# COUNTY OF SAN MATEO Interdepartmental Correspondence

DATE: May 11, 2001 HEARING DATE: June 5, 2001

TO: Honorable Board of Supervisors

FROM: Maureen Borland, Director, Human Services Agency Yvonne Frazier, Alcohol and Drug Services Managet JA

SUBJECT: Second Amendment to Agreement with Free At Last

# Recommendation

Adopt a resolution authorizing the President of the Board to execute a Second Amendment to the FY2000/01 agreement with Free At Last in the amount of \$63,400.

# Background:

On June 20, 2000, the Board approved Resolution 63713, which authorized execution of the FY2000/01 agreement with Free At Last for the provision of alcohol and drug prevention and treatment services and authorized the Director of the Human Services Agency to execute amendments and minor modifications up to \$25,000 per agreement. As was the case with many of the alcohol and drug treatment providers, Free At Last was awarded both one-year (FY2000/01) and two-year (FY2001-02) agreements. This is a second amendment to the one-year agreement.

The first amendment to the FY2000/01 agreement with Free At Last added Outcome Based Management support services in the amount of \$15,863 and was executed by the Human Services Agency Director on December 8, 2000.

During the second quarter of FY2000/01, Alcohol and Drug Services identified a combination of rollover funds and other unexpended funds in the HIV Ancillary modality within the Alcohol and Drug Services budget. In order to best utilize these resources, Alcohol and Drug Services identified several contractors, including Free At Last, who were providing prevention services to youth through their FY2000/01 agreements which would qualify for funding through this alternate revenue stream. This amendment reflects an adjustment in the funding source for the portion of the existing services which will now be funded through the HIV Ancillary modality.

In addition, on January 23, 2001, Alcohol and Drug Services released a Request for Proposals for one-time HIV Ancillary services utilizing the remaining \$135,102 in unexpended funds. Four organizations, all current alcohol and drug service providers, submitted proposals which were reviewed by a panel of representatives of public health and HIV service providers. Free At Last was one of four applicants whose proposals were recommended for funding by the review committee which met on March 27, 2001. Processing of amendments to add the one-time HIV Ancillary services was delayed due to contract negotiations during April, 2001.

# Discussion:

Through this second amendment, Free At Last will provide additional services to enhance the effectiveness of HIV prevention and early intervention efforts among adults participating in alcohol and drug treatment and at-risk youth in ethnic minority communities, including those who are monolingual immigrants. Ancillary services for youth will include: translation of HIV prevention information into Spanish and Tongan; purchase of incentives for use by the Free At Last's outreach staff to recruit young people for risk assessment, prevention education and HIV testing; and purchase of a computer system for use in scheduling, documentation and preparation

#### Honorable Board of Supervisors Second Amendment to the FY2000/01 Agreement with Free At Last

of program materials. Ancillary services for adults will include provision of training and materials for use in the "Living Now" program of the AIDS Community Research Consortium (ACRC). The "Living Now" program trains HIV positive individuals to educate their own support networks, with special emphasis on those who engage in activities which put them at high risk for HIV infection.

The resolution and second amendment have been reviewed and approved by County Counsel's office.

### **Fiscal Impact**

The amendment increases the maximum contract obligation from the original contract obligation of \$695,243 to the new total of \$758,643. Of the \$63,400 increase associated with this second amendment, \$19,400 is for services to youth and \$44,000 is for services to adults. The entire increase is funded through state and federal block grant funds included in the FY2000/01 Alcohol and Drug Services budget. There is no Net County Cost impact as a result of this transaction.

Esther Lucas, ext. 6432 cc: Penny Bennett, Deputy County Counsel

# General Description of RFPOne-Time Funding for Alcohol and Drug<br/>HIV Prevention and Early Intervention<br/>Services for Youth/Adolescents and/or Adults<br/>in Treatment. Services for HIV education,<br/>training for the target population, referrals to<br/>appropriate HIV services, HIV prevention;<br/>HIV early intervention and HIV harm<br/>Reduction Items that can be bought with<br/>these fund are HIV educational videos and<br/>equipment, literature and brochures on the<br/>prevention of HIV, or ways to reduce the risk<br/>of spreading the HIV Virus and Hep C Virus,<br/>distribution and demonstration of the proper<br/>way to us condoms

## REQUEST FOR PROPOSALS (RFP) INFORMATION

	distribution and demonstration of the proper way to us condoms
List key evaluation criteria	<ol> <li>Agency qualifications and experience</li> <li>Appropriateness of proposal for one-time funding of a HIV prevention activity or uses of HIV prevention materials</li> <li>Consistency with the Description of Services detailed in this RFP</li> <li>Budget and reasonableness</li> </ol>
Where advertised	All Treatment and Prevention Providers + RFP coordinators list of Agencies that have expressed interest in receiving RFP info
In addition to any advertisement, list others to whom RFP was sent	N/A
Total number sent to prospective proposers	10
Number of proposals received	Four proposals were received
Who evaluated the proposals	The four review panel members were Scott Morrow, Health Officer Lisa Netherland, Outreach Coordinator Lisa Fisher, YFA -RWCYHC Program Dir Colette Drane-Hoffman - ELLIPSE Executive Dir

In alphabetical order, names of proposers (or	1) El Concilio de Libertad
finalists, if applicable) and location	2) Free at Last in colaboration with ACRC
	3) Hope Preservation, Inc.
	4) Pre to 3

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Completed form to be included with all contracts that contain funding/services issued through an RFP process. rfptempl.wpd

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#### RESOLUTION NO.\_\_\_\_\_

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

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# RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT WITH FREE AT LAST

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

WHEREAS, on June 20, 2000, the County of San Mateo entered into a one-

year agreement with Free At Last to provide alcohol and drug recovery services; and

WHEREAS, on December 8, 2000, the parties amended that Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend and

clarify the Agreement; and

WHEREAS, this Board has been presented with a form of a Second Amendment to the

Agreement and has examined and approved it as to both form and content and desires to enter into said Second Amendment to the Agreement:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Second 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.

#### SECOND AMENDMENT TO THE FY2000-2001 AGREEMENT WITH FREE AT LAST FOR ALCOHOL AND DRUG PREVENTION AND TREATMENT SERVICES

This Amendment, entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO (hereinafter

called "County") and FREE AT LAST ( hereinafter called "Contractor");

# WITNESSETH:

WHEREAS, on June 20, 2000, the parties hereto entered into a one-year Agreement for the

furnishing of alcohol and drug prevention and treatment services by Contractor to County as set

forth in that Agreement; and

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WHEREAS, on December 8, 2000, the parties amended that Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend and

clarify the Agreement;

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

#### 1. Change #1: Delete Paragraph 3.A. <u>Maximum Amount</u> and insert the new

#### Paragraph 3.A. to read as follows:

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED FORTY-THREE DOLLARS (\$758,643) 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 projections:

Org#s:	74137	74146	74146	74161	74162	74126	74161
Acct.#s:	6163	6163	6163	6163	6163	6164	6164
	CSAT	CSAT	CSAT	CSAT	County	NNA	NNA HIV
	NonRes	Wm Res	Men Res	Eval	<u>OBM</u>	PrevNF	<u>xc v</u>
Total Estimated Gross Program Costs	\$120,294	\$84,972	\$493,059	\$39,528	\$16,464	\$77,729	\$ 18,831
*Less Estimated Other Revenue	\$ 31,536	\$17,350	\$ 86,408	\$23,362	<b>\$</b> 601	\$30,839	\$ 3,201
Maximum County Contract Obligation	\$ 88,758	\$67,622	\$406,651	\$16,166	\$15,863	\$46,890	\$15,630
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Org#s:	74126	74161	74161	74133	74142		
Acct.#s:	6164	5856	5856	6163	6163		
		One-time	One-time				
	NNAPrev	NNA HIV	NNAHI	V NNA E	Dr Ct NNAD	r.Ct	
	Youth Svcs	Youth	<u>Adult</u>	NonRe	<u>s Res</u>	1	<u>'OTAL</u>
Total Estimated Gross Program Costs	\$ 65,401	\$ 20,260	\$44,000	\$6,403	\$5,254		<b>\$992,19</b> 5
*Less Estimated Other Revenue	\$ 39,351	\$ 860	\$ -0-	\$ -0-	\$44	5	233,552
Maximum County Contract Obligation	\$ 26,050	\$ 19,400	\$44,000	\$6,403	\$5,210	9	\$758,643

\*Estimated Other Revenue consists of estimates of one (1) or more of the following. third-party payments, client fees, prior year's excess fees, donations, fundraising proceeds, in-kind contributions and other grants

#### 2. Change #2: Insert Paragraph 20 to read as follows:

#### 20. Violation of the Non-Discrimination Provisions

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:

i) termination of this Agreement;

ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

iii) liquidated damages of \$2,500 per violation;

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority

to:

i) examine Contractor's employment records with respect to compliance with this paragraph;

ii) 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.

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# 3. Change #3: Delete Section II.C. in Exhibit B and insert the new Section II.C. into Exhibit B to read as follows:

C. NNA Hours of Staff Availability

Provide a total of three thousand one hundred ninety (3,190) hours of staff availability dedicated to services described in Section II. of Exhibit B including direct program services, preparation time and recordkeeping time. Provide these hours of staff availability as follows:

- 1. <u>Primary Prevention Youth Services</u> Provide two thousand one hundred twenty-seven (2,127) hours of staff availability to alcohol and drug primary prevention services.
- 2. <u>HIV Ancillary Services for Youth</u> Provide one thousand sixty-three (1,063) hours of staff availability to HIV ancillary services for youth.

# 4. Change #4: Delete Section II.D. in Exhibit B and insert new Paragraph II.D. to read as follows:

- D. <u>NNA Youth Services Payment Schedule</u> In full consideration of the services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of the Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of Human Services or her designee:
  - 1. County shall pay Contractor a maximum of FORTY ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$41,680) as follows:
    - a. County shall pay Contractor a maximum of TWENTY SIX THOUSAND FIFTY DOLLARS at the rate of TWO THOUSAND ONE HUNDRED SEVENTY DOLLARS AND EIGHTY-THREE CENTS (\$2,170.83) per month for twelve (12) months, for youth alcohol and drug primary prevention services described in Exhibit B.
    - b. In addition, County shall pay Contractor a maximum of FIFTEEN THOUSAND SIX HUNDRED THIRTY DOLLARS (\$15,630) at the rate of ONE THOUSAND THREE HUNDRED TWO DOLLARS AND FIFTY CENTS (\$1,302.50) per month for twelve (12) months, for HIV prevention (ancillary) services for youth described in Section II. of Exhibit B.

- 2. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within thirty (30) days of receipt of corrected invoice and/or supporting documentation.
- 3. Payment procedures are outlined in Attachment 3.

# 5. Change #5: Insert new Section III. into Exhibit B to read as follows:

## III. ONE-TIME HIV ANCILLARY SERVICES:

Provide the following HIV ancillary services from April 1, 2001 to June 30, 2001 in collaboration with the AIDS Community Research Consortium (ACRC) to enhance the effectiveness of HIV prevention and early intervention efforts among adult substance users in treatment and at-risk youth in ethnic minority communities, including those who are monolingual immigrants.

- A. <u>Outreach to Youth and Adults:</u>
  - 1. Prepare HIV prevention information materials in Spanish and Tongan for distribution to youth and adults.
    - a. Hire two translators to adapt and translate HIV prevention and risk reduction literature about how to prevent contraction of HIV or Hepatitis C or, if already infected, how to prevent the transmission of infection.
- B. <u>Outreach to Youth:</u>
  - 1. Purchase incentives that can be used by outreach teams during Contractor's intensive youth summer outreach initiative which entails recruiting young people for risk assessment, prevention education and HIV testing. Incentives will be given to participants who complete the assessment and return for HIV test results.
  - 2. Provide five hundred eighty-two (582) hours of staff availability to HIV ancillary services for youth.
- C. <u>Outreach to Adults:</u>
  - 1. Provide training and materials for use in the "Living Now" program of ACRC which trains HIV positive individuals to educate their own support networks, with special emphasis on those who engage in activities which

put them at high risk for HIV infection.

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- a. Hire an experienced curriculum developer/translator to adapt the "Living Now" program to suit the cultural perspective of Latinos and to translate program materials into Spanish.
- b. Design and print the program materials for the first Spanish "Living Now" program.
- c. Curriculum and informational materials prepared by ACRC as part of this project will remain the property of ACRC.
- 2. Purchase a computer system with printer for use in scheduling, tracking and documentation for the outreach services and preparation of informational flyers.
- 3. Provide four hundred sixty-eight (468) hours of staff availability to HIV ancillary services for adults.
- C. <u>NNA One-Time HIV Ancillary Services Payment Schedule</u> In full consideration of the services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of the Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of Human Services or her designee:
  - 1. County shall pay Contractor a maximum of SIXTY THREE THOUSAND FOUR HUNDRED DOLLARS (\$63,400), as follows:
    - a. County shall pay Contractor NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$19,400) at the rate of SIX THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$ 6,466.67) per month for the months of April, May and June, 2001 for HIV ancillary services for youth described in Section III of Exhibit B.
    - b. In addition, County shall pay Contractor a maximum of FORTY-FOUR THOUSAND DOLLARS (\$44,000) at the rate of FOURTEEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$14,666.67) per month for the months of April, May and June, 2001 for HIV ancillary services for adults described in Section III of Exhibit B..
  - 2. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting

documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within thirty (30) days of receipt of corrected invoice and/or supporting documentation.

3. Payment procedures are outlined in Attachment 3.

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

1. The Agreement of June 20, 2000 and the first amendment of December 8, 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 June 20, 2000 and the first amendment of December 8, 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

ATTEST:

Date

Clerk of Said Board

Date:	
FREE AT LAS	Bourd Measurer
Name, Title	Prina Haji, Bond Trasurer
Signature	5/7/07
Date	

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

#### COUNTY OF SAN MATEO Departmental Correspondence

Date: September 28, 2000

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 CONTACTED TIME? Yes

DUTIES:

Provide alcohol and drug prevention to adults and adolescents; and nonresidential and residential alcohol and drug treatment services to adults and pregnant and/or parenting women.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
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Automobile Liability	<u>\$1M_</u>	<u> </u>		
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Remarks/Comments:

Risk Management 9-28-00

Signature:

Insform.wp

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