

BOS Agreement Number: _____

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT # 11-070**

This Amendment to Board of Supervisors Agreement No. 11-070 is entered into this _____ day of _____, 2011 by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **FORD STREET PROJECT, INC.**, hereinafter referred to as "CONTRACTOR."

WHEREAS, The Board of Supervisors approved the original agreement on June 28, 2011, and

WHEREAS, For more than ten years Health & Human Services Agency (HHSA) has relied on Ford Street Project (FSP) to provide drug and alcohol counseling for General Assistance (GA) clients; that service was initially eliminated from the overall GA contract, and

WHEREAS, Drug and Alcohol counseling is an integral part of recovery for GA clients and cannot be provided through the HHSA Alcohol and Other Drug Program, and

WHEREAS, Funds were allocated and approved in the 2011-2012 HHSA Budget and still available,

NOW, THEREFORE, the parties agree as follows:
To reinstate the Drug and Alcohol program funds and scope of work eliminated in the original agreement

| | | |
|-----------------------------|--------------|------------------|
| Amount of agreement: | Original | \$130,120 |
| | Amend to Add | <u>\$ 15,675</u> |
| | | \$145,795 |

Scope of work: Insert Drug and Alcohol language. See italics in Exhibit A attached.

Payment Terms: Amend Exhibit B, attached to show increase in funds.

Expected outcome of amendment:

Participation in drug and alcohol programs to address alcohol and/or other substance abuse issues is a condition of receipt of assistance for General Assistance for those applicants deemed to need those services to participate in the employment services program. Provision of this program through FSP reduces the payment of General Fund dollars directly to the client.

All other terms and conditions of Board of Supervisors Agreement # 11-070 are to remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

By _____
Kendall Smith, Chair and/or
John McCowen, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By _____
Deputy

Date : _____

HEALTH AND HUMAN SERVICES AGENCY

By _____
STACEY CRYER, HHSA Director
PAT MEEK, HHSA Assistant Director

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 5190

Line Item (Acct String): 86-3112

Org/Object Code: GR 863112

Grant: ☐ Yes ☒ No

Grant No.: _____

INSURANCE REVIEW:

RISK MANAGER

By _____
KRISTIN McMENOMEY, Director
General Services Agency

Date: _____

CONTRACTOR/COMPANY NAME

FORD STREET PROJECT, INC.

By _____
Signature

Printed Name: **Jacqueline Williams**

Title: **Executive Director**

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

FORD STREET PROJECT, INC.

139 Ford Street

Ukiah, CA 95482

Jacqueline Williams, Executive Director

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By _____

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By _____
Carmel J Angelo, Chief Executive Officer

Date: _____

Fiscal Review:

By: _____
Deputy CEO/Fiscal Date

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ **Exception #: 11-32**

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide the following services:

I. DRUG AND ALCOHOL TREATMENT FOR GENERAL ASSISTANCE (GA) RECIPIENTS

- A. *Staffing - Health and Human Services Agency (HHSA) funding, blended with other funds including Supportive Housing Program (SHP), to maintain:*
 - 1. *A drug and alcohol treatment counselor to serve at inland locations*
- B. *Treatment*
 - 1. *Conduct alcohol and drug assessments using the Assessment Severity Index (ASI) tool*
 - 2. *Develop Individualized drug and alcohol treatment plans:*
 - a. *Coordinate with GA staff to interface treatment, employment and other service plans*
 - b. *Make participant treatment plans available to GA staff upon request*
 - 3. *Counsel and treat participants according to individualized plan*
 - 4. *Conduct random sampling drug testing consistent with the GA case managers drug and alcohol treatment plan*
 - 5. *Communicate weekly with GA case managers regarding client's:*
 - a. *Assessments results*
 - b. *Progress in treatment*
 - 6. *Protect client confidentiality:*
 - a. *Utilize a signed release of information form for all necessary case conferencing in accordance with Health Insurance Portability and Accountability Act (HIPPA) and 42 CFR Part 2*
 - 7. *Locate appropriate facilities for recipients needing inpatient substance abuse treatment*
 - a. *Continue to provide outpatient services while clients remain on waiting lists for inpatient settings*
 - 8. *Secure appropriate housing opportunities for homeless clients active in the Substance Abuse Treatment Program in cooperation with GA Case Managers*

EXHIBIT A

SCOPE OF WORK – Page 2

II. EMERGENCY SHELTER

- A. Housing for homeless recipients of the County GA program at the Buddy Eller Center
 - 1. Reserve emergency shelter beds for individual adult GA recipients
 - 2. Contact the GA Unit on a daily basis to report bed availability to support the progress of mutual clients and coordinate services for potential clients
 - 3. Utilize GA referral and exit forms
- B. Develop and maintain policies and procedures that address:
 - 1. The rights and dignity of guests; which provides them with the expectation of:
 - a. Fair and unbiased application of house rules
 - b. Second chances
 - c. Ability to file grievances
 - 2. Confidentiality of client files
 - 3. Eligibility criteria for occupancy, discharge and their uniform application
 - 4. Observation of facility rules by individuals and requirements under which they may be required to leave the facility
 - 5. The rights of the CONTRACTOR to refuse emergency shelter services to any person(s):
 - a. Exhibiting bizarre or abusive behavior
 - b. With a history of such behaviors

III. COORDINATE WITH OTHER AGENCIES

- A. Participate as a member of the case conferencing team of the Homeless Continuum of Care
- B. Participate in the Homeless Services Planning Group (HSPG) meetings and all associated trainings
- C. Work in concert with other agencies in assisting families to integrate into the GA program, Supportive Housing Program, Seamless Transition Empowerment Program and other mechanisms to achieve self-sufficiency

IV. CAPACITY BUILDING

- A. Increase capacity to provide shelter and other homeless services to include:
 - 1. Maximum utilization of all beds, as practicable
 - 2. Extensive case management, tracking and reporting of client's progress towards stabilization and transitional or permanent housing
 - 3. Counseling services
 - 4. Showers and laundry for individuals not residing at the shelter

EXHIBIT A

SCOPE OF WORK – Page 3

V. REPORTING

- A. Submit monthly, by email, the following documents in the electronic format provided by HHSA as represented herein (Attachment 1, Reports 1-6)
 - 1. Report 1: GA Drug and Alcohol - Treatment:
 - a. Include client name
 - b. Itemize various aspects of treatment
 - 2. Report 2: GA Drug and Alcohol - Urine Testing:
 - a. Include client name
 - b. Type of testing performed
 - c. Cost of testing materials or fee charged
 - 3. Report 3: GA Client Bed Night Count:
 - a. Document the number of: clients and the dates they utilized the shelter
 - 4. Report 4: Capacity Building Efforts
 - a. Document efforts undertaken to increase the capacity to provide services
 - 5. Report 5: Capacity Statistics
 - 6. Report 6: Buddy Eller Showers for Nonresidents
- B. Homeless Management Information (HMIS)
 - 1. Utilize ClientTrack to provide and update HMIS data daily on all applicable clients
 - 2. Intake and subsequent interviews must include all necessary questions to populate the appropriate screens

VI. OTHER CONTRACTOR CONDITIONS AND RESPONSIBILITIES

- A. Develop and maintain policies and procedures that address:
 - 1. Eligibility criteria for occupancy and discharge and their uniform application
 - 2. The rights and dignity of guests; the fair and unbiased application of house rules, second chances and grievances
 - 3. Persons served under this agreement shall observe the house rules of the shelter facility and may be required to leave the facility if they do not observe the rules
 - 4. The right to refuse emergency shelter services to any person(s) exhibiting bizarre or abusive behavior or with a history of same behavior
 - 5. Confidentiality of client files

EXHIBIT A

SCOPE OF WORK – Page 4

VI. HEALTH AND HUMAN SERVICES AGENCY RESPONSIBILITIES

A. HHSA shall provide:

1. Consistent written methods by which individuals are referred under this agreement
2. Training for staff and volunteers on HHSA activities and procedures
3. An HHSA representative to act as liaison for housing services
4. Electronic forms for submission of reports and invoicing. (Attachments 1, Invoice, Spreadsheet and Reports 1 – 6
5. Monitoring and evaluation of services provided under this contract

End of Exhibit A

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PAYMENT TERMS

1. For satisfactory provision of services as defined in the description of services
2. Services furnished under this Agreement must be made in accordance with the unit cost basis stipulated herein
 - a. Neither expenditure nor obligation shall be incurred in excess of the authorized unit cost
 - b. Not to exceed the number of units stipulated in this agreement
 - c. Any such unauthorized expenditure shall be borne by CONTRACTOR

3. Upon submission of claims and reports using the Health & Human Services Agency provided electronic invoice; facsimile provided herein (Attachment 1 on pages 23 – 27 of original agreement)
 - a. By the twentieth day of the following month for all services provided to clients in the previous month
 - b. Invoices submitted 90 days after the service is provided must be accompanied by a letter to the County Executive Office explaining the reason for the lateness
 - c. County Administrator will determine whether to approve or disapprove payment of invoice
 - d. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement

[illegible]