

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: June 4, 2001

HEARING DATE: June 19, 2001

TO: Honorable Board of Supervisors

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

SUBJECT: Second Amendment to the Fiscal Year 2000/01 Agreement with Project Ninety, Inc.

RECOMMENDATION

Adopt a resolution authorizing execution of a second amendment to the Fiscal Year 2000/01 agreement with Project Ninety, Inc. in the amount of \$25,839.

Background:

On June 20, 2000 the Board approved Resolution 63713, authorizing execution of the Fiscal Year 2000/01 agreement with Project Ninety, Inc. (P-90) in the amount of \$15,120 for the provision of alcohol and drug treatment services; and authorizing 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, P-90 was awarded both one-year (FY 2000/01) and two-year (FY 2000/02) agreements. This is a second amendment to the one-year agreement.

The first amendment to the Fiscal Year 2000/01 agreement with P-90 added new federal Center for Substance Abuse Treatment (CSAT) grant funded faith initiative services in the amount of \$3,000; and Outcome Based Management support services in the amount of \$20,762. The first amendment was executed by the Human Services Agency Director on February 13, 2001. The total amended contract obligation through the first amendment was \$38,882.

Discussion:

This second amendment contains \$20,000 from Human Services Agency fund balance for start-up costs of a second adolescent alcohol and drug treatment facility, and an increase of \$5,839 in State Drug Court funds for an additional 180 days of men's South County Drug Court alcohol and drug treatment services.

P-90 is currently operating a six-bed adolescent residential treatment facility. This facility has reached its maximum capacity. State Community Care has funds available to support on-going adolescent residential alcohol and drug treatment services. In response to the demonstrated need for these services, P-90 has located property available for use as a second six-bed facility. This second facility will serve adolescent males ages 14 to 17 who are referred for alcohol and drug treatment services by Probation and Child Protective Services. On-going funds for these services

will be realized from State Community Care funds. In order to meet the State's licensing requirements, P-90 needs to complete minor renovations and purchase one-time household essentials for the facility. The Human Services Agency has identified \$20,000 in Agency fund balance to cover the one-time costs for start-up and facility renovation.

Originally the Negotiated Net Amount (NNA) Drug Court grant for South County Drug Court services was scheduled to sunset on February 28, 2001. A request to roll over unexpended funds and extend the grant through June 30, 2001 was approved by the State Alcohol and Drug Programs (ADP). This second amendment to the Fiscal Year 2000/01 agreement with P-90 adds \$5,839 in unexpended NNA (South County) Drug Court funds for the continuation of services through June 30, 2001.

The resolution and second amendment to the Fiscal Year 2000/01 agreement with P-90 have been reviewed and approved by County Counsel's office.

Fiscal Impact:

The term of the second amendment is from July 1, 2000 through June 30, 2001. Funding for the \$20,000 in one-time start-up and renovation costs for a second adolescent male residential alcohol and drug treatment facility will come from Human Services Agency fund balance; the \$5,839 for additional drug court services will come from unexpended NNA Drug Court funds. The total amended contract obligation through this second amendment is \$64,721. There is no Net County Cost associated with this second amendment.

Jane Marks, ext: 6418
2P90-1.wpd

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT
TO THE FISCAL YEAR 2000/01 AGREEMENT WITH PROJECT NINETY, INC.

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 an agreement with Project Ninety, Inc. for the furnishing of alcohol and drug treatment services as set forth in that agreement; and

WHEREAS, on February 13, 2001 the Human Services Agency Director signed a first amendment to the fiscal year 2000/01 agreement with Project Ninety, Inc.; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the fiscal year 2000/01 agreement; and

WHEREAS, this Board has been presented with a form of a second amendment to the fiscal year 2000/01 Agreement with Project Ninety, Inc. and has examined and approved it as to both form and content and desires to enter into the second 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 second amendment to the fiscal year 2000/01 agreement with Project Ninety, Inc. 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 FISCAL YEAR 2000/01 AGREEMENT WITH
PROJECT NINETY, 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 PROJECT NINETY, INC. (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on June 20, 2000, the parties hereto entered into a one-year agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, on February 13, 2001, the parties hereto entered into a first amendment to the one-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 the following language into Paragraph 1 of the body of the Agreement:

1. Exhibits and Attachments

Exhibit D: Adolescent Male Residential Facility Start-up and Renovation and Rates of Payment for Those Services.

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 Exhibits A through D, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed **SIXTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$64,721)** 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:	74142	74162	74137	74162	
Acct#s:	6163	6163	6163	6163	
	NNA Dgr.Ct.	County OBM	CSAT	County O/T	
	<u>Residential</u>	<u>Support</u>	<u>Faith</u>	<u>Start-up</u>	<u>Total</u>
Total Estimated Gross Program Costs	\$32,026	\$20,762	\$3,000	\$20,000	\$75,788
*Less Estimated Other Revenue	\$11,067	\$ -0-	\$ -0-	\$ -0-	\$11,067
Maximum County Contract Obligation	\$20,959	\$20,762	\$3,000	\$20,000	\$64,721

*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.

CHANGE #3: Insert Section D. Violation of the Non-Discrimination Provisions into Paragraph 7 of the body of the agreement to read as follows:

D. 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:

- 1) termination of this Agreement;
- 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- 3) liquidated damages of \$2,500 per violation;
- 4) 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:

- 1) examine Contractor's employment records with respect to compliance with this paragraph;
- 2) 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 thirty (30) days of such filing, provided that within such thirty (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: Delete Section I.A. from Exhibit A and insert revised Section I.A. into Exhibit A to read as follows:

- A. NNA-funded (South County) Drug Court Residential Treatment Units of Service:
1. Admit a minimum of seven (7) program participants referred by the Drug Court team. Provide a maximum of six hundred forty-six (646) days of NNA-funded (South County) Drug Court residential treatment services to individuals referred by the Drug Court team(s), for the term of the agreement.

CHANGE #5: Delete Section I.C. 1. from Exhibit A and insert revised Section I.C.1. into Exhibit A to read as follows:

1. **County shall pay Contractor a maximum of TWENTY THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$20,959), which is the portion of the contract obligation designated for NNA-funded (South County) Drug Court residential alcohol and drug treatment services.**

CHANGE #6: Exhibit D Adolescent Male Residential Facility Start-up and Renovation, attached hereto is incorporated by reference and made a part of this agreement.

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

1. The Agreement of June 20, 2000, and the first amendment of February 13, 2001, 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 February 13, 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: _____

PROJECT NINETY, INC.

By: JAMES H. STAUSBERG, EXECUTIVE DIRECTOR
Name, Title - please print

James H. Stausberg
Signature

Date: 5-23-01

2P90-1.wpd

Contractor's Tax I.D. No. 23-7398688

EXHIBIT D

**Adolescent Male Residential Facility Start-up and Renovation
PROJECT NINETY, INC.
May 1, 2001 through June 30, 2001**

I. ADOLESCENT MALE RESIDENTIAL FACILITY #2 START-UP AND RENOVATION:

Between May 1, 2001 and June 30, 2001, Contractor will complete activities necessary for start-up of Contractor's second adolescent male six-bed residential alcohol and drug treatment program. Start-up and renovation activities may include, but are not limited to: purchase of furnishings, supplies, and equipment; and completing minor renovations necessary to obtain State licensure of facility.

II. ADOLESCENT MALE RESIDENTIAL FACILITY #2 PAYMENT SCHEDULE:

- A. County shall pay Contractor a maximum of TWENTY THOUSAND DOLLARS (\$20,000) for start-up and renovations costs for a second adolescent male residential facility. Contractor will be reimbursed upon approval of this amendment and review and approval of itemized statement(s), including receipts for start-up and renovation costs, by the Alcohol and Drug Services Manager or her designee. It is understood by the parties hereto that these are one-time funds and that there is no further obligation on the part of the County to support on-going services.
- B. 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.
- C. Payment procedures are outlined in Attachment 4, hereinbelow.

COUNTY OF SAN MATEO
Departmental Correspondence

Date: September 27, 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: Project Ninety, Inc.

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

DUTIES:

Provide residential alcohol and drug treatment and treatment readiness services to adults and adolescent males.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	<u>\$2M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess Liability	<u>\$9M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <input type="checkbox"/> No employees	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/12/2000

PRODUCER (650)341-4484 FAX (650)341-4465
Business Professional Ins. Assoc. Inc.
1519 South 8 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.

COMPANIES AFFORDING COVERAGE

COMPANY A Philadelphia Indemnity
COMPANY B Safeco
COMPANY C
COMPANY D

Attn: Sandee Novello Ext: 105

INSURED
Project Ninety, Inc.
720 South B Street, #3
San Mateo, CA 94401

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	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	PHPG302868	07/01/2000	07/01/2001	GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000 PERSONAL & ADV INJURY \$ 1,000 EACH OCCURRENCE \$ 1,000 FIRE DAMAGE (Any one fire) \$ 100 MED EXP (Any one person) \$ 5
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPG3028681	07/01/2000	07/01/2001	COMBINED SINGLE LIMIT \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	PHUM 300650	07/01/2000	07/01/2001	EACH OCCURRENCE \$ 9,000 AGGREGATE \$ 9,000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ <input type="checkbox"/> PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL <input type="checkbox"/> OTHER	WC7765219B	07/01/2000	07/01/2001	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000 EL DISEASE - POLICY LIMIT \$ 1,000 EL DISEASE - EA EMPLOYEE \$ 1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is named as additional insured in regards to insured's business operations
General Liability policy only
Ten [10] day notice of cancellation for non-payment of premium shall apply

CERTIFICATE HOLDER

County of San Mateo
Alcohol and Drug Program
400 Harbor Blvd.
Belmont, CA 94002

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 LE 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/SANDEE

[Signature]

ACORD 25 (8/95)

ACORD CORPORATION