

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: MAY 18 2001
HEARING DATE JUN 05 2001

TO: Honorable Board of Supervisors
FROM: Beverly Abbott, Director, Mental Health Services
SUBJECT: Amendment to the Agreement with YMCA of San Francisco. Peninsula Family Branch, dba North Peninsula Family Alternatives Center Program

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with YMCA of San Francisco Peninsula Family Branch, dba North Peninsula Family Alternatives Center Program (NPFA) for the provision of mental health services for the Juvenile Sexual Responsibility (JSR) Program and the Mental Health Plan (MHP) Outpatient Services Program.

Background/Discussion

NPFA has provided a Juvenile Sexual Responsibility (JSR) Program for the past nine years. In February 1998, NPFA was selected to continue to provide juvenile sexual responsibility services to approximately 40 youth per year through a Request for Proposal (RFP) process. Youth referred to the juvenile sexual responsibility program are sex offenders under supervision by the courts and probation. Mental health services offered by the program include assessment, referral, specialized group therapy, family therapy and educational groups, crises intervention and case management. NPFA was selected because of its expertise, knowledge of the community, and successful outcomes (e.g., low recidivism, helping youth avoid out-of-home placement).

JSR services have been provided under a three-agency collaborative funding agreement (Probation, Human Service Agency, and Health Services). A fourth department, the Sheriff's Office, joined this partnership through a two-year, \$100,000 grant from the Peninsula Foundation awarded in September, 1998. Mental Health Services' has managed this contract since September 1998. Additional services funded by the Peninsula Foundation grant include mobile services for Coastside, East Palo Alto, and the North Fair Oaks community; family therapy services, and aftercare services.

In May 1998, NPFA was selected through an RFP to continue to provide services to both youth and adults under the MHP. Under the MHP, NPFA provides treatment and support services to Medi-Cal or Healthy Families eligible youths and their families. Mental health services offered by the program include clinical assessment, and individual, family and group therapy

This agreement is being amended to increase the NPFA contract payment limit to include a COLA for contract year 2000-01 and the full year extension of the Peninsula Community Foundation grant.

Goals and Objectives

The following are the objectives and actual outcomes for 1999-00 and the objectives for 2000-01:

Outcome Measures	1999-00 Objective	1999-00 Actual	2000-01 Objective
JSR Program Youth served shall not re-offend (sex offense) during time between four months after admission and two years after completing the program	At least 85%	97%	At least 85%
MHP Outpatient Services Maximum percent of individuals served who are admitted to a psychiatric emergency service unit between the time of intake and a year after intake	5%	5%	5%

Term

This agreement is effective from July 1, 1998 through June 30, 2001 County Counsel has reviewed and approved the form of this agreement. Risk Management has reviewed and approved the contractor's insurance coverage The agreement is being submitted late due to staff turnover and shortage of staff available to process the volume of Mental Health contracts

Fiscal Impact

The total cost for the three-year term of the agreement is \$659,277 The 2000-01 cost of \$229,297 has been included in the 2000-01 Mental Health Services' budget An amount of \$50,000 is funded by the Peninsula Community Foundation grant through the Sheriff's Office The Human Services Agency provides \$19,964 and the Probation Department provides \$19,964 It is projected that the contractor will receive \$59,719 in federal Medi-Cal revenues. The remaining cost is \$79,650. Sales tax provided through realignment covers 81% or \$64,517 The remaining \$15,133 is 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 YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH PENINSULA FAMILY ALTERNATIVES CENTER PROGRAM (NPFA)

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 YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives Center Program (NPFA) shall provide mental health services for the Juvenile Sexual Responsibility (JSR) Program and the Mental Health Plan (MHP) Outpatient Services Program; 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 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 YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH PENINSULA FAMILY ALTERNATIVES, FOR MENTAL HEALTH SERVICES TO CHILDREN AND YOUTH (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on November 17, 1998, 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 the 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, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$659,277).

SCHEDULE A, Section I.B of the Original Agreement is hereby amended to read.

- B Provide a total of three hundred eighty-six thousand forty-four (386,044) minutes of services, of which an estimated seventy-seven thousand (77,000) minutes are Medi-Cal reimbursable between July 1, 1998 through June 30, 2001

SCHEDULE B, Section I of the Original Agreement is hereby amended to read:

A Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FOUR HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED SEVENTY SEVEN (\$434,277) DOLLARS for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 1998 through June 30, 2001.

1. For contract year July 1, 1998 through June 30, 1999, County shall pay Contractor at a rate of ONE DOLLAR SIXTEEN CENTS (\$1.16) per minute of service not to exceed ONE HUNDRED THIRTY THREE THOUSAND EIGHT HUNDRED FOUR (\$133,804) DOLLARS or one hundred fifteen thousand three hundred forty eight (115,348) total minutes.
2. For contract year July 1, 1999 through June 30, 2000, County shall pay Contractor at a rate of ONE DOLLAR EIGHT CENTS (\$1.08) per minute of service not to exceed ONE HUNDRED FORTY SIX THOUSAND ONE HUNDRED SEVENTY SIX (\$146,176) DOLLARS or one hundred thirty five thousand three hundred forty eight (135,348) total minutes
3. For contract year July 1, 2000 through June 30, 2001, County shall pay Contractor at a rate of ONE DOLLAR FOURTEEN CENTS (\$1.14) per minute of service not to exceed ONE HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED NINETY SEVEN (\$154,297) DOLLARS or one hundred thirty five thousand three hundred forty eight (135,348) total minutes

SCHEDULE B, Section III of the Original Agreement is hereby amended to read as follows.

- III In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SIX HUNDRED FIFTY NINE THOUSAND TWO HUNDRED SEVENTY SEVEN (\$659,277) DOLLARS

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.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of November 17, 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 written above.

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date _____

YMCA OF SAN FRANCISCO:
PENINSULA FAMILY BRANCH, DBA
NORTH PENINSULA FAMILY
ALTERNATIVES CENTER PROGRAM

By: Maite Balsing
Balsing

Date March 9, 2001

ATTEST:

By: _____
Clerk of the Board

Date: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: October 22, 1998

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

CONTRACTOR: North Peninsula Family Alternatives

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	<u>\$1,000,000</u>
Motor Vehicle Liability:	<u>\$1,000,000</u>
Professional Liability:	<u>\$1,000,000</u>
Worker's Compensation:	<u>\$Yes</u>

RISK MANAGEMENT

APPROVE OCT 21 1998 WAIVE _____ MODIFY _____

P. MORSE

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
7/1/2000

PRODUCER

AON RISK SERVICES, INC
ONE MARKET, SPEAR TOWER, SUITE 2100
SAN FRANCISCO CA 94105
415-512-6145 CECILIA KAHARA

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 WESTPORT INSURANCE CORP

COMPANY B ROYAL INS CO OF AMERICA

COMPANY C STATE COMPENSATION INS FUND

COMPANY D

INSURED

YMCA OF SAN FRANCISCO
ATTN RISK MGT., LINDA SPACKMAN
44 MONTGOMERY STREET, SUITE 770
SAN FRANCISCO, CA 94104

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	YM20402421	7/1/00	7/1/01	GENERAL AGGREGATE \$ 3 000 000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2 000 000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1 000 000
	<input type="checkbox"/> OWNER S & CONTRACTOR S PROT				EACH OCCURRENCE \$ 1 000 000
					FIRE DAMAGE (Any one fire) \$ 100 000
					MED EXP (Any one person) \$ 10 000
A	AUTOMOBILE LIABILITY	YM20402421	7/1/00	7/1/01	COMBINED SINGLE LIMIT \$ 1 000 000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> PHYSICAL DAMAGE (SCH & HIRED)					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	PHN202953	7/1/00	7/1/01	EACH OCCURRENCE \$ 20 000 000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 20 000 000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
C	WORKER S COMPENSATION AND EMPLOYERS LIABILITY	1574855	7/1/00	7/1/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				EL EACH ACCIDENT \$ 1 000 000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$ 1 000 000
					EL DISEASE - EA EMPLOYEE \$ 1 000 000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS NEGLIGENT ACTS OR OMISSIONS OF NAMED INSURED IN CONNECTION WITH NORTH PENINSULA FAMILY ALTERNATIVES CENTER (JUVENILE SEXUAL RESPONSIBILITY MENTAL HEALTH-MANAGED CARE COUNSELING) PER ENDORSEMENT CG 20 26 1185 ATTACHED

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
DEPARTMENT OF MENTAL HEALTH SERVICES
225 WEST 37TH AVENUE
SAN MATEO CA 94403

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

Russell B. [Signature] 004865000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED---DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

COUNTY OF SAN MATEO

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you

RE. NORTH PENINSULA FAMILY ALTERNATIVES CENTER JUVENILE SEXUAL RESPONSIBILITY

ACORD. EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
7/1/2000

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY

PRODUCER Aon Risk Services of No. California, Inc One Market, Spear Tower, Suite 2100 San Francisco, CA 94105	PHONE (A/C, No, Ext) 415-512-6145	COMPANY WESTPORT INSURANCE CORP.
CODE AGENCY CUSTOMER ID # INSURED	SUB CODE YMCA OF SAN FRANCISCO ATTN: RISK MGT., LINDA SPACKMAN 44 MONTGOMERY STREET, SUITE 770 SAN FRANCISCO, CA 94104	LOAN NUMBER POLICY NUMBER YM20402421 EFFECTIVE DATE 07/01/00 EXPIRATION DATE 07/01/01 CONT NUED UNTIL TERM NATED F CHECKED THIS REPLACES PRIOR EVIDENCE DATED 004865000

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PENINSULA FAMILY YMCA BRANCH

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCT BLE
BLANKET BUILDINGS AND BLANKET PERSONAL PROPERTY INSURED FOR RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD AND SUBJECT TO ADDITIONAL POLICY TERMS CONDITIONS AND EXCLUSIONS SUBJECT TO REPLACEMENT COST VALUATION AND AGREED AMOUNT ENDORSEMENT		
BUILDINGS	\$7 300 000	1 000
PERSONAL PROPERTY	\$575 000	1,000

REMARKS (Including Special Conditions)

BUILDINGS MEANS: THE BUILDING OR STRUCTURE DESCRIBED IN THE DECLARATIONS INCLUDING: (IF NOT COVERED BY OTHER INSURANCE)

- (A) ADDITIONS UNDER CONSTRUCTION ALTERATIONS AND REPAIRS TO THE BUILDING OR STRUCTURE;
- (B) MATERIALS EQUIPMENT SUPPLIES AND TEMPORARY STRUCTURES ON OR WITHIN 100 FEET OF THE DESCRIBED PREMISES, USED FOR MAKING ADDITIONS, ALTERATIONS OR REPAIRS TO THE BUILDING OR STRUCTURE.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS FORMS AND RULES IN EFFECT FOR EACH POLICY PERIOD SHOULD THE POLICY BE TERMINATED THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW

ADDITIONAL INTEREST

NAME AND ADDRESS

COUNTY OF SAN MATEO
 DEPARTMENT OF YOUTH AND FAMILY SERVICES
 255 WEST 37TH AVENUE
 SAN MATEO CA 94403

MORTGAGEE	ADDITIONAL INSURED
LOSS PAYEE	
LOAN #	
AUTHORIZED REPRESENTATIVE 	