# COUNTY OF SAN MATEO Departmental Correspondence

## Date: September 12, 2001 Hearing Date: October 23, 2001

## TO: Honorable Board of Supervisors

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

SUBJECT: Third Amendment to the Two-Year (FY 2000-01, FY 2001-02) Agreement with the Latino Commission of San Mateo County, Inc.

### **RECOMMENDATION**

Adopt a resolution authorizing the execution of a third amendment to the two-year (FY 2000-01, FY 2001-02) Agreement with the Latino Commission of San Mateo County, Inc.

### **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 the Latino Commission of San Mateo County, Inc. (Latino Commission), in the amount of \$933,522, for the provision of alcohol and drug treatment services; and authorized the Human Services Agency's (HSA) Director to execute amendments and minor modifications during the initial two-year period, not to exceed an increase of \$25,000 per agreement. As was the case with many of the alcohol and drug treatment providers, the Latino Commission was awarded both one-year (FY 2000-01) and two-year (FY 2000-01, FY 2001-02) Agreements.

The first amendment to the two-year Agreement with Latino Commission decreased the Bay Area Services Network (BASN) residential alcohol and drug treatment services and funding by \$83,702 for the term of the Agreement. The first amendment was executed by the Director of the Human Services Agency on March 30, 2001. The total amended contract obligation under the first amendment to the two-year Agreement was \$849,820.

The second amendment to the two-year Agreement with the Latino Commission further decreased the BASN residential alcohol and drug treatment services and funding by \$8,470 for the term of the Agreement. The second amendment was executed by the Director of the Human Services Agency on July 3, 2001. The total amended contract obligation under the second amendment was \$841,350.

### **Discussion**

The Latino Commission of San Mateo County, Inc. has also been awarded a one-year (FY 2001-02) contract with contains the Center for Substance Abuse and Treatment (CSAT) residential alcohol and drug treatment services, and a one-year (FY 2001-02) fee-for-service contract which contains drug court alcohol and drug treatment services. The CSAT Agreement was approved by the Board on July 31, 2001, and the fee-for-service Agreement was approved by the Board on

# Honorable Board of Supervisors Third Amendment to the Two-Year Agreement With the Latino Commission

August 7, 2001. These contracts were submitted separately as the funding is only secure for the one-year period of time.

This is a third amendment to the two-year (FY 2000-01, FY 2001-02) Agreement, which contains State Negotiated Net Amount (NNA), Bay Area Services Network (BASN), and County funded services. This third amendment adds a ten percent Cost of Business Increase (COBI) for FY 2001-02 which was approved by the Board on June 25, 2001. The total amount of the COBI included in this third amendment for FY 2001-02 is \$40,065. The total amended contract obligation through this third amendment is \$881,415.

Also included in this third amendment is the required Outcome Based Management language which has been added for FY 2001-02. The required Equal Benefits Compliance and Violation of Nondiscrimination language was added through Amendment #2.

The resolution and amendment have been reviewed and approved by County Counsel's office as to form.

### Fiscal Impact

The term of the third amendment to the two-year Agreement is from July 1, 2001 through June 30, 2002. This third amendment adds \$40,065 for the COBI, funded through County General funds, and was budgeted in the Alcohol and Drug Services preliminary budget for FY 2001-02.

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

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## RESOLUTION NO.

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

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# RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE TWO-YEAR (FY 2000-01, FY 2001-02) AGREEMENT WITH THE LATINO COMMISSION OF SAN MATEO COUNTY, INC.

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 the Latino Commission of San Mateo County, Inc. for the furnishing of alcohol and drug treatment services as set forth in that Agreement; and

WHEREAS, on March 30, 2001, and July 3, 2001, first and second amendments to the two-year Agreement with the Latino Commission of San Mateo County, Inc. were executed; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the two-year Agreement; and

WHEREAS, this Board has been presented with a form of a third amendment to the twoyear Agreement with the Latino Commission of San Mateo County, Inc. 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 two-year Agreement with the Latino Commission of San Mateo County, Inc. 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 TWO-YEAR AGREEMENT WITH THE LATINO COMMISSION OF SAN MATEO COUNTY, INC. 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 the LATINO COMMISSION OF SAN MATEO COUNTY, INC. (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 March 30, 2001 and July 3, 2001 the parties hereto entered into first and second amendments to the two-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: Exhibit D, Outcome Based Management and Budgeting Responsibilities into Section 1 of the body of the Agreement.

CHANGE #2: Amend Paragraph 3.A. <u>Maximum Amount</u> to read as follows:

3. <u>Payments</u>.

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Exhibits A through C, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$881,415) 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:

1	For the period July 1, 2000 through June 30, 2001					
Org#s:	74145	74145	74141	74141	74145	
Acct.#s:	6163	6163	6163	6163	6163	
	NNA	NNA	BASN	BASN	County	
	Womens	Mens	Women	Mens	Womens	
	<u>Resid.</u>	<u>Resid</u>	<u>Resid.</u>	<u>Resid.</u>	Resid.	<u>Total</u>
Total Estimated Gross Program Costs	\$146,857	\$144,451	\$8 <b>,8</b> 00	\$11,220	\$146,807	\$458,135
*Less Estimated Other Revenue	\$ 19,933	\$ 17,527	\$ -0-	\$ -0-	\$ -0-	\$ 37,460
Maximum County Contract Obligation	\$126,924	\$126,924	\$8,800	\$11,220	\$146,807	\$420,675

	For the period July 1, 2001 through June 30, 2002					
Org#s:	74145	74145	74141	74141	74145	
Acct.#s:	6163	6163	6163	6163	6163	
	NNA	NNA	BASN	BASN	County	
	Womens	Mens	Women	Mens	Womens	
	Resid.	Resid	Resid.	Resid.	Resid.	<u>Total</u>
<b>Total Estimated Gross Program Costs</b>	\$139,616	\$139,616	\$8,800	\$11,220	\$161,488	\$460,740
*Less Estimated Other Revenue	\$ -0-	\$-0-	\$ -0-	s -0-	\$ -0-	\$ 37,460
Maximum County Contract Obligation	\$139,616	\$139,616	\$8,800	\$11,220	\$161,488	\$460,740

#### CHANGE #3: Amend Sections I.D.1. and I.D.2. in Exhibit A to read as follows:

- County shall pay Contractor as follows:
  - a. County shall pay Contractor TEN THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$10,577) per month, not to exceed ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$126,924) for the period July 1, 2000 through June 30, 2001. This is the portion of the contract obligation designated for State NNA-funded women's residential alcohol and drug treatment services.

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- In addition, County shall pay Contractor ELEVEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$11,634.66) per month, not to exceed ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$139,616) for the period July 1, 2001 through June 30, 2002. This is the portion of the contract obligation designated for State NNA-funded women's residential alcohol and drug treatment services.
- 2. County shall pay Contractor as follows:
  - a. County shall pay Contractor TEN THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$10,577) per month, not to exceed ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$126,924) for the period July 1, 2000 through June 30, 2001. This is the portion of the contract obligation designated for State NNA-funded men's residential alcohol and drug treatment services.
  - In addition, County shall pay Contractor ELEVEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$11,634.66) per month, not to exceed ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$139,616) for the period July 1, 2001 through June 30, 2002. This is the portion of the contract obligation designated for State NNA-funded men's residential alcohol and drug treatment services.

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## CHANGE #4: Amend Section I.C.1. in Exhibit B to read as follows:

- County shall pay Contractor as follows:
  - a. County shall pay Contractor TWELVE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND NINETY-ONE CENTS (\$12,233.91) per month not to exceed ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED SEVEN DOLLARS (\$146,807) for the period July 1, 2000 through June 30, 2001. This is the portion of the contract obligation designated for County-funded women's residential alcohol and drug treatment services.

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In addition, County shall pay Contractor THIRTEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND THIRTY-THREE CENTS (\$13,457.33) per month not to exceed ONE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS (\$161,488) for the period July 1, 2001 through June 30, 2002. This is the portion of the contract obligation designated for County-funded women's residential alcohol and drug treatment services.

CHANGE #5: Amend Sections I.A.1. and I.A.2. in Exhibit C to read as follows: 1. Contractor will provide the following:

- a. For the period July 1, 2000 through June 30, 2001, Contractor will admit a minimum of one (1) BASN women's residential alcohol and drug treatment program participant. Provide a total of one hundred sixty (160) days of BASN women's residential alcohol and drug treatment services to be allocated by Contractor.
- b. For the period July 1, 2001 through June 30, 2002, Contractor will admit a minimum of one (1) BASN women's residential alcohol and drug treatment program participant. Provide a total of one hundred sixty (160) days of BASN women's residential alcohol and drug treatment services to be allocated by Contractor.
- 2. Contractor will provide the following:
  - a. For the period July 1, 2000 through June 30, 2001, Contractor will admit a minimum of two (2) BASN men's residential alcohol and drug treatment program participants. Provide a total of two hundred four (204) days of BASN men's residential alcohol and drug treatment services to be allocated by Contractor.

b. For the period July 1, 2001 through June 30, 2002, Contractor will admit a minimum of two (2) BASN men's residential alcohol and drug treatment program participants. Provide a total of two hundred four (204) days of BASN men's residential alcohol and drug treatment services to be allocated by Contractor.

CHANGE #6: Amend Sections I.C.1. and I.C.2. in Exhibit C to read as follows:

- County shall pay Contractor as follows:
  - a. County shall pay Contractor a maximum of EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$8,800) for the period July 1, 2000 through June 30, 2001. 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-FIVE DOLLARS (\$55.00) per day for services actually provided.
  - b. In addition, County shall pay Contractor a maximum of EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$8,800) for the period July 1, 2001 through June 30, 2002. 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-FIVE DOLLARS (\$55.00) per day for services actually provided.

## County shall pay Contractor as follows:

County shall pay Contractor a maximum of ELEVEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$11,220) for the period July 1, 2000 through June 30, 2001. This is the portion of the contract obligation designated for BASN men's residential alcohol and drug treatment services. County shall pay Contractor at the rate of FIFTY-FIVE DOLLARS (\$55.00) per day for services actually provided.

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In addition, County shall pay Contractor a maximum of ELEVEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$11,220) for the period July 1, 2001 through June 30, 2002. This is the portion of the contract obligation designated for BASN men's residential alcohol and drug treatment services. County shall pay Contractor at the rate of FIFTY-FIVE DOLLARS (\$55.00) per day for services actually provided. NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of July 11, 2000, as amended on March 30, 2001, and July 3, 2001 is further amended accordingly.

2. This amendment is hereby incorporated and made a part of the original Agreement as amended 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, as amended on March 30, 2001, and July 3, 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: \_\_\_\_\_

LATINO COMMISSION OF SAN MATEO COUNTY, INC.

By:

Debra Camarillo <u>Executive Administrator</u> Name, Title - please print

Signature

Date:

9/19/01

Contractor's Tax I.D. No. <u>94-3149136</u>

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### EXHIBIT D

# Outcome Based Management and Budgeting Responsibilities LATINO COMMISSION OF SAN MATEO COUNTY, INC. 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.

ExhibH.wpd

## COUNTY OF SAN MATEO Departmental Correspondence

Date: July 9, 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: The Latino Commission

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

DUTIES:

Provide residential alcohol and drug treatment to adult men and women.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$1M</u>	<u> </u>		
Automobile Liability	\$1M	$\swarrow$	·····	
Professional Liability	<u>\$1M</u>	V		and the second secon
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Remarks/Comments: This is a renewal certificate.

Noise Signature:

Risk Management

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X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$		
	2000-04560	10/02/2000	10/02/2001	MED EXP (Any one person)	\$		
				PERSONAL & ADV INJURY	\$ 1,0		
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ATTN: JANE MARKS							
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ELECTRONIC LASER FORMS, INC. - (800)227-0515

INSURER, ITS AGENTS OR REPRESENTATIVES.

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AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED --- DESIGNATED PERSON OR ORGANIZATION:

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

#### THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

POLICY TYPE: Commercial General Liability Workers Compensation Coverage

SCHEDULE: 10-02-2000 / 10-02-2001 09-24-2000 / 09-24-2001

#### NAME OF PERSON OR ORGANIZATION:

Latino Commission on Alcohol and Drug Abuse Services of San Mateo County 301 Grand Avenue Suite # 301 South San Francisco, CA 94080

#### ADDITIONAL WORDING IF NECESSARY:

The San Mateo County Drug and Alcohol Department its officers, agents, employees, and / or volunteers are hereby named as additional insured in regards to being a funding source for the named insured.

(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 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.

Copyright, Insurance services Office, Inc. 1984

Jim. Copanya Signature

<u>616101</u> Date