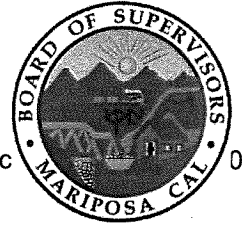


# MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



## RESOLUTION - ACTION REQUESTED 2018-255

MEETING: June 12, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Agreement with Alliance for Community Transformations to Operate Drop-In Center

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### RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Alliance for Community Transformations to Perform Counseling and Community Services in an Amount Not to Exceed \$380,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County Human Services recommends the County contract with a community-based organization that has the capacity to serve the growing population seeking services at the Wellness Center. The unmet needs and the current demand for services has far outgrown the original vision of the County Mental Health Services Act (MHSA) Road House Center.

The Alliance for Community Transformations has been operating the existing Wellness Center through a contract that was approved by the Board on November 12, 2014 with Resolution 2014-580. On November 12, 2014, Mariposa County Behavioral Health submitted a 14/15 MHSA Plan Update which described plans to contract with a community provider to operate the Wellness Center and the Department's plan to announce a Request for Proposals (RFP). Alliance for Community Transformations submitted the chosen proposal. The Mariposa County Mental Health Board approved Alliance as the awardee at their June 4, 2015, meeting.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

The existing contract was approved by the Board on June 27, 2017, through Resolution No. 2017-423

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, the problem of growing demand and unmet community need for services must be addressed at greater cost by increasing county staff.

### FINANCIAL IMPACT:

**This program will be funded with Mental Health Services Act (MHSA), Projects for Assistance in Transition from Homelessness (PATH) Homeless program, and Department of Health Care Services Substance Abuse Prevention and Treatment (SAPT) dollars, and with \$145,000 transferred in from Probation line 432-0272-613.07-87. There will be no impact to the County General Fund.**

## Resolution - Action Requested 2018-255

**ATTACHMENTS:**

**Alliance Wellness Center Agreement 2019 - Wcsignature (PDF)**

**MHSA - MHH Drop In Center Reporting Forms Attachments A,C,D,E (XLSX)**

**MHSA - MHH Drop In Center Reporting Forms Attachment B (PDF)**

**MHH Wellness Center Budget 2019 (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Merlin Jones, District II Supervisor

**SECONDER:** Marshall Long, District III Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

**AGREEMENT FOR COUNSELING AND COMMUNITY SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 12<sup>th</sup> day of June, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

**WITNESSETH:****1. TERM**

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019 unless extended as provided by this Agreement.

**2. SERVICES**

Contractor shall perform counseling and community services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

**3. COMPENSATION**

Contractor shall be compensated for services performed in an amount not to exceed \$380,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

**4. INSURANCE**

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**A. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **5. HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts.

## **6. INDEPENDENT CONTRACTOR**

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## **7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

**8. STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor’s payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers’ compensation insurance on behalf of Contractor.

**9. ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

**10. NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**  
Alliance for Community  
Transformations  
P.O. Box 2075  
Mariposa, CA 95338

**COUNTY:**  
County of Mariposa  
5362 Lemee Lane  
P.O. Box 99  
Mariposa, CA 95338  
Fax: (209) 742-0996

**11. COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## **12. PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **13. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Human Services Department. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## **14. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## **15. TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## **16. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

**17. DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

**18. CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**19. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**20. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

**21. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**22. COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**23. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**24. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.



**25. AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

**26. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

**27. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

**28. WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

**29. FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

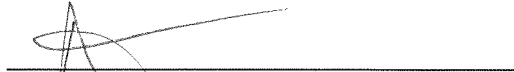
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

CONTRACTOR



Rosemarie Smallcombe, Chair  
Board of Supervisors



(Signature)

ATTEST:

APPROVED AS TO FORM:



Rene LaRoche  
Clerk of the Board



Steven W. Dahlem  
County Counsel

Exhibit A  
SCOPE OF WORK  
**Alliance for Community Transformations**  
**Mariposa Heritage House**

**I. Mariposa County Human Services - Behavioral Health and Recovery Services (MCBHRS) agrees to:**

- A. Provide behavioral health professional consultation and case staffing assistance to Mariposa Heritage House (MHH) as needed with appropriate releases.
- B. Accept referrals and linkages from Mariposa Heritage House.
- C. Hold Administrative Team Meetings to review and evaluate program effectiveness.

**II. Description of Services:**

Alliance for Community Transformations (Mariposa Heritage House Program) will provide the following services:

**A. For MHSA funding:**

- 1. *Timely Access to Services for Underserved Populations* which means to increase the extent to which an individual or family from an underserved population who needs Mental Health services because of risk or presence of Mental Illness receives appropriate services as early in onset as practicable through a Drop In Center program. The Drop In Center shall be in a convenient, accessible, acceptable, culturally appropriate setting for the homeless and underserved populations. As appropriate, the program will have a family focus.
- 2. Provision of information, referrals and linkages to community services.
- 3. Operation of a Drop-In Center (with shower facility, kitchen facility, group rooms, etc.) seven days per week from 8 am - 7 pm. MHH will stay open for dinner hours, as funding and staffing allows.

**B. For PATH funding:**

- 1. Provision of lunch or snack foods for clients of the Drop-In Center. Lunch or snack options to be determined in accordance with available funding.

**C. For AB 109 funding:**

- 1. Provision of Court Mandated Programs: Batterer's Intervention Program, Anger Management Program, Men Stopping Violence Program as funds allow and SUD Treatment Program Placement.

**D. For SAPT funding:**

1. Drug Court Support and Services: Case Staffing, Transportation of Participants to Drug Court and Treatment, Recovery Support Services for Phase 3 and 4 Participants.
2. Provision of supportive peer counseling and case management services to participants.

**E. For MHSA and AB 109 funding**

1. Provision of transportation to necessary appointments for clients as scheduled/referred by Probation or Human Services. Transportation will be scheduled 24 hours in advance according to MHH referral system to ensure adequate coverage.
2. Provision of information, referrals and linkages to community services.

**III. Reporting and Data Collection requirements:**

Alliance for Community Transformations agrees to provide the following:

**A. Quarterly reports to the County**, due 30 days after the quarter has ended (Oct 31, Jan 31, April 30, July 31).

**B. Quarterly reports for MHSA PEI activities** shall be provided on the MHSA PEI County Reporting form that includes:(Attachment A)

1. Description of ways Program encouraged access to services and follow through on referrals, challenges, successes and lessons learned and relevant examples.
2. Number of referrals to Mental Health Treatment.
3. In as much as possible, number of individuals that engaged at least one time with Mental H
4. Aggregate MHSA PEI demographics for this population.

**C. Quarterly Reports for PATH Data** for Quarterly and Annual Reports will be submitted by the 15th of each month following the end of each quarter (Jan 15, Apr 15, July 15, and Oct 15) shall include all required PATH data elements on PATH reporting form. (Attachment B)

**D. Quarterly reports for AB 109** activities shall include: (Attachment C)

1. Unduplicated number of participants and number of session in Anger Management Program.
2. Unduplicated number of participants and number of session in Men Stopping Violence.

**E. Quarterly reports for SAPT** (Attachment D)

1. Unduplicated number of Recovery Supportive Services for Phase 3 and Phase 4 Participants
2. Unduplicated number of participants receiving Recovery Supportive Services such as group participation or individual recovery support.
3. Unduplicated number of participants provided with SUD Treatment Program Placements.

**F. Aggregate Quarterly** reports will include: (Attachment E)

1. Unduplicated numbers of participants served.
2. Duplicated number of participants served.
3. Numbers of services provided, in accordance with Description of Services
4. Demographic aggregate data for all participants that includes status surrounding homelessness, mental illness, substance use/abuse, probation/criminal justice involvement (when known).

**G. Semi-annually** reports will include

1. Outcome data, both quantitative and qualitative, evaluating the success of the strategies for each program. The reports will be submitted by January 31 and July 31.

**IV. HIPAA Compliance:**

Alliance for Community Transformations agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Exhibit B  
COST PROPOSAL

**I. Payments for services rendered:**

- A. The contract total is not to exceed \$380,000. Funds for this will be paid for by Human Services.
- B. Contractor will submit detailed quarterly invoices for services rendered to Human Services.
- C. After Contractor has submitted detailed invoices, the County will pay the invoice amount within 45 days.

### Alliance Wellness Center Budget 2019

Salaries	\$ 203,885
Benefits (21%)	\$ 42,816
<b>Total Personnel</b>	<b>\$ 246,701</b>
Insurance	\$ 3,000
IT Services	\$ 2,000
Audit/Taxes	\$ 2,000
Accounting	\$ 2,000
Furniture	\$ 500
Cleaning Fees	\$ 1,000
Office Communications	\$ 2,400
Administrative	
Communications	\$ 500
Office Rent	\$ 24,900
Admin Office Rent	\$ 1,000
Office Utilities	\$ 13,000
Admin Office Utilities	\$ 500
<b>Total Operations</b>	<b>\$ 52,800</b>
Assistance to Clients	\$ 2,500
Educational Materials	\$ 1,000
Food	\$ 4,500
Memberships	\$ 1,000
Office Supplies	\$ 2,500
Postage	\$ 500
Printing/Copying	\$ 2,999
Professional Fees	\$ 2,500
Program Supplies	\$ 1,000
Training	\$ 3,000
Travel	\$ 2,000
Travel Mileage Billable	\$ 16,000
Volunteer/Staff Appreciation	\$ 3,000
<b>Total Program Expenses</b>	<b>\$ 42,499</b>
<b>Indirect Costs</b>	<b>\$ 38,000</b>
<b>Total Budget</b>	<b>\$ 380,000</b>