

COUNTY OF SAN MATEO
Departmental Correspondence

Date: July 12, 2001
Hearing Date: July 31, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Vivonne Frazier, Administrator, Alcohol and Drug Services *MSB*

SUBJECT: Third Amendment to the Two-Year (FY 2000/02) Agreement with Free At Last

RECOMMENDATION:

Adopt a resolution authorizing execution of a third amendment to the two-year (FY 2000/02) Agreement with Free At Last.

Background:

On July 11, 2000, the Board adopted a resolution that authorized the execution of a two-year (FY 2000/02) agreement with Free At Last, in the amount of \$982,518, for the provision of alcohol and drug treatment (treatment) services; and authorized the Human Services Agency (HSA) Director to execute amendments and minor modifications during the initial two-year period, not to exceed \$25,000. As was the case with many of the alcohol and drug treatment providers, Free At Last was awarded both one-year (FY 2000/01) and two-year (FY 2000/02) agreements. Included in the two-year agreement are the Bay Area Services Network (BASN) funded services.

The first amendment to the two-year agreement with Free At Last decreased the CalWORKs nonresidential treatment services and funding by an annual amount of \$9,733. This first amendment was executed by the HSA Director on February 26, 2001. **The total amended contract obligation under the first amendment was \$963,052.**

The second amendment to the two-year agreement with Free At Last increased the BASN nonresidential treatment services and funding by an annual amount of \$21,407. This second amendment was executed by the HSA Director on May 1, 2001. The violation of non-discrimination language was included in the second amendment. **The total amended contract obligation under the second amendment was \$1,005,866.**

Discussion:

As part of the third quarter service utilization analysis, Alcohol and Drug Services identified BASN treatment providers who will not be able to fulfill their BASN contract obligations. As the result of the analysis and conversations with BASN treatment providers, contracts are being amended to redistribute the services and funding among the BASN treatment providers who are over performing on their contracted BASN services.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO
THE FISCAL YEAR 2000/02 AGREEMENT WITH FREE AT LAST

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 an agreement with
Free At Last for the furnishing of alcohol and drug treatment services as set forth in that
agreement; and

WHEREAS, on February 26, 2001, and May 1, 2001, the Human Services Agency
Director executed first and second amendments to the Fiscal Year 2000/02 agreement with Free
At Last; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the
Fiscal Year 2000/02 agreement; and

WHEREAS, this Board has been presented with a form of a third amendment to the
Fiscal Year 2000/02 agreement with Free At Last and has examined and approved it as to both
form and content and desires to enter into the third 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 third amendment to the
Fiscal Year 2000/02 agreement with Free At Last for and on behalf of the County of San Mateo,
and the Clerk of this Board shall attest the President's signature thereto.

THIRD AMENDMENT TO THE FISCAL YEAR 2000/02 AGREEMENT WITH
FREE AT LAST
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" FREE AT LAST (hereinafter called "Contractor").

WITNESSETH

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

WHEREAS, on February 26, 2001 and May 1, 2001 the parties hereto entered into first and second amendments 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: Insert: Attachment 7: Equal Benefits Compliance into Section 1 of the body of the Agreement.

CHANGE #2: 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 through D, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed **ONE MILLION FIFTEEN THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$1,015,812) 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** projections:

Org#s:	74136	74132	74145	
Acct.#s:	6163	6163	6163	
		Cal-		
	NNA	WORKS	CNTY	FOP
	<u>NonRes.</u>	<u>NonRes.</u>	<u>Wm.Res.</u>	<u>NonReim.</u>
Total Estimated Gross Program Costs	\$48,450	\$1,000	\$57,790	\$38,303
*Less Estimated Other Revenue	\$ 9,039	\$ -0-	\$10,635	\$38,303
Maximum County Contract Obligation	\$39,411	\$1,000	\$47,155	\$ -0-

Org#s:	74143	74141	74141	74131	
Acct.#s:	6163	6163	6163	6163	
	NNA	BASN	BASN	BASN	
	<u>PeriRes.</u>	<u>WmRes.</u>	<u>SLE</u>	<u>NonRes.</u>	<u>TOTAL</u>
Total Estimated Gross Program Costs	\$336,231	\$47,282	\$15,907	\$117,888	\$662,851
*Less Estimated Other Revenue	\$ 57,645	\$28,838	\$10,460	\$ -0-	\$154,920
Maximum County Contract Obligation	\$278,586	\$18,444	\$ 5,447	\$117,863	\$507,906

CHANGE #3: Insert Section D into Paragraph 7 of the body of the agreement to read as follows:

D. Equal Benefits Compliance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, and shall accurately complete and execute Attachment 7, the Equal Benefits Compliance form, attached hereto and incorporated by reference herein.

CHANGE #4: Amend Sections I.A.1 and I.A.2. in Exhibit C to read as follows:

1. Admit to Contractor's BASN nonresidential alcohol and drug treatment program a minimum of **fifteen (15)** program participants.
2. Provide **two thousand seven hundred forty-one (2,741)** hours of staff availability dedicated to BASN nonresidential services including face-to-face contacts, preparation time, and record keeping. Staff available hours will include a minimum of five (5) contact hours, per BASN program participant, per week, and at least one (1) individual session, per BASN program participant, per week. These five (5) contact hours, above, are to be conducted over at least three (3) calendar days, per week. In addition, a weekly allowance of four (4) hours per week is allotted for administrative work.

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

1. County shall pay Contractor a maximum of **TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$235,726)** for the term of the Agreement. This is the contract obligation designated for BASN nonresidential alcohol and drug treatment services. County shall pay Contractor at the rate of forty-three dollars (\$43.00) per staff available hour actually provided.

CHANGE #6: Amend Section II.A.1. in Exhibit C to read as follows:

1. Admit a minimum of **three (3)** BASN women residential alcohol and drug treatment program participants. Provide a total of **three hundred forty-eight (348)** days of BASN women's residential alcohol and drug services to be allocated by Contractor.

CHANGE #7: Amend Section II.C.1. in Exhibit C to read as follows:

1. County shall pay Contractor a maximum of **THIRTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$36,888)** for the term of the Agreement. This is the portion of the contract obligation designated for BASN women's residential alcohol and drug treatment services. County shall pay Contractor at the rate of fifty-three dollars (\$53.00) per day for services actually provided.

CHANGE #8: Amend Section III.A. in Exhibit C to read as follows:

- A. BASN SLE Units of Service:
Contractor will provide a total of **three hundred ninety-three (393)** days of BASN sober living environment (SLE) transitional housing to a minimum of two (2) BASN program participants.

CHANGE #9: Amend Section III.C.1. in Exhibit C to read as follows:

1. County shall pay Contractor a maximum of **TEN THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS (\$10,894)** for the term of the Agreement. This is the portion of the contract obligation designated for BASN Sober Living Environment (SLE) transitional housing. County shall pay Contractor at the rate of **THIRTEEN DOLLARS AND EIGHTY-SIX CENTS (\$13.86) per bed day provided**, not to exceed the maximum contract obligation stated above, for the term of this Agreement.

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

1. The Agreement of July 11, 2000, the first amendment of February 26, 2001, and the second amendment of May 1, 2001 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 July 11, 2000, the first amendment of February 26, 2001, and second amendment of May 1, 2001 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: _____

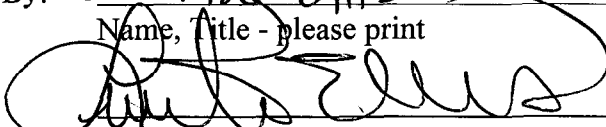
ATTEST:

Clerk of Said Board

Date: _____

FREE AT LAST

By: LENTA ELLIS - CEO
Name, Title - please print


Signature

Date: July 9, 2001

Contractor's Tax I.D. No. 94-3193317

3FAL2.wpd

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Free at last: recovery & rehabilitation SERI
Contact Person: Lenita Ellis
Address: 1796 Bay Road
East Palo Alto, Ca. 94303
Phone Number: 650-462-6999 Fax Number: 650-462-1055

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [X] Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes; the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 15th day of May, 2001 at East Palo Alto, California.
(City) (State)

[Signature]
Signature

Lenita Ellis
Name (Please Print)

Chief Executive Officer
Title

943193317
Contractor Tax Identification Number

COUNTY OF SAN MATEO
Departmental Correspondence

Date: July 11, 2001

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: Free At Last

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTRACTED
Yes TIME?

DUTIES:

Provides residential, perinatal, and nonresidential alcohol and drug treatment and prevention services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> 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>Statutory</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

Client#: 734

FREET

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/10/01

PRODUCER
Gallagher Heffernan Insurance
Brokers, Inc. - CA Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

INSURED
Free At Last Community Recovery & Reha
1796 Bay Road
East Palo Alto, CA 94303

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.

INSURERS AFFORDING COVERAGE

INSURER A: American Automobile Insurance Co
INSURER B: Connecticut Indemnity Company
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 LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT Loc	MZG80762820	07/01/00	09/01/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	MZG80762820	07/01/00	09/01/01	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108140	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATU- OTH- TOBY LIMITS: ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County Of San Mateo, Its' Officers, Agents, Employees And Legal Representatives Are Included As Additional Insureds
RE: Named-Insured Use/Lease Of The Following Dwellings & Locations For Their Program Operations: (1) California House, 1560 California Street, (See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

County Of San Mateo
Human Services Agency
262 Harbor Blvd.
Belmont, CA 94002-5008

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FURNISH BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AND TO ALL AGENTS AND BROKERS WHOSE NAMES ARE LISTED ON THE POLICY.

AUTHORIZED REPRESENTATIVE
Jim Dowe

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Mt.View, CA., (2) Fernando House, 325 Fernando Avenue, Palo Alto, CA ., (3)
Margarita House, 442 Margarita Avenue, Palo Alto, CA