RESOLUTION - ACTION REQUESTED 2017-749

MEETING: November 7, 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 Human Services staff recommend 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 January 10, 2017, by Resolution No. 2017-9.

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:
MSF 2018 Agreement - Wcsignatures (PDF)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of Nov., 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa Safe Families, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on October 1, 2017 and terminate on September 30, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform prevention 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 $72,236. 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 $2,000,000 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 $1,000,000 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 Entity. The Entity 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 amendingatory 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 Entity 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 to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s 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 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.

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:**  
Mariposa Safe Families  
P.O. Box 545  
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 enforce any of the provisions hereof, 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 be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement 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, 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

[Signature]
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

[Signature]

ATTEST:

[Signature]
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem
County Counsel
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, 2018, 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, 2018 a written evaluation of progress covering the period July 1, 2017 through June 30, 2018. 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, 2018.

8. MSF agrees to provide input into PPSDS and 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 verifying PPSDS 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 than 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. Additionally, MSF agrees to provide the annual state progress update no later than September 10th of each year.

10. MSF agrees to attend monthly state support calls and state required provider trainings.

11. MSF agrees to train staff in the CLAS standards and implement the CLAS standards. MSF agrees to attend all cultural competence trainings provided by MCBHRS.

12. MSF agrees to provide quarterly fiscal reports/invoices to the MCBHRS for the purpose of reimbursement, no later than 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.

13. MSF will coordinate attendance at State or regional trainings with MCBHRS. MSF shall
be given any county-assigned free training slots.
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.

Mariposa Safe Families 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

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:

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<thead>
<tr>
<th>Period</th>
<th>Quarter</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>October – December 2017</td>
<td>1st Quarter</td>
<td>Due January 15, 2018</td>
</tr>
<tr>
<td>January – March 2018</td>
<td>2nd Quarter</td>
<td>Due April 15, 2018</td>
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<tr>
<td>April – June 2018</td>
<td>3rd Quarter</td>
<td>Due July 15, 2018</td>
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<tr>
<td>July – September 2018</td>
<td>4th Quarter</td>
<td>Due October 15, 2018</td>
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