

COUNTY OF SAN MATEO
Interdepartmental Correspondence

Date: September 6, 2001

Hearing Date: September 25, 2001

TO: Honorable Board of Supervisors

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




SUBJECT: Amendment to the Two-Year (FY 2000-01, FY 2001-02) Agreement with El Centro de Libertad for the Provision of Alcohol and Drug Treatment Services.

RECOMMENDATION

Adopt a resolution authorizing the execution of a an amendment to the two-year (FY 2000-01, FY 2001-02) Agreement with El Centro de Libertad.

Background

On July 11, 2000, the Board adopted a resolution that authorized the execution of a two-year (FY 2000-01, FY 2001-02) agreement with El Centro de Libertad, in the amount of \$785,938, for the provision of alcohol and drug 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 per agreement.

As was the case with many of the alcohol and drug service providers, El Centro de Libertad was awarded both one-year (FY 2001-02) and two-year (FY 2000-01, FY 2001-02) contracts. The one-year contract contains alcohol and drug prevention services funded through alcohol and drug State and Federal block grant allocation, as well as alcohol and drug treatment expansion services funded through a grant from the Center for Substance Abuse Treatment (CSAT).

Through a Request for Qualifications process in June, 2001, El Centro was awarded a fee-for-service contract for Proposition 36 funded alcohol and drug treatment services. The Office of Justice Programs (OJP) and Comprehensive Drug Court Implementation (CDCI) funded Drug Court alcohol and drug treatment services are also included in the fee-for-service contract.

The one-year (FY 2001-02) and fee-for-service contracts were submitted separately.

Discussion

On June 25, 2001, the Board of Supervisors approved the Alcohol and Drug Services preliminary budget for FY 2001-02 which contained a Cost of Doing Business Increase (COBI) for alcohol and drug prevention and treatment providers. This amendment to the two year agreement contains a 10% COBI in the amount of \$34,498 for alcohol and drug treatment services for FY 2001-02. The total amended contract obligation under this first amendment is \$820,436.

Also included in this amendment to the two-year agreement is the required Equal Benefits Compliance, Violation of Nondiscrimination, and Outcome Based Management language which has been added for FY 2001-02. County Counsel has reviewed and approved the resolution and amendment as to form.

Fiscal Impact

The term of the amendment is from July 1, 2001 through June 30, 2002. This amendment adds a \$34,498 COBI funded with County General funds. The COBI is budgeted in the Alcohol and Drug Services preliminary FY 2001-02 budget.

Jane Marks, ext. 6418
cc: Penny Bennett, Deputy County Counsel

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT
TO THE TWO-YEAR (FY 2000-01, FY 2001-02) AGREEMENT
WITH EL CENTRO DE LIBERTAD

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

WHEREAS, on July 11, 2000 the County Board of Supervisors entered into a two-year
agreement with El Centro de Libertad for the furnishing of alcohol and drug treatment services as
set forth in that agreement; and

WHEREAS, the Board has been presented with a form of an amendment to the two-year
agreement with El Centro de Libertad, and has examined and approved the amendment as to both
form and content and desires to enter into this 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 amendment to the two-year
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.

AMENDMENT TO THE TWO-YEAR 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" EL CENTRO DE
LIBERTAD (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, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Agreement:

CHANGE #1: Insert: Exhibit E, Outcome Based Management and Budgeting Responsibilities,
and 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 the Exhibits and Attachments, the amount that County shall be
obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED
TWENTY THOUSAND FOUR HUNDRED THIRTY-SIX DOLLARS (\$820,436) for the
contract term. The maximum County contract 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:

For the period July 1, 2000 through June 30, 2001:

Org#s:	74136	74132	74135	74136
Acct.#s:	6163	6163	6163	6163
	NNA	Cal-	Cnty	Cnty
	<u>NonRes.</u>	<u>WORKS</u>	<u>Adol.</u>	<u>NonRes.</u>
Total Estimated Gross Program Costs	\$230,767	\$16,229	\$99,048	\$98,190
*Less Estimated Other Revenue	\$ 57,548	\$ 130	\$ 1,000	\$24,484
Maximum County Contract Obligation	\$173,219	\$16,099	\$98,048	\$73,706
Org#s:			74133	
Acct.#s:			6163	
	Def. Ent.		Trial Track	
	Judgement		Drug Ct.	
	<u>NonReimb.</u>		<u>NonRes.</u>	<u>Total</u>
Total Estimated Gross Program Costs	\$29,500		\$44,737	\$518,471
*Less Estimated Other Revenue	\$29,500		\$12,840	\$125,502
Maximum County Contract Obligation	\$ -0-		\$31,897	\$392,969

For the period July 1, 2001 through June 30, 2002:

Org#s:	74136	74132	74135	74136
Acct.#s:	6163	6163	6163	6163
	NNA	Cal-	Cnty	Cnty
	<u>NonRes.</u>	<u>WORKS</u>	<u>Adol.</u>	<u>NonRes.</u>
Total Estimated Gross Program Cost	\$248,089	\$16,229	\$113,853	\$105,561
*Less Estimated Other Revenue	\$ 57,548	\$ 130	\$ 6,000	\$ 24,484
Maximum County Contract Obligation	\$190,541	\$16,099	\$107,853	\$ 81,077

Org#s:			74133	
Acct.#s:			6163	
	Def. Ent.		Trial Track	
	Judgement		Drug Ct.	
	<u>NonReimb.</u>		<u>NonRes.</u>	<u>Total</u>
Total Estimated Gross Program Costs	\$29,500		\$44,737	\$557,969
*Less Estimated Other Revenue	\$29,500		\$12,840	\$130,502
Maximum County Contract Obligation	\$ -0-		\$31,897	\$427,467

CHANGE #3: Insert Sections D and E 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.

E. Violation of the Non-Discrimination Provisions.

1. 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:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) 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 30 days of such filing, provided that within such 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 #4: Amend Section I.C.1. in Exhibit A to read as follows:

1. County shall pay Contractor as follows:
 - a. For the period July 1, 2000 through June 30, 2001, County shall pay Contractor FOURTEEN THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS AND NINETY-TWO CENTS (\$14,434.92) per month, not to exceed a maximum of ONE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED NINETEEN DOLLARS (\$173,219).
 - b. In addition, for the period July 1, 2001 through June 30, 2002, County shall pay Contractor FIFTEEN THOUSAND EIGHT HUNDRED SEVENTY-EIGHT DOLLARS AND FORTY-ONE CENTS (\$15,878.41) not to exceed ONE HUNDRED NINETY THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS (\$190,541).

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

1. County shall pay Contractor as follows:
 - a. For the period July 1, 2000 through June 30, 2001, County shall pay Contractor EIGHT THOUSAND ONE HUNDRED SEVENTY DOLLARS AND SIXTY-SIX CENTS (\$8,170.66) per month, not to exceed a maximum of NINETY-EIGHT THOUSAND FORTY-EIGHT DOLLARS (\$98,048).
 - b. In addition, for the period July 1, 2001 through June 30, 2002, County shall pay Contractor EIGHT THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$8,987.75) not to exceed ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$107,853).

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

1. County shall pay Contractor as follows:
 - a. For the period July 1, 2000 through June 30, 2001, County shall pay Contractor SIX THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND SIXTEEN CENTS (\$6,142.16) per month, not to exceed a maximum of SEVENTY-THREE THOUSAND SEVEN HUNDRED SIX DOLLARS (\$73,706).
 - b. In addition, for the period July 1, 2001 through June 30, 2002, County shall pay Contractor SIX THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND FORTY-ONE CENTS (\$6,756.41) not to exceed EIGHTY-ONE THOUSAND SEVENTY-SEVEN DOLLARS (\$81,077).

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

1. The Agreement of July 11, 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 July 11, 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 Executive Director
Name, Title - please print

George Borg
Signature

Date: 8-30-01

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

EXHIBIT E
Outcome Based Management and Budgeting Responsibilities
EL CENTRO DE LIBERTAD
July 1, 2001 through June 30, 2002

Contractor's Responsibilities

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attending planning and informational meetings;
- B. Developing program performance and outcome measurements;
- C. Collecting and submitting data necessary to fulfill measurement requirements;
- D. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- E. Participating in a review of performance and outcome information;
- F. Complying with OBM Implementation Guidelines as specified in memos released by the Human Service Agency.

Human Services Agency's (HSA) Responsibilities

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- B. Issue and review OBM Implementation Guidelines.
- C. Conduct review of performance and outcome information.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: EL Centro de Libertad
Contact Person: George Borg
Address: 1230-A Hopkins, Redwood City CA 94062-1580
Phone Number: (650) 599-9955 Fax Number: (650) 599-9273

II Employees

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

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

III Equal Benefits Compliance (Check one)

- 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 15 day of May, 2001 at Redwood City, CA 94062-1580
(City) (State)

George Borg
Signature

GEORGE BORG
Name (Please Print)

Executive Director
Title

94-3189174
Contractor Tax Identification Number

COUNTY OF SAN MATEO
Departmental Correspondence

Date: June 4, 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: El Centro de Libertad

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

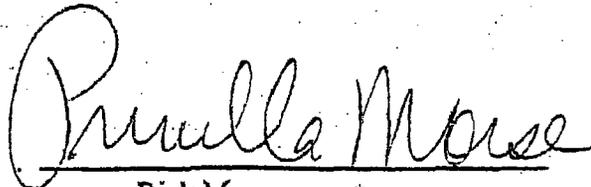
DUTIES:

Provides nonresidential alcohol and drug prevention and treatment services.

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

Remarks/Comments:

Signature:


Priscilla Morse

Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (650)341-4484 FAX (650)341-4465
 Business Professional Ins. Assoc. Inc.
 1519 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.

INSURERS AFFORDING COVERAGE

INSURED El Centro de Libertad
 The Freedom Center
 2944 Broadway
 Redwood City, CA 94062

INSURER A: Nonprofit Insurance Alliance
 INSURER B: Genesis Insurance Company
 INSURER C: this certificate supercedes the certificate issued on 5/03/01
 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.

INSTR. 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 <input checked="" type="checkbox"/> Misc Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC	2001-03306	05/15/2001	05/15/2002	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any auto (H))	\$ 100,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONOWNED AUTOS	2001-03306	05/15/2001	05/15/2002	COMBINED SINGLE LIMIT (EA OCCIDENT)	\$ 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 AGG \$	
					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 BY ATO. TOY LIMITS \$	
					E.L. EACH ACCIDENT \$	
					E.L. DISEASE - EA EMPLOYEE \$	
					E.L. DISEASE - POLICY LIMIT \$	
3	OTHER Business Personal Property	Y4B001087D-03306	05/15/2001	05/15/2002	\$25,000, \$250 Deductible Special Form, RC	

DESCRIPTION OF OPERATIONS, LOCATIONS, EMPLOYEES, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 It is understood that the certificate holder is included as additional insured as respects services provided by the named insured

Thirty day notice of cancellation for non payment shall apply.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED/INSURER LETTER	CANCELLATION
San Mateo County AIDS Program 225 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 Peter Kelly/MIKIE

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. 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 Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named herein 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. Bolker
PRESIDENT

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

EMPLOYER

LEGAL NAME

EL CENTRO DE LIBERTAD
FREEDOM CENTER
1230 A HOPKINS AVE
REDWOOD CITY CA 94062

EL CENTRO DE LIBERTAD
(A NON PROFIT CORPORATION)