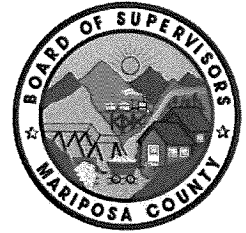


MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-576

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: MOU with Alliance for Community Transformations

RECOMMENDATION AND JUSTIFICATION:

Approve a Five-Year Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together To Provide Homeless Youth Emergency Services and Housing in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU.

This MOU outlines the partnership between the County of Mariposa, on behalf of Mariposa County Public Health and Ethos Youth Center (Ethos), a program of Alliance for Community Transformations Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CalOES), Victim Services Branch to provide funding for Homeless Youth Emergency Services and Housing Program to Ethos. The term of the MOU is January 1, 2022 through December 31, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved MOUs in the past between Alliance for Community Transformations and multiple county departments and community agencies and typically approves contracts and MOUs of this nature based on the fact that there are no local resources to facilitate the services within the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved, Mariposa County Public Health will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT:

There will be no financial impact.

ATTACHMENTS:

Alliance and MCPH YE MOUv2 (PDF)

A handwritten signature in blue ink, appearing to be "SG", located in the bottom right corner of the page.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

**Memorandum of Understanding
Between
Alliance for Community Transformations- Ethos Youth Center Program
And
Mariposa County
on behalf of Mariposa County Public Health**

I. Purpose:

This operational agreement outlines the partnership between the County of Mariposa, on behalf of Mariposa County Public Health (County) and Ethos Youth Center (Ethos), a program of Alliance for Community Transformations Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CalOES), Victim Services Branch to provide funding for Homeless Youth Emergency Services and Housing Program to Ethos. Both agencies agree on the mutual goal of partnering to provide maximum available assistance for homeless youth in Mariposa County.

II. Terms of the Agreement

This agreement shall begin on January 1, 2022 and end on December 31, 2026.

III. Modification of MOU

Notwithstanding any of the provisions of this MOU, the parties may agree to amend this Agreement. However, no alternation or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IV. Termination "At Will"

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

V. Ethos Youth Center agrees to make available the following services to homeless youth:

1. Establish new housing options to meet the needs of youth experiencing homelessness.
2. Provide food.
3. Provide peer counseling services and case management.
4. Provide outreach services through Ethos Youth Center.
5. Provide linkage to Mariposa County Public Health to provide health screenings, STI testing, pregnancy testing, etc.
6. Provide linkages to other services including employment readiness programs, law enforcement, victim witness, professional counseling, and child welfare.
7. Provide appropriate long-term stabilization planning through family reunification, emancipation support, independent living program, and/or housing navigation.
8. Provide follow up services including support with housing placement costs, crisis assistance, and case management.
9. Support youth in victim compensation applications.

VI. The County agrees to the following:

1. Inform youth about services available through Ethos Youth Center, and hand out written materials provided by the Ethos Youth Center describing available services;
2. Contact Ethos Youth Center if requested by a homeless youth;

3. Participate coordinated meetings to discuss clients if releases are in place and is appropriate;
4. Provide basic medical services at no cost to the youth;
5. Provide STI testing at no cost to the youth;
6. Provide pregnancy testing at no cost to the youth;
7. Provide referrals to a primary care provider should further medical care be needed;
8. Invoice the Alliance for Community Transformations on a per youth basis for services rendered within 30 days of service.

VII. Both Ethos Youth Center and the County agree to the following:

1. Address concerns or issues that are specific to homeless youth as needed;
2. Share information regarding the status of a case if authorized by the youth;
3. Provide cross training on issues homeless youth face; and;
4. Refer and cross-refer homeless youth to the partner agency as needed.

VIII. Alliance for Community Transformations will:

1. Remit payment for services rendered within 45 days of receipt of invoice.

IX. Insurance

1. ALLIANCE shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. ALLIANCE shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if ALLIANCE has a SIR, and if so, ALLIANCE shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the County Risk Manager.
2. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
4. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
5. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
6. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of ALLIANCE to furnish insurance during the term of this Agreement.
7. If ALLIANCE 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 the higher limits maintained by ALLIANCE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
8. If ALLIANCE uses Sub-Contractors or others to perform work under this MOU, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to ALLIANCE's required insurance coverage, or required by ALLIANCE to comply with equivalent insurance and conditions of

this Section.

X. Indemnification

ALLIANCE has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of ALLIANCE.

ALLIANCE's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of ALLIANCE, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. ALLIANCE will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

XI. Confidentiality

ALLIANCE will follow all laws in regards to mandated reporting and the rights of homeless minors (CA Family Code [§6924](#)) in regards to confidentiality and services and work closely with Child Welfare Services to meet the needs of youth experiencing abuse or neglect.

XII. Independent Contractor

It is mutually understood and agreed that ALLIANCE is an independent Contractor in the performance of the work duties and obligations devolving upon ALLIANCE under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which ALLIANCE shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and ALLIANCE shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to ALLIANCE, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that ALLIANCE, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

ALLIANCE shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment

for their efforts.

XIII. Records, Information and Reports

ALLIANCE shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, ALLIANCE shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the ALLIANCE.

XIV. Laws, License, Permits and Regulations

ALLIANCE and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to ALLIANCE and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

ALLIANCE shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Mariposa and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

XV. Personnel

ALLIANCE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by ALLIANCE or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.



XVI. Nondiscrimination of Services

ALLIANCE ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

1. Age (40 and above),
2. Ancestry,
3. Color,
4. Disability (Mental and Physical) including HIV and AIDS,
5. Ethnic Group Identification,
6. Marital Status,
7. Medical Condition (cancer/genetic characteristics),
8. National Origin,
9. Political Belief,
10. Race,
11. Reasonable Accommodation,

12. Religious Creed,
13. Sex/Gender, or
14. Sexual Orientation

This agreement is executed in the State of California, by and on behalf of the parties hereto.

5CF5F310D25
 

Alison Tudor
Executive Director
Alliance for Community Transformations

10/12/2021

Date

5CF5F310D11
 *Shannon Gadd*

Shannon Gadd
Director
Mariposa County Health & Human Services

10/12/2021

Date

Approved as to Legal Form:

5CF5F310D07
 *Steven W. Dahlem*

Steven W. Dahlem, County Counsel
Mariposa County