

COUNTY OF SAN MATEO
Departmental Memorandum

Date: June 4, 2001

Hearing Date: June 26, 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 Two-Year Agreement with Project Ninety, Inc.

RECOMMENDATION:

Adopt a resolution authorizing execution of a second amendment to the two-year agreement with Project Ninety, Inc. in the amount of \$4,788.

Background:

On July 11, 2000, the Board adopted a resolution that authorized the execution of a two-year (FY 2000/02) Agreement with Project Ninety, Inc. (P-90), in the amount of \$1,571,644, for the provision of alcohol and drug treatment services, among other services and authorized the Human Services Agency Director to execute amendments and minor modifications during the initial two-year period, not to exceed \$25,000. Included in the two-year agreement is the Bay Area Services Network (BASN) funded sober living environment (SLE) transitional housing services.

As part of the mid-year service utilization analysis, Alcohol and Drug Services ran a six month analysis on the BASN funded residential treatment services. Based on the results of the utilization report, and conversations with BASN providers, it was determined that the BASN funds would need to be adjusted based on participant need. BASN funds will be redistributed among existing providers based on performance and projected usage for the balance of this fiscal year. It was determined that P-90 would be providing BASN residential services above the original contract obligation. The Human Services Agency Director signed a first amendment on May 1, 2001, increasing the contract obligation for BASN men's residential treatment services by \$21,452. The amended annual contract obligation was \$1,593,096.

Discussion:

P-90 has identified capacity for additional BASN SLE slots. This second amendment will increase the annual BASN SLE services by an additional 266 days, and increase the annual contract obligation by \$4,788, for a revised annual contract obligation of \$1,597,884.

The resolution and second amendment 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, 2002. The total annual contract obligation of \$19,800 for BASN SLE transitional housing services comes from BASN and State General funds. The total annual contract obligation for the two-year agreement is \$1,597,884. There is no additional Net County Cost involved with this second amendment.

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

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO
THE FISCAL YEAR 2000/02 AGREEMENT WITH PROJECT NINETY, 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
Project Ninety, Inc. For the furnishing of alcohol and drug treatment services as set forth in that
agreement; and

WHEREAS, on May 1, 2001 the Human Services Agency Director signed a first
amendment to the fiscal year 2000/02 agreement with Project Ninety, Inc.; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the
fiscal year 2000/02 agreement; and

WHEREAS, this Board has been presented with a form of a second amendment to the
fiscal year 2000/02 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 2000/02 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 2000/02 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 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 May 1, 2001 the parties hereto entered into a first amendment to the fiscal year 2000/02 agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

CHANGE #1: 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 **THREE MILLION ONE HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS (\$3,195,768)** for the contract term. The maximum County contract obligation shall not change even if estimated other revenue changes. The maximum County obligation stated in this section is based on the following annual projections:

Org#s:	74145	74141	74141	74146	74144
Acct.#s:	6163	6163	6163	6163	6163
	NNA	BASN		CSAT	Adol.
	Mens	Mens	BASN	Mens	Male
	<u>Resid.</u>	<u>Resid.</u>	<u>SLE</u>	<u>Resid.</u>	<u>Resid.</u>
Total Estimated Gross Program Costs	\$1,002,802	\$279,207	\$19,800	\$402,678	\$327,336
*Less Estimated Other Revenue	\$ 421,340	\$ 76,638	\$ -0-	\$ 56,808	\$202,296
Maximum County Contract Obligation	\$ 581,462	\$202,569	\$19,800	\$345,870	\$125,040

Or#s:	74135	74136	74145	74145	
Acct#s:	6163	6163	6163	6163	
	Adol.	CNTY	CNTY.	CNTY	Non-
	Treat.	Treat.	Mens. Reimb.	Spec. Needs	
	<u>Readi.</u>	<u>Readi.</u>	<u>Resid. FOP</u>	<u>Resid.</u>	<u>TOTAL</u>
Total Estimated Gross Program Costs	\$32,783	\$25,008	\$198,408	\$226,679	\$2,514,701
*Less Estimated Other Revenue	\$ -0-	\$ -0-	\$ 72,639	\$ 87,096	\$ 916,817
Maximum County Contract Obligation	\$32,783	\$25,008	\$125,769	\$139,583	\$1,597,884

*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 #2: 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 #3: Amend Section II.A. (**BASN FUNDED MEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**), in Exhibit C to read as follows:

A. BASN SLE Units of Service:

Contractor will provide a total of one thousand one hundred (1,100) days of BASN sober living environment (SLE) transitional housing to a minimum of four (4) BASN program participants.

CHANGE #4: Amend Section I.B.1. (**BASN Sober Living Environment (SLE) Payment Schedule**) in Exhibit C to read as follows:

1. **County shall pay Contractor a maximum of NINETEEN THOUSAND EIGHT HUNDRED DOLLARS (\$19,800), which is the portion of the contract obligation designated for BASN Sober Living Environment (SLE) transitional housing. County shall pay Contractor at the rate of EIGHTEEN DOLLARS (\$18.00) per bed day only for actual services provided pursuant to this Agreement.**

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

1. The Agreement of July 11, 2000, and the first amendment of May 1, 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 July 11, 2000, and the first amendment of May 1, 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. STANSBERRY, EXECUTIVE DIRECTOR
Name, Title - please print

James H. Stansberry
Signature

Date: 5-21-2001

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

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 <u> X </u> Additional Insured	<u> \$2M </u>	<u> ✓ </u>	<u> _____ </u>	<u> _____ </u>
Automobile Liability	<u> \$1M </u>	<u> ✓ </u>	<u> _____ </u>	<u> _____ </u>
Excess Liability	<u> \$9M </u>	<u> ✓ </u>	<u> _____ </u>	<u> _____ </u>
Workers' Compensation <u> </u> No employees	<u> Statutory </u>	<u> ✓ </u>	<u> _____ </u>	<u> _____ </u>

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Inform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 07/12/2001

PRODUCER (650)341-4484 FAX (650)341-4465
 Business Professional Ins. Assoc. Inc.
 1519 South B 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR 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 ANY AUTO 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 ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM 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 THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL OTHER	WC77652198	07/01/2000	07/01/2001	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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 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
 Peter Kelly/SANDEE

Peter Kelly

ACORD 258 (1995)

ACORD CORPORATION