
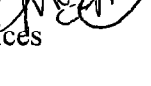


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: May 2, 2001

HEARING DATE: June 5, 2001

TO: Honorable Board of Supervisors

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

SUBJECT: Second Amendment to the Fiscal Year 2000/01 Agreement with El Centro de Libertad

RECOMMENDATION

Adopt a resolution authorizing execution of a second amendment to the fiscal year 2000/01 agreement with El Centro de Libertad in the amount of \$30,419.

Background:

On June 20, 2000, the Board approved Resolution 63713 which authorized execution of the fiscal year 2000/01 agreement with El Centro de Libertad (El Centro) in the amount of \$224,243 for the provision of alcohol and drug treatment services and authorized the Director of the Human Services Agency to execute amendments and minor modifications up to \$25,000 per agreement. As was the case with many of the alcohol and drug treatment providers, El Centro was awarded both one-year (2000/01) and two-year (2000/02) agreements. This is a second amendment to the one-year agreement.

The first amendment to the fiscal year 2000/01 agreement with El Centro added Outcome Based Management (OBM) support services in the amount of \$8,083. The first amendment was executed by the Human Services Agency Director on November 10, 2000.

Discussion:

Originally the Net Negotiated Amount (NNA) South County Drug Court grant was scheduled to sunset on February 28, 2001. A mid-year analysis of the Drug Court funded alcohol and drug treatment services identified unexpended funds in some programs due to lower referrals to those programs than was originally anticipated. A request to roll over unexpended funds and extend the grant through June 30, 2001 was approved by the State Alcohol and Drug Programs (ADP). These unexpended funds are being reallocated to those programs which have over performed, or are expected to over perform by the end of fiscal year 2000/01.

This second amendment adds \$30,419 for 1,084 additional hours of alcohol and drug treatment to serve fifteen additional individuals in El Centro's NNA South County Drug Court nonresidential alcohol and drug treatment program

The resolution and second amendment to the fiscal year 2000/01 agreement with El Centro have been reviewed and approved by County Counsel's office.

Fiscal Impact:

The term of the second amendment is from July 1, 2000 through June 30, 2001. The revised contract obligation of \$45,856 for Net Negotiated Amount (NNA) South County Drug Court nonresidential alcohol and drug treatment services is from existing NNA Drug Court funds. This second amendment increases the total contract obligation to \$262,745. There is no Net County Cost associated with this second amendment.

Jane Marks, ext 6418

RESOLUTION NO _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE FISCAL YEAR 2000/01 AGREEMENT WITH EL CENTRO DE LIBERTAD

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

WHEREAS, on June 20, 2000 the County of San Mateo entered into a one-year agreement with El Centro de Libertad for the furnishing of alcohol and drug treatment services as set forth in that agreement, and

WHEREAS, on November 10, 2000 the Human Services Agency Director signed a first amendment to the fiscal year 2000/01 agreement with El Centro de Libertad, and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the fiscal year 2000/01 agreement; and

WHEREAS, this Board has been presented with a form of a second amendment to the fiscal year 2000/01 Agreement with El Centro de Libertad and has examined and approved it as to both form and content and desires to enter into the second 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 second amendment to the fiscal year 2000/01 agreement with El Centro de Libertad for and on behalf of the County of San Mateo. and the Clerk of this Board shall attest the President's signature thereto.

SECOND AMENDMENT TO THE FISCAL YEAR 2000/01 AGREEMENT WITH
EL CENTRO DE LIBERTAD
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") and EL CENTRO
DE LIBERTAD (hereinafter called "Contractor")

WITNESSETH

WHEREAS, on June 20, 2000 the parties hereto entered into a one-year agreement for the
furnishing of certain services by Contractor to County as set forth in that Agreement, and

WHEREAS, on November 10, 2000 the parties hereto entered into a first amendment to
the one-year agreement, and

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

CHANGE #1: 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 **TWO HUNDRED SIXTY-TWO
THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS (\$262,745)** 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 projections:

Org#s	74137	74133	74133
Acct#s.	6163	6163	6163
	CSAT	NNA DrCt	NoCoDrCt
	<u>Nonresidential</u>	<u>Nonresidential</u>	<u>Nonresidential</u>
Total Estimated Gross Program Costs	\$145,000	\$52,356	\$16,814
*Less Estimated Other Revenue	\$ -0-	\$ 6,500	\$ 5,108
Maximum County Contract Obligation	\$145,000	\$45,856	\$11,706

	74126 6164 NNA Prev <u>Nonresidential</u>	74162 6163 County <u>OBM Support</u>	<u>Total</u>
Total Estimated Gross Program Costs	\$52 100	\$8 083	\$274,353
*Less Estimated Other Revenue	\$ -0-	\$ -0-	\$ 11 608
Maximum County Contract Obligation	\$52 100	\$8 083	\$262,745

*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.

CHANGE #2: Insert **Section D. Violation of the Non-Discrimination Provisions** into Paragraph 7 of the body of the agreement to read as follows:

D. Violation of the Non-Discrimination Provisions. 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:

- 1) termination of this Agreement;
- 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- 3) liquidated damages of \$2,500 per violation;
- 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- 1) examine Contractor's employment records with respect to compliance with this paragraph;
- 2) 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 thirty (30) days of such filing, provided that within such thirty (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 #3: Amend Sections I.A.1. and I.A.2. in Exhibit B to read as follows:

- 1. Contractor will provide a maximum of one thousand six hundred thirty-four (1,634) hours of NNA (South County) Drug Court nonresidential alcohol and drug treatment services to a minimum of twenty-nine (29) program participants for the term of this agreement.**
- 2. Contractor will provide a maximum of one thousand one hundred twenty-one (1,121) hours of staff availability dedicated to NNA (South County) Drug Court nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time.**

CHANGE #4: Delete paragraph 2 from Section I.C. of Exhibit B.

CHANGE #5: Amend Section I.C.1. of Exhibit B to read as follows:

- 1. County shall pay Contractor no more than a maximum of FORTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$45,856), which is the portion of the contract obligation designated for NNA (South County) Drug Court nonresidential alcohol and drug treatment services.**

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

1. The Agreement of June 20, 2000 and first amendment of November 10, 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 June 20, 2000 and first amendment of November 10, 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: _____

EL CENTRO DE LIBERTAD

By. George Borg
Name, Title - please print

George Borg
Signature

Date 4-30-01

Contractor's Tax I D. No. 94-3189174

COUNTY OF SAN MATEO
Departmental Correspondence

Date: April 26, 2000

TO: Priscilla Harris-Morse, Risk Manager
FROM: Jane Marks, Alcohol and Drug Services
Ext.: 6418; FAX: 6440; PONY: HSA202PE
SUBJECT: Contract Insurance Approval

CONTRACTOR: El Centro de Libertad

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTACTED TIME?

Yes

DUTIES:

Provide nonresidential alcohol and drug treatment services to adults and adolescents.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u>X</u> Additional Insured	<u>\$2M</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> </u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <u> </u> No employees	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

This is a renewal certificate.

Signature: Priscilla Morse
Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/15/2000

PRODUCER (650) 342-4454 FAX (650) 342-4465
 Business Professional Ins. Assoc. Inc.
 19 South B Street
 San Mateo, CA 94402

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

Insured: Stephanie Monico
 Address: The Freedom Center
 2944 Broadway
 Redwood City, CA 94062

Ext: 106

- COMPANY A NIAC
- COMPANY B
- COMPANY C
- 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

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNERS & CONTRACTORS PROT	2000-03306	05/15/2000	05/15/2001	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 10,000
AUTOMOBILE LIABILITY	ANY AUTO				COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS	2000-03306	05/15/2000	05/15/2001	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
EXCESS LIABILITY	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	INCL			WC STATUTORY LIMITS OTHER
		EXCL			EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES SPECIAL ITEMS
 Certificate Holder is named Additional Insured as respects to the insureds business operations.

CERTIFICATE

San Mateo County Alcohol and Drug Program
 Attn: Jane Marks
 400 Harbor Blvd., Bldg B
 Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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
Peter Kelly

**STATE
COMPENSATION
INSURANCE
FUND**

PO BOX 807, SAN FRANCISCO CA 94101-0807

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE 03-16-01

POLICY NUMBER 1384258 - 01
CERTIFICATE EXPIRES 03-16-02

COUNTY OF SAN MATEO
ALCOHOL & DRUG PROGRAM
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

EL CENTRO DE LIBERTAD
FREEDOM CENTER
*230 A HOPKINS AVE
REDWOOD CITY CA 94062

EL CENTRO DE LIBERTAD
(A NON PROFIT CORPORATION)