, contracts are offered to any qualified provider. As required in this process, a public notice is published every year to solicit applications for new providers.

Discussion

This contractor provides residential care for difficult to place mental health clients. In October 2000, this contract was amended to increase the number of beds from 10 to 12 due to the sale and closure of a board and care facility and the need to purchase additional housing for the clients of this board and care. This amendment will further increase the number of beds from the current 12 that we have to 17, effective November 2000. This increase is necessary due to the sale of another board and care facility and the immediate need to purchase additional housing for their clients.

Term

The term of the agreement remains unchanged, from July 1, 1998 through June 30, 2001. The second amendment has been reviewed and approved by Risk Management and County Counsel.

Honorable Board of Supervisors  
Amendment/Anthony and Prema Thekkek,  
dba Burlingame Hacienda  
Page 2

Fiscal Impact

The agreement is being increased by \$14,570 for a maximum amount of \$159,777 for the term of the agreement (if all beds are utilized) The contractor is only paid for the actual number of beds used. The cost of \$67,022 for FY 00-01 has been included in the Mental Health Services approved budget. Sales tax through realignment will cover 81% or \$54,288 of the cost. The remaining \$12,734 represents the net county cost

**RECOMMENDED**

  
HEALTH SERVICES DEPARTMENT

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

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

\*\*\*\*\*

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO  
THE AGREEMENT WITH ANTHONY AND PREMA THEKKEK,  
DBA BURLINGAME HACIENDA

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 a Second Amendment to the Agreement, reference to  
which is hereby made for further particulars, whereby Anthony and Prema  
Thekkek, dba Burlingame Hacienda, shall provide residential board and care  
services for County mental health clients, and

WHEREAS, this Board has been presented with the Second 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 Second 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  
signatures thereto

SECOND AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called County') and ANTHONY AND PREMA THEKKEK, DBA, BURLINGAME HACIENDA (hereinafter called Contractor ),

W I T N E S S E T H.

WHEREAS, on September 29, 1998, the parties hereto entered into an agreement (hereinafter referred to as the Original Agreement ) and was first amended on October 17, 2000, 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 a second time;

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, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$159,777) for the contract term ”

2 Schedule B, Payments Schedule, paragraph 1, of the Original Agreement is hereby amended to read as follows

“1. County shall pay Contractor for up to a maximum of seventeen (17) beds per month according to the following rates of payment.”

3 Schedule B, Payments Schedule, paragraph 3, of the Original Agreement is hereby amended to read as follows.

“3. Notwithstanding the method set forth herein for determining amounts due Contractor in consideration of services provided, in no event shall County pay or be obligated to pay to Contractor more than the sum of ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$159,777) for services. This amount reflects the maximum allowable for the contract term. It is understood that the monthly amounts may vary, and that client eligibility for this program may change throughout the course of the year.”

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 September 29, 1998, 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

ANTHONY AND PREMA THEKKEK,  
DBA BURLINGAME HACIENDA

By: \_\_\_\_\_  
Michael D Nevin, President  
Board of Supervisors, County of San Mateo

By: Anthony P. Thekkek

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

Date: 4-3-01

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: July 10, 1998

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Anthony & Prema Thekkek, dba Burlingame Hacienda

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker s Compensation:	\$Yes

APPROVE X WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS.

~~need proof of  
WC coverage~~

*Priscilla Morse*  
SIGNATURE

RISK MANAGEMENT  
JUL 13 1998  
P. MORSE

ATTN: PAT SIMONI

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 05/15/2000
PRODUCER (650)328-1300 MBO Insurance Brokers Inc License #0621959 855 Oak Grove Ave Menlo Park CA 9402	(650)853-3881	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.
INSURED Care Systems Inc DBA. Burlingame Hacienda 1012 El Camino Real Burlingame, CA 94010		INSURERS AFFORDING COVERAGE
		INSURER A Valley Forge Insurance 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 LIMIT SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	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 OCCUR <input checked="" type="checkbox"/> Professional Lab \$1,000,000 GEN'L AGGREGATE LIMIT / POLICY PERIOD <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LHH1095804060	05/20/2000	05/20/2001	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/CONTINGENCIES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Evidence of coverage only

Copy

CERTIFICATE HOLDER	ADDITIONAL INSURED	INSURER LETTER	CANCELLATION
COUNTY OF SAN MATEO HEALTH SERVICE AGENCY 225 W 37TH AVENUE SAN MATEO, CA 94403			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 William Jordan/WAJ <i>[Signature]</i> <i>[Signature]</i>

ACORD 25-S (7/97)

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**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS COMPENSATION INSURANCE**

ISSUE DATE 01-01-01

POLICY NUMBER 781-01 UNIT 0000114  
CERTIFICATE EXPIRES 01-01-02

SB 155 PROGRAM  
SAN MATEO COUNTY MENTAL HELP ATTN: M. ROSAKES  
225 WEST 37TH AVE.  
SAN MATEO CA 94403

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. Bollier*  
PRESIDENT

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

EMPLOYER

LEGAL NAME

CARE SYSTEMS, INC.  
1014 EL CAMINO REAL  
BURLINGAME CA 94010

CARE SYSTEMS, INC.

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