RESOLUTION - ACTION REQUESTED 2017-9

MEETING: January 10, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Mariposa Safe Families Prevention Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa Safe Families to carry out substance abuse prevention activities in an amount not to exceed $72,236; and authorize the Board of Supervisors Chair to sign the Agreement.

On August 19, 2008, as approved by the Board per Resolution Number 08-394, the Department sent out a letter of interest to all community partners who were potentially qualified to administer the Substance Abuse Prevention Programs. A committee was convened to review proposals, and it was decided that Mariposa Safe Families would provide these services. Mariposa Safe Families has provided excellent services and staff is recommending that the County enter into another Agreement with this organization for substance abuse prevention activities.

The total amount of the contract is $72,236. There is no impact to the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous contract was approved on December 8, 2015, by Resolution No. 2015-577.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services of this agency would not be available to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT:
This Agreement is funded through Federal Substance Abuse Prevention and Treatment funds. This Agreement is budgeted in the Alcohol and Drug Budget 001-0403. There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa Safe Families Prevention 2017 contract (DOC)
Mariposa Safe Families Prevention 2017 Exhibit A v3 (DOC)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Menetrey, Smallcombe, Jones, Long, Cann
CONTACT FOR SERVICES

This Contract made this 10th day of January, 2017 between:

COUNTY: MARIPOSA COUNTY
Department of Human Services
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

and

CONTRACTOR: MARIPOSA SAFE FAMILIES
P.O. Box 545
Mariposa, CA 95338

ARTICLE I. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on October 1, 2016 and shall terminate on September 30, 2017, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 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 Contract 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 Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Human Services Director who will review the activities and performance of the Contractor and administer this Contract.
ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Human Services Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor’s employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor’s services.

3.03 Employment of Assistants: Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of Seventy-Two Thousand Two Hundred Thirty-Six Dollars ($72,236). 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 as follows:

[ ] Total sum to be paid upon completion of services.

or

[X] Incremental payments based on the following schedule:
Quarterly payments based on submitted invoices; see Exhibit A
4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. 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.

5.02 **Indemnification:** 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 from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers
and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 Workers’ Compensation: During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract 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.

5.07 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.
5.08 **Records:** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.09 **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 **Assignability of Contract:** It is understood and agreed that this Contract 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 Contract will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor's duties under this Contract.

6.02 **Assignment:** Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF CONTRACT**

7.01 **Termination on Occurrence of Stated Events:** This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.
7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County’s option, may terminate this Contract by giving written notification to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** 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 and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, 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.

8.02 **Entire Agreement of the Parties:** This Contract supersedes any and all contracts, 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 contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, 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 contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
8.03 **Partial Invalidity:** If any provision in this Contract 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.

8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's 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.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

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

**CONTRACTOR:**

Mariposa Safe Families

By: [Signature] 12-8-16 (signature) (date)

[Printed Name]

**COUNTY:**

County of Mariposa

By: [Signature] 11-10-17 (date)

Mariposa County Board of Supervisors

[Printer Name]

**APPROVED AS TO FORM:**

Steve W. Dahlem

County Council
Mariposa County Alcohol and Other Drug Prevention Program
and the Friday Night Live and Club Live Programs
Requirements for Contractor

Mariposa County Human Services, through the Behavioral Health and Recovery Services division (MCBHRS), will contract with Mariposa Safe Families (MSF) to implement Mariposa County Prevention Program and the Friday Night Live and Club Live programs.

1. By June 30, 2017, MSF will work with the county designated prevention coordinator to review, update, and amend the Mariposa County AOD Prevention Strategic Planning Goals/Objectives and submit revisions to Mariposa County Behavioral Health and Recovery Services (MCBHRS). These revisions will be incorporated into the ongoing version of the Mariposa County Strategic Prevention Plan (SPP) and submitted to the State Department of Alcohol and Drug Programs (ADP), for further review and approval. MSF agrees to continue to work with MCBHRS and ADP to review and amend the plan annually. MSF shall provide services in accordance with the goals and objectives outlined in the SPP.

2. Upon approval by ADP of an amended Strategic Plan, MSF shall submit a revised Evaluation Plan to MCBHRS within sixty (60) days and shall submit by July 31, 2017 a written evaluation of progress covering the period July 1, 2016 through June 30, 2017. MSF will continue to use the California Health Kids Survey and the Youth Development Survey as evaluation tools.

3. MSF will participate actively in the Mariposa Abuse Prevention Coalition and continue working with existing community groups in a prevention network as outlined in the Strategic Plan. This will provide a vehicle for training and development of groups to support and implement environmental prevention strategies for our county. MSF will also use this as a means of ongoing evaluation.

4. MSF will continue to implement Environmental Prevention Strategies in accordance with the Mariposa County Strategic Prevention Plan.
5. MSF will contribute to the ongoing development of the Alcohol and Drug Prevention Strategic Prevention Plan, any changes will be submitted to the County for review and revision, and the amended version when completed will be presented by the County to ADP for approval.

6. MSF will continue to facilitate Friday Night Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live Programs.

7. MSF will continue to facilitate Club Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live programs. All Friday Night Live and Club Live Programs will be fully implemented by January 31, 2017.

8. MSF agrees to provide monthly service data for each of these Friday Night Live programs (including activities conducted, numbers of youth seen, sign in sheets, correctly completed reporting forms, and other data as required by Friday Night Live Partnership) to the MCBHRS designated prevention coordinator for the purpose of tracking CalOMS data entry, no later than the 10th of the month for the previous month’s data. (i.e. submit October report by November 10th). Any delays in providing monthly data may result in delay or withholding of payment by MCBHRS.

9. MSF agrees to provide quarterly narrative reports to MCBHRS in accordance with SAPT and FNL contracts, no later that the 10th of the month for the previous reporting quarter (i.e. submit October-December quarterly narrative report by January 10th). Reports will be due on January 10th, April 10th, July 10th, and October 10th.

10. MSF agrees to provide quarterly fiscal reports/invoices to the MCBHRS for the purpose of reimbursement, no later that the 10th of the month for the previous fiscal quarter (i.e., submit October —December quarterly fiscal report by January 10th). Reports will be due on January 10th, April 10th, July 10th, and October 10th.

11. MSF will coordinate attendance at State or regional trainings with MCBHRS. MSF shall be given any county-assigned free training slots.
12. Payments for services will be made quarterly. Four payments of $18,059 totaling $72,236 per year will be made to the contractor. These payments will be based on the submitted invoices and verification of services via the quarterly narrative reports and CalOMS data reports.

Quarterly Invoicing shall be as follows:
October – December 2016  
1st Quarter  Due January 15, 2017
January – March 2017  
2nd Quarter  Due April 15, 2017
April – June 2017  
3rd Quarter  Due July 15, 2017
July – September 2017  
4th Quarter  Due October 15, 2017

In accordance with the Trafficking Victims Protection Act, MCBHRS includes in its new or amended contracts the following required language:

1) MSF, MSF’s employees, subcontractors, and subcontractors’ employees may not engage in:
   a) severe forms of trafficking in persons;
   b) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;
   c) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or
   d) acts that directly support or advance trafficking in persons, including the following acts:
      i) destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents.
      ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from
which the employee was recruited upon the end of employment if requested by the employee, unless;

(1) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

(a) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or

(b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

f) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

g) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

h) Providing or arranging housing that fails to meet the host country housing and safety standards.

i) MCBHRS may unilaterally terminate this award, without penalty, if MSF or a sub recipient that is a private entity, is determined to have violated a prohibition of the TVPA of this award term, or has an employee who is determined by an authorized MCBHRS official to have violated a prohibition of the TVPA through conduct that is associated with performance under this award or imputed to the MSF or sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180,
"OMB Guidelines to Agencies on Government – wide Debarment and Suspension (Nonprocurement)."

j) MSF must inform authorized MCBHRS official immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

2. Contract Termination

a) MCBHRS, under the direction of the Director, will immediately terminate the contract with any provider who has violated the TVPA. The provider will be notified of the termination in writing.

Services provided by MSF will not relocate or reduce without notification to the MCBHRS and approved by the Department of Health Care Services.