

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: December 29, 2001
HEARING DATE: January 3, 2002

TO: Honorable Board of Supervisors
FROM: John Conley *J. Conley by my hand*
Deputy Director, Public Health
SUBJECT: Amendment with Community Dental Care, Inc., a California Nonprofit Corporation

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Community Dental Care, Inc., a California Nonprofit Corporation, to continue providing dental services for San Mateo County AIDS Program clients.

Background

On September 11, 2001, your Board approved an agreement with Community Dental Care, Inc., (CDC), a California Nonprofit Corporation, in the amount of \$123,970, to provide dental services for San Mateo County AIDS Program clients.

A large percentage of AIDS Program clients have major dental problems impacting their already compromised immune systems. Dental care ensures that people with HIV obtain maximum nutrition and avoid sources of infection, making it an integral part of their primary medical care. Such services are funded through the Ryan White CARE Act, Title I (CARE).

CDC has provided dental services for people with HIV since 1994. In December 2000, the AIDS Program issued a Request for Proposals (RFP) for these services. CDC was the only proposal received in response to this RFP.

Discussion

CDC, after resolution of a staffing shortage and DentiCal billing issues, has exceeded their projected units of service (UOS) under their current contract due to an increased need for dental services of this client population. The purpose of this amendment is to increase their UOS by 10% from 1,127 to 1,240 and subsequently increase the total amount of the agreement by \$12,397 to pay for these additional services.

Term

The term of the agreement, July 1, 2001 through February 28, 2002, remains unchanged. This amendment has been reviewed and approved by County Counsel.

Fiscal Impact

The maximum amount of funding for this agreement is increased by 10%, from \$123,970 to \$136,367. Payments made under this contract are on a fee-for-service basis. Funding for this contract is provided through the Ryan White CARE Act, Title I. There is no 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
COMMUNITY DENTAL CARE, INC.,
A CALIFORNIA NONPROFIT CORPORATION

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 Community Dental Care, Inc., a California Nonprofit Corporation, shall continue to provide dental services for San Mateo County AIDS Program clients; 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 Amendment to 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 COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION, (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on September 11, 2001, 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 that 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 ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS (\$136,367) for the contract term.”

2. Section 11, Interpretation and Enforcement, of the Original Agreement is hereby amended to read as follows:

“11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
AIDS Program
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Gene Gowdey, DDS
10 Greenham Court
Novato, CA 94949”

3. Schedule A, Section I, Services, paragraph A, of the Original Agreement is hereby amended to read as follows:

“I. SERVICES

Contractor shall perform the following:

A. Contractor shall provide the dental services listed in Attachment II to approximately sixty-six (66) unduplicated clients with written verification of a diagnosis of HIV/AIDS. A Unit of Service (UOS) shall be defined as ONE HUNDRED TEN DOLLARS (\$110) worth of dental services. This Agreement will provide for approximately one thousand two hundred forty (1,240) UOS. Not more than nine percent (9%) of the value of each UOS shall be used for indirect costs for this project. These services will be provided to residents of San Mateo County who have provided written verification of a diagnosis of HIV/AIDS. Decisions of care will be made by the attending Contractor dentist on a case-by-case basis and will be based on documented need.

The types of services considered allowable under this Agreement are emergency, diagnostic; preventative; basic restorative; endodontics; tooth extraction - uncomplicated, simple; periodontal; and removable prosthetics. A complete list of covered procedures is listed on Attachment II.

The types of services not allowable under this Agreement are cosmetic dentistry; orthodontics; implants; and surgery requiring IV sedation, hospital services, or complex procedures.

4. Schedule B, Payments, of the Original Agreement is hereby amended to read as follows:

“PAYMENTS

County shall compensate Contractor for the services stated in Schedule A in payments for UOS provided, beginning July 1, 2001 and ending February 28, 2002. Each UOS will be paid at ONE HUNDRED TEN DOLLARS (\$110). Payments shall be paid upon receipt of invoice, and satisfactory project and fiscal reporting as determined by the AIDS Program Director or his designee. The last payment shall be withheld until all UOS are accounted for. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable.

The maximum amount of payments for the term of this Agreement is ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS (\$136,367).”

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.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. 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 September 11, 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

COMMUNITY DENTAL CARE, INC.,
A CALIFORNIA NONPROFIT CORPORATION

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

By: Gene Lowdey Dds MHA

Date: _____

Date: 11/25/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

415 363 4864 P.02/03

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: February 15, 2001

TO: Priscilla Morse, Risk Management, San Mateo County
PONY# EPS163 Fax: 363-4864

FROM: Meredith DuHamel, Contract Administrator, AIDS Program
PONY # PBH328 Fax: 573-2875

SUBJECT: Contract Insurance Approval

CONTRACTOR: Community Dental Care

DO THEY TRAVEL: No

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: 3

DUTIES (SPECIFIC): Provide dental care to people with HIV/AIDS.

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>statutory</u>

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

REQUEST WAIVER


SIGNATURE



CERTIFICATE OF INSURANCE

PRODUCER

ERNEST BLOOMFIELD & ASSOCIATES
REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
22 BATTERY STREET, SUITE 503
SAN FRANCISCO, CA. 94111

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

COMMUNITY DENTAL CARE, INC.
ATTN: DR. GENE GOWDEY
10 GREENHAM COURT
NOVATO, CA. 94949

COMPANY A FIRST NATIONAL INS. CO. OF AMERICA

COMPANY B KEMPER EMPLOYEES INS. CO.

COMPANY C GENERAL INS. CO. OF AMERICA

COMPANY D

received
11/15/01

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	CP7776787 CP7776787-01	12-18-00 12-18-01	12-18-01 12-18-02	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ 3,000,000
	<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) \$ 200,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	CP7776787 CP7776787-01	12-18-00 12-18-01	12-18-01 12-18-02	COMBINED SINGLE LIMIT \$ 1,000,000
	<input 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 checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	3RF0003946-01	10-19-01	10-19-02	<input checked="" type="checkbox"/> STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
C	OTHER PROFESSIONAL LIABILITY	HCM7776787	12-18-00	12-18-01	\$3,000,000 AGGREGATE
			12-18-01	12-18-02	\$1,000,000 PER OCCURRENCE
A	COMMERCIAL CRIME/EMPLOYEE DISHONESTY	CP7776787	12-18-00	12-18-01	\$160,000 TOTAL LIMIT
			12-18-01	12-18-02	\$ 500 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
THE CERTIFICATE HOLDER, IT'S OFFICERS, DIRECTORS, AGENTS & EMPLOYEES ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO ANY CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.
*10 DAYS IN THE EVENT OF NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

THE COUNTY OF SAN MATEO
SAN MATEO COUNTY AIDS PROGRAM
225 W. 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
ERNEST BLOOMFIELD *Ernest Bloomfield*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CG 20 26 11 85**

**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:

**THE COUNTY OF SAN MATEO
SAN MATEO COUNTY AIDS PROGRAM
225 W. 37TH AVENUE
SAN MATEO, CA. 94403**

(If no entry appears above, the 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 show in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

INSURED:

**COMMUNITY DENTAL CARE, INC.
10 GREENHAM COURT
NOVATO, CA. 94949**

PRIMARY WORDING:

It is agreed that such insurance afforded by this policy(ies) for the benefit of the additional insured(s) shall be primary & non-contributing, but only insofar as respects to work performed by the insured for the certificate holder.

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