RESOLUTION - ACTION REQUESTED 2021-428

MEETING: July 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Alliance for MHH Drop-In Center

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Alliance for Community Transformations to operate the Mariposa Heritage House (Substance Use Disorder Recovery and Drop in Center) in an amount not to exceed $253,700; and Authorize the Board of Supervisors Chair to sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County Health & Human Services Agency has been contracting with Mariposa Heritage House to provide Substance Use Disorder Recovery Services and Supports since 2014. Over time, HHSA has worked with Alliance to expand their services to become a Homeless Drop In Center, provide Housing Navigation and Supports for Whole Person Care participants and homeless community members, operate a HUD funded Continuum of Care Permanent Supportive Housing Program, and provide disaster case management following the Detwiler Fire of 2018. Through these collaborative projects, Alliance for Community Transformations has demonstrated their capacity to work with the homeless community.

Financial: Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this Program. These include: Substance Use Disorder Block Grant Funds, AB 109 Funds through a partnership between Probation and HHSA, and Social Services Realignment funds if necessary. No General Fund is being sought at this time for this program and there is no impact on the General Fund. In fact, our hope is that by serving the recovery and homeless communities and providing shelter, resources from our law enforcement partners will not be as needed for emergency response.

The Board approved a previous Agreement with Alliance to operate the combined Drop-In Center and Connections Homeless Shelter on September 17, 2019 by Resolution 2019-546. The FY19-20 combined Drop-In Center and Connections Homeless Shelter agreement is being split into two separate agreements for FY20-21. The most recent agreement is for the Drop-In Center operation during FY20-21.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

REF ID# 11960
Mariposa County Board of Supervisors could make a decision not to approve this contract with Alliance. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

FINANCIAL IMPACT:
If this grant is awarded, the HHSA share of costs will be $253,700. Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this Program. This program will be funded with Department of Health Care Services Substance Abuse Block Grant (SABG) funds and with $145,000 transferred in from Probation line 432-0272-613.07-87 and Realignment funds (if necessary). There is no impact to the County General Fund.

ATTACHMENTS:
Alliance for Community Transformations MHH Agreement 2022 (PDF)
MHH - Exhibits A thru C (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
AGREEMENT FOR COUNSELING AND COMMUNITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations, Inc. ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling and community services as described in Exhibit A, "Scope of Work" and Exhibit C, "Reporting Requirements", which are 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 $253,700. Contractor’s rates are listed in Exhibit B, “Cost Proposal.” County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this 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 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 a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: 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 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 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, Contractor’s insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of 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 at least thirty (30) calendar days’ notice to 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 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 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 County. County may require 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 County.
(7) Verification of Coverage: Contractor shall furnish 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. 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, 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 of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County’s sole negligence of 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 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. **AUDITS AND INSPECTIONS**

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor’s compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. **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, Inc.
P.O. Box 2075
Mariposa, CA 95338

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinances 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.

13. **PUBLIC RECORDS ACT**

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

14. **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. 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.

15. **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.

16. **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 be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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.
17. **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.

18. **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 such 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.

19. **CAPTIONS**

The captions of this Agreement are for convenience and 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.

20. **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.

21. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

22. **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.

23. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or
adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. 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.

25. CONTROLLING LAW

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

26. 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 this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. 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.

28. 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.
29. **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.

30. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year 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, 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 amendment to this Agreement 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.

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**COUNTY OF MARIPosa**

Marshall Long, Chair
Board of Supervisors

**CONTRACTOR**

Alison Tudor, Executive Director
Alliance for Community Transformations

**COUNTERSIGNED:**

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel
Exhibit A - SCOPE OF WORK

I. Description of Services

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

A. Operation of a drop-in center for homeless and underserved individuals:
   a. Facility will be open Monday-Friday weekly from 8am-5pm. Should services not be provided and/or available five days a week, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (HHSA) at least five (5) business days before implementation of change of business.
   b. MHH will be closed 4 days a year for staff meetings and training.
   c. Will provide information, referrals, and linkages to community services.
   d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Homeless and Housing services:
   a. Conduct intakes and provide case planning and case management support individuals enrolled in the MHH Housing program.
      i. All housing intake referrals shall be completed within five business days.
      ii. All housing intakes shall be input into the Central Sierra Continuum of Care (CoC) Coordinated Entry form and Homeless Management Information System (HMIS) within three (3) business days of the intake interview.
      iii. Conduct assessment utilizing agreed upon assessment tools, this may include, but not be limited to, Central Sierra Continuum CoC Survey Long form 2.0 or Central Sierra CoC’s HMIS Project Entry form.
      iv. For every household seeking any type of housing related assistance to be included in the HMIS data collection system with client consent.
      v. Track household progress within the various housing programs as necessary for continuity of care.
      vi. Participate in regular multi-agency team meetings to coordinate housing support for homeless individuals (housing team, CoC calls, housing MDT meetings, and others)
      vii. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services whenever possible.
      viii. Provide individualized case planning and provide case management at least weekly in order to support individuals experiencing homelessness.

C. Provision of Court Mandated Programs including, but not limited to, Batterer’s Intervention Program, Anger Management Program, and Child Abuse Intervention Program
   a. Documentation of the completion rate of each program.

Substance Abuse Prevention and Treatment Block Grant (SAPG)
D. All SAPT activities are subject to all applicable federal and state laws, regulations and standards. The contractor shall be familiar with and establish written policies and procedures consistent with the requirements listed below, as applicable:
   b. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
   c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
   d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
   e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
   g. CFR, Title 45, Part 96, Block Grants.
   h. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.
   i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
   j. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
   k. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures
E. The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with SAPT requirements.
   a. Any decency identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.
F. Contractor shall comply with Minimum Quality Drug Treatment Standards, as applicable.
   a. Personnel Policies
      i. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
         1. Application for employment and/or resume;
         2. Signed employment confirmation statement/duty statement;
         3. Job description;
         4. Performance evaluations;
         5. Health records/status as required by program or Title 9;
         6. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
         7. Training documentation relative to substance use disorders and treatment;
         8. Current registration, certification, intern status, or licensure;
         9. Proof of continuing education required by licensing or certifying agency and program; and
10. Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body’s code of conduct as well.

ii. Job descriptions shall be developed, revised as needed, and approved by the Program’s governing body. The job descriptions shall include:
   1. Position title and classification;
   2. Duties and responsibilities;
   3. Lines of supervision; and
   4. Education, training, work experience, and other qualifications for the position.

iii. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
   1. Use of drugs and/or alcohol;
   2. Prohibition of social/business relationship with clients or their family members for personal gain;
   3. Prohibition of sexual contact with clients;
   4. Conflict of interest;
   5. Providing services beyond scope;
   6. Discrimination against clients or staff;
   7. Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
   8. Protection of client confidentiality;
   9. The elements found in the code of conduct(s) for the certifying organization(s) the program’s counselors are certified under; and
   10. Cooperation with complaint investigations.

iv. If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
   1. Recruitment;
   2. Screening;
   3. Selection;
   4. Training and orientation;
   5. Duties and assignments;
   6. Scope of practice;
   7. Supervision;
   8. Evaluation; and

v. The contractor shall not employ any party listed on the exclusions list from the System for Award Management (SAM).

G. Provision of SUD treatment program supports to include:
   a. Linkage and transportation to placement
   b. Peer Counseling for relapse prevention or to link to treatment.
   c. Addiction Recovery Supports
   d. Referrals to other services
i. All referrals are to be documented as to the referral and follow up.
ii. Referrals for pregnancy testing, HIV testing and TB testing will be available for all clients.
iii. For perinatal clients
   1. On the referral for SUD services indicate Perinatal status
      a. Provide perinatal referrals within 48 hours
   2. Provide support referrals to prenatal and pediatric health care, childcare, substance use effects education, and parenting education
   e. Recovery support services for Drug Court.
H. Provide transportation to necessary appointments for SUD clients as scheduled/referred by Probation or HHS, as available.
   a. Transportation will be scheduled at least 24 hours in advance in accordance with the MHH referral system to ensure adequate coverage.
I. SAPT services may not be provided while the client is in jail or prison. Services at the Jail will be covered under Substance Use Disorder realignment.
J. All client records and disclosures are to be maintained in a confidential manner as outlined in federal and state guidelines.
K. Funds may not be used for the distribution of sterile needles or syringes
L. Contractor shall ensure equal access to quality care by diverse populations, each service provider shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) standards.
   a. The county provides free training pertaining to the CLAS standards annually. If the provider chooses not to attend this training, they must show proof of cultural training within the same year.
   b. Contractor shall adopt a non-discrimination policy in accordance with federal and state laws.
M. Contractor shall ensure that services comply with Trafficking Victims Protection Act of 2000 (TVPA)
   a. Conduct annual training on TVPA for all staff.

AB109

N. Identify PRCS or 1170 clients as referred through probation
   a. Provide every identified client with a needs assessment
      i. Provide referrals as needed and coordinate with probation officer
   b. If transportation is indicated as a need, provide or arrange for transportation of the client
   c. Provide relapse prevention counseling, assist the client with entering treatment if indicated.
   d. Refer the client to Substance Use Disorder treatment at the county if indicated.
   e. Provide client case number or signature on all receipts of merchandise or services purchased for a particular client.

Reporting/Invoicing
O. Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.

P. Housing: Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including, but not limited to, HMIS and CoC’s Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
   a. All intakes must be input into the HMIS system within three (3) business days of the intake interview.
   b. The contractor will attend local, regional, and statewide housing meetings.
   c. The contractor shall submit monthly reports to HHSA.

Q. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).

R. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates.

Mariposa County Health and Human Services will provide the following services to help support Mariposa Heritage House:

A. Provide behavioral health professional consultation and case staffing assistance to MHH as needed with appropriate releases.
B. Accept referrals from Alliance for Community Transformations, Mariposa Heritage House Program, professionally and timely.
C. Pay appropriate invoices within thirty (30) business days upon receipt.
D. Hold Administrative Team Meetings to review and evaluate program effectiveness.
E. Assist MHH in obtaining and providing appropriate documentation to meet program and fiscal requirements.
# Heritage House Budget

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<th>Mariposa Heritage House Budget FY 2021/2022</th>
<th>Mariposa County Y2</th>
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<td><strong>Annual totals:</strong></td>
<td>$ 253,700</td>
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**Personnel**

- **Executive Director**: oversees grant management and program direction; fills in for program director when needed
  - **$ 5,000**

- **Program Specialist 5.1**: supports on site systems, data entry & tracking at MHH
  - **$ 5,792**

- **Counselor 5.1**: facilitates daily programming and SUD counseling at MHH
  - **$ 40,222**

- **Program Director 1.1**: oversees all staff & programs at MHH
  - **$ 26,884**

- **Program Specialist 20**: facilitates housing navigation services at MHH

- **Program Aide 2**: assists with daily programming at MHH
  - **$ 35,378**

- **Program Specialist 8.1**: facilitates daily programming at MHH
  - **$ 33,752**

- **Program Aide 6.1**: position no longer filled due to county budget cuts

- **Program Coordinator 4**: position no longer filled due to county budget cuts

- **Program Specialist**: vacant position funded entirely by CDBG funding

- **Program Specialist**: temporary staff filling in for staff on leave(s) of absence
### Overtime:
- Cost of hourly staff’s overtime when necessary: $500

### Personnel Subtotal
- Personnel subtotal: $147,528

### Employee Benefits - 21% of Staff Time
- Employee Benefits: $30,981

### Personnel Total
- Personelle total: $178,509

#### Operating Costs

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<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>$3,500</td>
</tr>
<tr>
<td>IT Services</td>
<td>$486</td>
</tr>
<tr>
<td>Audit/Taxes</td>
<td>$630</td>
</tr>
<tr>
<td>Accounting</td>
<td>$1,820</td>
</tr>
<tr>
<td>Subtotal of shared costs</td>
<td>$6,436</td>
</tr>
</tbody>
</table>

#### Computer Equip/Software
- Furniture: $1,379

#### Facility Costs
- Communications Office/Shelter: $1,379
- Office Rent: $18,531
- Office Utilities: $3,738
- Subtotal of facility costs: $23,648

#### Programmatic Costs
- Assistance to Clients: $1,750
- Educational Materials: $1,992
- Food
  - Memberships: $1,992
  - Office Supplies: $1,575
- Postage: $120
- Printing/Copying: $125
- Professional Fees: $1,800
- Program Supplies: $2,299
- Training: $2,025
- Travel
  - Travel Mileage Billable: $330
- Volunteer/Staff Appreciation
- Subtotal of programmatic costs: $12,016

### Operating Total
- Operating total: $42,100
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct costs</td>
<td>$220,609</td>
</tr>
<tr>
<td>Indirect costs</td>
<td>$33,091</td>
</tr>
<tr>
<td>Total costs</td>
<td>$253,700</td>
</tr>
</tbody>
</table>

*Revised 4/1/21*
## AB 109 Reporting

**Program Name:** Heritage House Drop-in Center  
**Reporting Month:**

<table>
<thead>
<tr>
<th>Data to Capture</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated needs assessments</td>
<td></td>
</tr>
<tr>
<td>Unduplicated transportation services provided</td>
<td></td>
</tr>
<tr>
<td>Unduplicated relapse prevention counseling</td>
<td></td>
</tr>
<tr>
<td>Unduplicated Substance Use Disorder referrals</td>
<td></td>
</tr>
</tbody>
</table>

## Data to Capture

<table>
<thead>
<tr>
<th>Data to Capture</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated number of participants in the anger management program</td>
<td></td>
</tr>
<tr>
<td>Unduplicated number of graduations from anger management</td>
<td></td>
</tr>
<tr>
<td>Unduplicated number of participants in BIP</td>
<td></td>
</tr>
<tr>
<td>Unduplicated number of graduations from BIP</td>
<td></td>
</tr>
<tr>
<td>Number of PRCS/1170 client initial needs assessments</td>
<td></td>
</tr>
<tr>
<td><strong>Unduplicated</strong> number of clients referred to treatment programs</td>
<td></td>
</tr>
</tbody>
</table>

## SAPT Reporting

**Program Name:** Heritage House – Drop-in Center  
**Reporting Month:**

## SAPT funding:

<table>
<thead>
<tr>
<th>Drug Court Data to Capture</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data to Capture</td>
<td>Unduplicated Numbers</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>1. Number of referrals to County MH Services</td>
<td></td>
</tr>
<tr>
<td>2. Number of individuals that engaged in County MH treatment</td>
<td></td>
</tr>
<tr>
<td>3. Total number of homeless served</td>
<td></td>
</tr>
</tbody>
</table>

**Unduplicated number of drug court participants in phase 3 or 4**

Duplicated number of clients provided transportation to drug court and treatment (total number of transportation encounters provided)

**Unduplicated number of Drug Court participants provided with SUD treatment program placements as requested by Health and Human Services**

**Unduplicated number of Recovery Support Services for Phase 3 and 4 participants**

**Unduplicated number of Drug Court participants receiving recovery support services such as group participation or individual recovery support**

**Total number of support groups/activities**

**SAPT Data to Capture**

<table>
<thead>
<tr>
<th>Unduplicated number of clients</th>
<th>Duplicated number of clients provided transportation (total number of transportation encounters provided, unduplicated from drug court reporting)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated number of Perinatal clients</td>
<td></td>
</tr>
<tr>
<td>Unduplicated number of Recovery Support Services</td>
<td></td>
</tr>
<tr>
<td>Unduplicated number of participants receiving recovery support services such as group participation or individual recovery support</td>
<td></td>
</tr>
<tr>
<td>Unduplicated number of SUD referred to county treatment program</td>
<td></td>
</tr>
<tr>
<td>Total number of support groups/activities</td>
<td></td>
</tr>
</tbody>
</table>

**Unduplicated Substance Use Disorder services in jail**

**Housing Reporting Requirements:**

<table>
<thead>
<tr>
<th>Housing Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Name</td>
</tr>
<tr>
<td>Reporting Month</td>
</tr>
</tbody>
</table>

1. Number of referrals to County MH Services

2. Number of individuals that engaged in County MH treatment

3. Total number of homeless served
4. Total number of individuals served

5. Average interval between referral and engagement (Measured in days) ____________ Days

<table>
<thead>
<tr>
<th>Data to Capture</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Numbers of Intakes in reporting Period (report in HMIS)</td>
<td></td>
</tr>
<tr>
<td>Number of VI-SPADT or assessment tools used to rank housing needs</td>
<td></td>
</tr>
<tr>
<td>Number of cases managed for housing</td>
<td></td>
</tr>
<tr>
<td>Number of people housed within the reporting period</td>
<td></td>
</tr>
<tr>
<td>Number of people removed from housing within reporting period</td>
<td></td>
</tr>
</tbody>
</table>
# Heritage House Monthly Reporting

## Unduplicated Census

<table>
<thead>
<tr>
<th>Age</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15</td>
<td></td>
</tr>
<tr>
<td>16-25</td>
<td></td>
</tr>
<tr>
<td>26-59</td>
<td></td>
</tr>
<tr>
<td>60+</td>
<td></td>
</tr>
<tr>
<td>Decline to state</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Race</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian or Alaskan Native</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
</tr>
<tr>
<td>Black or African American</td>
<td></td>
</tr>
<tr>
<td>Native American or other Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>White</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>More than one race</td>
<td></td>
</tr>
<tr>
<td>Decline to Answer</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assigned at Birth</td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Decline to State</td>
<td></td>
</tr>
<tr>
<td>Current Gender Identity</td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Transgender</td>
<td></td>
</tr>
<tr>
<td>Queer</td>
<td></td>
</tr>
<tr>
<td>Questioning or unsure</td>
<td></td>
</tr>
<tr>
<td>Another Gender Identity</td>
<td></td>
</tr>
<tr>
<td>Decline</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sexual Orientation</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gay or Lesbian</td>
<td></td>
</tr>
<tr>
<td>Hetero or Straight</td>
<td></td>
</tr>
<tr>
<td>Bisexual</td>
<td></td>
</tr>
<tr>
<td>Questioning or Unsure</td>
<td></td>
</tr>
<tr>
<td>Queer</td>
<td></td>
</tr>
<tr>
<td>Another Sexual Orientation</td>
<td></td>
</tr>
<tr>
<td>Decline</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Veteran Status</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Decline to State</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Language</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethnicity</td>
<td>Totals</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td></td>
</tr>
<tr>
<td>Caribbean</td>
<td></td>
</tr>
<tr>
<td>Central American</td>
<td></td>
</tr>
<tr>
<td>Mexican/Mexican-American</td>
<td></td>
</tr>
<tr>
<td>Puerto Rican</td>
<td></td>
</tr>
<tr>
<td>South American</td>
<td></td>
</tr>
<tr>
<td>Non-Hispanic or Latino</td>
<td></td>
</tr>
<tr>
<td>African</td>
<td></td>
</tr>
<tr>
<td>Asian Indian/South Asian</td>
<td></td>
</tr>
<tr>
<td>Cambodian</td>
<td></td>
</tr>
<tr>
<td>Chinese</td>
<td></td>
</tr>
<tr>
<td>Eastern European</td>
<td></td>
</tr>
<tr>
<td>European</td>
<td></td>
</tr>
<tr>
<td>Filipino</td>
<td></td>
</tr>
<tr>
<td>Japanese</td>
<td></td>
</tr>
<tr>
<td>Korean</td>
<td></td>
</tr>
<tr>
<td>Middle Eastern</td>
<td></td>
</tr>
<tr>
<td>Vietnamese</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Decline</td>
<td></td>
</tr>
<tr>
<td>Unknown</td>
<td></td>
</tr>
<tr>
<td>More than one Ethnicity</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disability</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Difficulty Seeing</td>
<td></td>
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<tr>
<td>Difficulty Hearing</td>
<td></td>
</tr>
<tr>
<td>Mental Illness</td>
<td></td>
</tr>
<tr>
<td>Physical/Mobility issues</td>
<td></td>
</tr>
<tr>
<td>Chronic Health Condition</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>