MARIPOSA COUNTY DEPARTMENT OF HUMAN SERVICES
BY: Cherie Rutherford-Kelly
PHONE: 966-2442

RECOMMENDED ACTION AND JUSTIFICATION:
POLICY ITEM: YES ( ) NO (X )
SEE ATTACHED

BACKGROUND AND HISTORY OF BOARD ACTIONS:
SEE ATTACHED

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS: ( ) Not Applicable
A. Budgeted CURRENT FY $5,400
B. Total anticipated costs $_________
C. Required add'l funding $_________
D. Internal transfers $_________
SOURCE: ( ) 4/5's vote required
A. Unanticipated revenues $_________
B. Reserve for Contingencies $_________
C. Source description: 
Balance in Reserve for Contingencies, if approved: $_________

CLERK’S USE ONLY:
Resolution No.: 02-328
Ordinance No.: 
Vote: Ayes: 5 Noes: ___
Approved: ( ) Denied ( ) Minute Order attached.
( ) No Action Necessary.
The foregoing instrument is a correct copy of the original on file in this office.
Date: 

MARGIE WILLIAMS
Clerk of the Board,
County of Mariposa,
State of California

A.O. Initials: UFC

Comment: There is sufficient funding in the Mental Health Recommended Budget for this agreement.
August 13, 2002

To: Members, Board of Supervisors
From: Cheryle Rutherford-Kelly
Re: Contract for Professional Services / Children's System of Care

Recommendation

It is respectfully recommended that your Board authorize us to contract with Reneé Roper, LMFT, for six months, starting August 26, 2002 through February 28, 2003 with the option to extend the contract until such time that the CSOC unit is fully staffed.

Background

The Children's System of Care is a vital part of the Human Services Department as it serves the most difficult families within the social service system. Ms. Roper has been the Social Worker Supervisor II for the program since April of 2001. During the past year the CSOC program has increased its Medi-Cal revenue and decreased the number of days children are placed in foster care.

Current Situation

Ms. Roper has provided excellent services to children and families. Her guidance to staff has improved the internal relationships as well as the relationships with other outside agencies.

Ms. Roper has recently accepted a more lucrative job offer, but is willing to consult on CSOC cases until such time as we can hire a new supervisor for the program. Ms. Roper, LMFT, has the expertise to offer the CSOC program the guidance needed to continue in-depth child and family therapy in a warm and friendly setting. Her professional direction of the CSOC program has been invaluable.

Financial

We will contract out of our CSOC grant and there is absolutely no impact on County general funds. We will pay the professional $50.00 per hour for four (4) hours a week, which is a very reasonable rate for the industry.
PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Reneé Roper, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, COUNTY is in the need of specialized services to be provided to the County Human Services Department, Children’s System of Care program, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Human Services Department, Children’s System of Care program;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This AGREEMENT shall become effective on August 26, 2002 and shall terminate on February 28, 2003 unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express 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.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. CONTRACTOR agrees to perform the services as described on Exhibit “A” attached hereto.
ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:

The sum of five thousand four hundred dollars ($5,400.00) for services as described above. The total sum to be paid to CONTRACTOR includes all labor, materials, travel and other expenses to be incurred by CONTRACTOR in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this AGREEMENT, as follows:

Incremental payments based on the following schedule:

$50.00 per Hour

Invoices

Section 4.02 CONTRACTOR shall submit invoices for all services being rendered from the CONTRACTOR to the COUNTY.

Date of Payment of Compensation

Section 4.03. Payment shall be made 10 days from the date of invoices being submitted from the CONTRACTOR to the COUNTY.

Expenses

Section 4.04. CONTRACTOR shall be responsible for all costs and expenses incident to the performance of service for COUNTY, including but not limited to, all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other CONTRACTOR'S costs of doing business. COUNTY shall not be responsible for any expenses incurred by CONTRACTOR in performing services for COUNTY.
ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01 CONTRACTOR will supply all tools and instrumentalities, required to perform the services under this AGREEMENT. CONTRACTOR is not required to purchase or rent any tools, equipment or services from COUNTY.

Section 5.02 COUNTY shall not provide working space, supplies, materials or other such support to CONTRACTOR in the performance of the services and tasks as described herein.

Indemnification of Liability

Section 5.03. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly form any act or failure of CONTRACTOR, including all claim relating to the injury or death of any person or damage to any property.

Workers' Compensation

Section 5.04. CONTRACTOR shall provide Workers' Compensation insurance as required by the State of California for all services provided hereunder.

Assignment

Section 5.05 CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTORS' expertise in her field and, therefore, neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.
State and Federal Taxes

Section 5.06. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:
COUNTY will not withhold FICA (Social Security) from CONTRACTOR'S payments;
COUNTY will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;
COUNTY will not withhold state or federal income tax from payment to CONTRACTOR;
COUNTY will not make disability insurance contributions on behalf of CONTRACTOR;
COUNTY will not obtain workers' compensation insurance on behalf of the CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF COUNTY
Cooperation of County

Section 6.01. COUNTY agrees to comply with all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT
Termination on Occurrence of Stated Events

Section 7.01. This AGREEMENT shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of CONTRACTOR;
2. Death of CONTRACTOR.

Termination by County for Default of Contractor

Section 7.02. Should CONTRACTOR default in the performance of this AGREEMENT or materially breach any of its provisions, COUNTY, at COUNTY'S option, may terminate this AGREEMENT by giving written notification to CONTRACTOR.
Termination for Failure to Make Agreed upon Payments

Section 7.03. Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR'S option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either PARTY to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses appearing below, but each PARTY may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY: Mariposa County
P.O. Box 7
Mariposa, Ca. 95338

CONTRACTOR Renée Roper
38294 Artesian Way
Oakhurst, Ca. 93644

Section 8.02. This AGREEMENT supersedes any and all agreements, either oral or written, between the PARTIES hereto with respect to the rendering of services by CONTRACTOR for COUNTY and contains all the covenants and agreements between the PARTIES with respect to the rendering of such services in any manner whatsoever. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not embodied herein, and that no other agreement, statement, or
promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorney’s Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that PARTY may be entitled.

Governing Law

Section 8.05. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

CONTRACTOR:

\[Signature\]
Robert C. Stewart, Chairman
Board of Supervisors
Date: 8-1-02

\[Signature\]
Contractor Signature
Date: 8-29-02
Social Security or Taxpayer Identification Number 570-61-2446

APPROVED AS TO FORM AND LEGAL SUFFICIENCY;

\[Signature\]
JEFFREY G. GREEN, County Counsel
Exhibit A
Scope of Work

Contractor will work under the guidance and direction of the Director of Human Services.

Contractor will provide professional case management supervision to the CSOC staff.

Contractor will provide professional assessment of CSOC staff treatment plans.

Contractor will work within the laws and regulations, County, State or Federal, governing juveniles, their families and the CSOC program.

Contractor will meet the professional and ethical standards of the National Association of Social Workers and will strive for best practice approaches.

Contractor’s work schedule per this agreement is for four (4) hours a week. A weekly schedule will be determined the week prior according to staffing needs.