


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: February 19, 2002
HEARING DATE: March 5, 2002

TO: Honorable Board of Supervisors
FROM: Gale Bataille, Director, Mental Health Services Division 
SUBJECT: Amendment to the Agreement with Children's Health Council

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute a modification to the agreement with Children's Health Council (CHC) for non-public school intensive mental health services for emotionally and behaviorally disturbed children.

Background

For over 10 years CHC has provided intensive mental health services for San Mateo County children with complex emotional, behavioral, and developmental problems. Services include medication assessment and treatment, classroom interventions, individual therapy, group therapy, case management, crisis intervention, and referrals to community services. Children placed at CHC are referred by Mental Health Services Division and local school districts. These youth have been unable to participate in public school and need mental health services in order to benefit from their special educational program. The Mental Health Services Division is responsible for providing those services under Government Code, Title 1, Division 7, Chapter 26.5.

During the contract period, Mental Health Services Division staff authorized services in excess of the contract. The services were critical to the welfare of clients referred to CHC. The contract should have been recommended for amendment at that time, but was not due to changes in administrative and program staff. Therefore, an amendment is recommended to your Board at this time to make final payment for the services provided during the last fiscal year.

Discussion

The 1998-2001 agreement provided for mental health services to twelve children per month. However, during the contract term, demands for treatment exceeded contract projections and staff authorized treatment. Mental Health Services Division is required to provide the services under the state mandate. The Division is reimbursed for the services by the state through SB90 funds. Billing for the additional services exceeded the contract total of \$415,800 by \$17,768.

Honorable Board of Supervisors
Amendment to the Agreement/Children's Health Council
Page 2

Administrative provisions have been put in place to assure better and timely contract monitoring and administration.

Vision Alignment

This contract with CHC keeps the commitment to Ensure Basic Health and Safety for All and goal number 8: Help vulnerable people-the aged, disabled, mentally ill, at risk youth, and others- achieve a better quality of life. The contract contributes to this commitment by providing intensive mental health services for San Mateo County children with complex emotional, behavioral, and developmental problems.

Term

The agreement is effective from July 1, 1998, through June 30, 2001 and has been reviewed and approved by both County Counsel and Risk Management. The amendment has been delayed due to verification of services provided by the contractor and discussions regarding amount of services to be authorized.

Fiscal Impact

The amended contract maximum is \$433,658. The increased cost of \$17,768 will be covered by SB90 funds. The \$17,768 will be paid out of the FY 2001-02 approved Mental Health Services Division budget. 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 CHILDREN'S HEALTH COUNCIL

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 of an amendment to the agreement, reference to which is hereby made for further particulars, whereby Children's Health Council (CHC) shall provide non-public school intensive mental health services for emotionally and behaviorally disturbed children; 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 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 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
CHILDREN'S HEALTH COUNCIL

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and CHILDREN'S HEALTH COUNCIL (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on September 29, 1998, 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 FOUR HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS (\$433,658) for the contract term.”

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 29, 1998, 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

CHILDREN'S HEALTH COUNCIL

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

By: Christopher Harris

Date: _____

Date: 2/11/02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 12, 2001

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Mary Vozlkes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Children's Health Council

DO THEY TRAVEL: Yes


PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

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>\$Yes</u>

APPROVE  WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/05/2000

PRODUCER
Sinclair-Dwyer & Co., Inc.
231 Sansome St. #500
San Francisco, Ca. 94104
415 781-7830

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 The Children's Health Council

700 Sand Hill Road
Palo Alto, CA 94303
(650) 326-5530

INSURER A: SAFETY NATIONAL CASUALTY
INSURER B:
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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PR8291	07/01/00	07/01/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-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
THIS CERTIFICATE SERVES AS PROOF OF INSURANCE ONLY

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
SAN MATEO COUNTY MENTAL HEALTH ATTN. MARY VOZIKES 225 WEST 37TH AVENUE SAN MATEO, CA. 94403		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/25/2000

PRODUCER
Sinclair-Dwyer & Co., Inc.
231 Sansome St. #500
San Francisco, Ca. 94104
415 781-7830

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INSURERS AFFORDING COVERAGE

INSURED The Children's Health Council

700 Sand Hill Road
Palo Alto, CA 94303
(650) 326-5530

INSURER A: North River Insurance
INSURER B:
INSURER C:
INSURER D: This will replace certificate issued on 4/14/00
INSURER E:

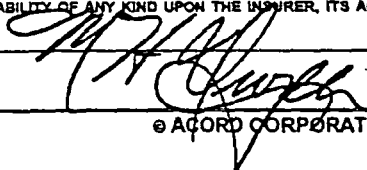
COVERAGES

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 <input checked="" type="checkbox"/> Misc. Prof. Lia \$1M/\$1M GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	5060114506	07/25/00	07/25/01	EACH OCCURRENCE \$1,000,000	
	FIRE DAMAGE (Any one fire) \$ 300,000					
	MED EXP (Any one person) \$ 15,000					
	PERSONAL & ADV INJURY \$1,000,000					
	GENERAL AGGREGATE \$3,000,000					
	PRODUCTS - COMP/OP AGG \$3,000,000					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll. \$500 Ded. <input checked="" type="checkbox"/> Comp. \$500 Ded.	5060114506	07/25/00	07/25/01	COMBINED SINGLE LIMIT (EA accident) \$1,000,000	
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	AUTO ONLY - EA ACCIDENT \$					
	OTHER THAN AUTO ONLY: EA ACC \$ AGG \$					
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER				

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

IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED BUT ONLY AS THEIR INTERESTS MAY APPEAR IN THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
SAN MATEO COUNTY MENTAL HEALTH 255 WEST 37TH AVENUE SAN MATEO, CA 94403 ATTN: MARY VOZIKES		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Children's Health Council
Contact Person: Chris Harris
Address: 700 Sand Hill Road, Palo Alto, CA 94301
Phone Number: 650-326-5530 Fax Number: 650-688-3697

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 8 day of October, 2001 at San Mateo, CA (City) (State)

Signature: Christopher Harris
Title: Executive Director
Children's Health Council

Name (Please Print): Christopher Harris
Contractor Tax Identification Number: 94-1312311

BOARD AGENDA ROUTING SLIP

DIVISION/CONTACT: Mental Health / Caryn Jurek
 SUBJECT: Childrens Health Council Agreement
 TELEPHONE: X 2532

1. Review by Division Director
 Comments:

 Initials - Date

2. Review by Risk Management
 Comments:

 Initials - Date

3. Review by County Counsel
 Comments:

ptj 1/30/02
 Initials - Date

4. Copies of agreement and resolution made by division

 Initials - Date

5. Review by Health Services Administration
 Comments:

 Initials - Date

6. Review and Signature by Margaret Taylor
 Comments:

 Initials - Date

Date received by Health Services Administration: _____