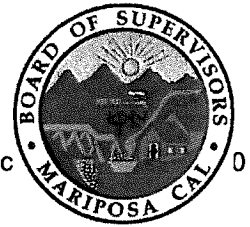




MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Service



RESOLUTION - ACTION REQUESTED 2016-409

MEETING: August 2, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Agreement with Whitefawn Wellness, Inc. to Provide MH Triage Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Whitefawn Wellness, Inc. to provide Mental Health Triage Services in an amount not to exceed \$70,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The triage contractor, under general supervision of the after-hours supervisor, will provide mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

This Agreement is necessary to perform the activities of the Mental Health Triage Grant. The Human Services Department has received a Triage grant award in the amount \$699,428, with a contract term from March 24, 2014, through June 30, 2017. The Mental Health Triage Contractors will provide 24 hour services to clients in a mental health crisis.

The grant funding must be used to expand and enhance the Department's ability to adequately respond to mental health crisis situations experienced by the residents of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is a first-time contract with Whitefawn Wellness, Inc. Whitefawn Wellness, Inc. will replace a previous counselor whose contract will not be renewed. The Board approved an existing Agreement with a different counselor on July 7, 2015 by Resolution 2015-333.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, the Department may be unable to comply with the grant terms that expand mental health crisis services to County residents. Non-compliance may jeopardize all or part of the grant funding.

FINANCIAL IMPACT:

This contract is fully funded by the Triage Grant Award accepted by the Board on June 17, 2014. These grant dollars are budgeted in the Mental Health Services Act Triage Grant fund 443 for Fiscal Year 2016-17 and there is no impact to the General Fund.

ATTACHMENTS:

Whitefawn Wellness Contract 2017 (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 7/26/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Kevin Cann, District IV Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

CONTRACT FOR SERVICES

This Contract made this 2nd day of August, 2016 between:

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

and

CONTRACTOR: Whitefawn Wellness, Inc.
P.O. Box 1281
Mariposa, CA 95338

ARTICLE I. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective as of August 1, 2016 and shall terminate on June 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 Behavioral Health Deputy 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 Director of Human Services 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.

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. The total sum, not to exceed \$70,000 (seventy thousand dollars), 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

Incremental payments based on the following schedule:

Payment schedule per Exhibit "B".

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.

5.11 HIPAA Compliance: Contractor 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.

More specifically, Contractor will not use or disclose confidential information other than as permitted or required by this contract and will notify County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of County elsewhere as set forth in this agreement, County may terminate this agreement without penalty or recourse if determined that Contractor violated a material term of the provisions of this section.

Contractor ensures that any subcontractors and agents receiving health information related to this contract agree to the same restrictions and conditions that apply to Contractor with respect to such information

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.
3. Violation of Scope of Work; Exhibit A: Sec II(c)

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:

Whitefawn Wellness, Inc.

COUNTY:

County of Mariposa

By: Sharon Whitefawn 7/18/16
(signature) (date)

By: John Carrier 8-3-16
John Carrier, Chair (date)
Mariposa County Board of Supervisors

Sharon Whitefawn
(printed name)

APPROVED AS TO FORM:

By: Steven W. Dahlem
Steven W. Dahlem
County Counsel

Exhibit A

Independent Contract Provider Crisis and Triage Worker

I. Introduction:

- a) The purpose of this attachment is to:
 - 1. Provide a description of services to be provided for Mariposa County Behavioral Health (MCBH) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
 - 2. Contract Provider Responsibility

II. Description of Services:

- a) The triage worker, under general supervision of the after-hours supervisor, will provide triage response for individuals in the hospital, the jail, and in the field, when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or Adult Protective Services or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
- b) The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem-solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

- a. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of job duties; respond appropriately to all situations; maintain confidential information in accordance with legal standards and/or County regulations; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; operate a personal computer and other office equipment and related software.
- b. Contractor will be trained:
 - 1. by behavioral health staff on triage responsibilities and how to properly conduct a 5150 evaluation and Adult Protective Services;
 - 2. by jail staff and receive any and all training required for the triage worker to respond to the jail;
 - 3. by the sheriff's department around responding in the field;
 - 4. on an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.

5. by shadowing seasoned workers before he/she is allowed to go into the field alone. This will occur during daytime and/or night-time crisis calls until it is determined, by the after-hours supervisor, that he/she has gained sufficient experience to be competent to respond on his/her own.
 6. in the use of the Anasazi electronic record keeping system and will be expected to document all client interactions in that system.
 7. If a case has not been opened in the Anasazi electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.
- c. Contractor will submit all written and electronic documentation progress notes to the clinical supervisor for correction and final approval until given authorization by the Deputy Director to finalize documentation independently.
 - d. When contractor is on call, he/she is expected to be available to the after-hours call line, the jail and to the sheriff when required to respond.
 1. Contractor will have 15 minutes to respond by phone to his/her supervisor once a call has been initiated.
 2. When the call involves responding to the hospital, contractor has one hour to respond.
 3. When the worker is asked to respond to the jail, contractor has one hour to respond in person.
 - e. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor are not expected to respond in the field on their own, so coordination with a sheriff is crucial.

Exhibit B Triage Contractor Rates

Contractor will be paid \$2,000 per week worked for all services described in Exhibit A, including attending monthly meetings with the After-Hours On-Call Supervisor, attending monthly meetings with the Daytime Crisis Response Team, and attending occasional trainings to keep up skills, knowledge and necessary certifications.

If the Contractor is required to be absent because of illness or another reason, the Contractor shall coordinate coverage for the absence with another Triage Contractor so as to avoid gaps in client service. The After-Hours On-Call Supervisor will provide contact information for all Triage Contractors. If the Contractor is unable to work for an entire 24 hour period and cannot arrange with another contractor to swap days, the \$2,000 weekly compensation will be reduced \$286 per 24 hour absence.

The Contractor's attendance and participation may be required in a situation outside the scope of work described in Exhibit A, or outside the scope of regular trainings and meetings. The Contractor will be compensated for such additional participation at a rate of \$30 per hour.