



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2019-634

MEETING: November 5, 2019
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Medication Assisted Treatment Grant MOU with John C Fremont

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) with John C. Fremont Healthcare District with respect to the Joint Execution of the Deliverables of the Medication Assisted Treatment Collaborative Training Grant; and Authorize the CAO to Sign the MOU

John C. Fremont Healthcare District was awarded grant funding of up to \$25,000 to support employee costs associated with the collaborative training program.

California's project, "Medication Assisted Treatment (MAT) Expansion", will strategically focus on populations with limited or no MAT access including rural areas, American Indian and Native Alaskan (AI/NA) tribal communities and statewide access to Buprenorphine. The collaborative training grant focuses on providing training for a constellation of staff representing the medical, law enforcement, and social services communities on the beneficial effects of using Medication Assisted Treatment programs for opioid addiction.

This agreement enables John C. Fremont to submit travel expense invoices on behalf of Mariposa County staff participating in the collaborative training program for reimbursement from the grant funds.

In addition, the MOU attached includes the requirement that representatives from both John C. Fremont Healthcare District and Mariposa County participate in the collaborative training sessions offered and work together to implement lessons learned.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

John C. Fremont Healthcare District was awarded the grant, so no previous board actions can be attributed to this effort.

Resolution 19-159 on March 26, 2019: Subsequent to the collaborative training grant award, Mariposa County has applied for a Medication Assisted Treatment (MAT)

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Access Points Project Grant Not to Exceed \$75,000 to fund the purchase of needed medical equipment and assist in refurbishing the medical room located at the Mariposa County Adult Detention Facility. This and other grants offered through this program are available to Mariposa County in part because of our participation in the Collaborative Training Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Mariposa County will not be reimbursed for staff travel expenses associated with participation in the collaborative training program.

FINANCIAL IMPACT:

Attached budget action shows a generous estimate of the portion of the grant funds (\$25,000 total) which will be allocated to Mariposa County.

ATTACHMENTS:

Signed MOU (PDF)

MAT training grant (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**AGREEMENT FOR
MEDICATION ASSISTED TREATMENT COLLABORATIVE TRAINING GRANT**

THIS AGREEMENT (“Agreement”) is made and entered into this 24th day of September, 2019, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and John C. Fremont Healthcare District, grant recipient of Medication Assisted Treatment Collaborative Training grant funds, (“Grantee”), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on January 01, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Grantee shall serve as recipient of Medication-Assisted Treatment (MAT) Collaborative Training grant funds, and will disperse them to County upon receipt of invoices for travel expenses and staff time associated with the training activities.

3. COMPENSATION

No compensation other than the dispersal of grant funds from Grantee to County will occur in an amount not to exceed the total amount of the grant of \$25,000.

4. INSURANCE

Grantee 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 Grantee, 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 Grantee 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 \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Grantee 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 Grantee. 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 Grantee 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 Grantee'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 Grantee'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 Grantee'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: Grantee hereby grants to County a waiver of any right to subrogation which any insurer of said Grantee may acquire against the County by virtue of the payment of any loss under such insurance. Grantee 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 County. The County may require the Grantee 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:** Grantee shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee'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) **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

Grantee shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Grantee's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT GRANTEE

It is the expressed intention of the parties that Grantee is an independent Grantee 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 Grantee or any employee or agent of Grantee. Both parties acknowledge that Grantee is not an employee for state or federal tax purposes. Grantee 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 Grantee or any employee, or agent of Grantee 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, Grantee shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Grantee or its employees, or agents, 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

MAT grant funds should not be used to reimburse County for required state and federal taxes. In particular:

- a. FICA (Social Security);
- b. State or federal unemployment insurance;
- c. State or federal income tax;
- d. Disability insurance; and
- e. Workers' compensation insurance.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Grantee 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 Grantee under this Agreement 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 Grantee shall be given to the persons representing the respective parties at the following addresses:

GRANTEE:

Matthew Matthiessen - CEO
John C. Fremont Healthcare District
P.O. Box 216
Mariposa, CA 95338
Fax: (209) 966-3776

COUNTY:

Dallin Kimble - CAO
Mariposa County Administration
P.O. Box 784
Mariposa, CA 95338
Fax: (209) 966-3222

11. COMPLIANCE

Grantee shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Grantee's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Grantee 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

Grantee 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 Grantee 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 Grantee and the County Administrative Officer. 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, Grantee shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, County shall be entitled to compensation for services performed acceptably up to the effective date of termination.

C. Should Grantee 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 Grantee. 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 bring an action in connection with this Agreement, 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 Grantee as a material inducement to enter into this Agreement. Grantee 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 Grantee'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 terminate and be of no further force and effect upon the day notice is provided by County to Grantee of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Grantee shall not be obligated to perform any provisions of this Agreement. Grantee'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 Grantee for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Grantee to reflect the reduced amount.

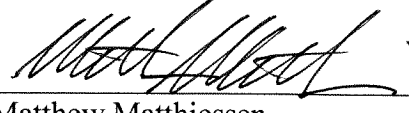
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

JOHN C FREMONT HEALTHCARE DISTRICT




Jay D. Kimble
County Administrative Officer



Matthew Matthiessen
Chief Executive Officer

APPROVED AS TO LEGAL FORM:



Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

GRANTEE shall reimburse County for travel expenses and associated staff time for participation in the Medication-Assisted Treatment (MAT) Collaborative Training sessions.

GRANTEE will send representatives to all training sessions offered.

GRANTEE will work with County to implement lessons learned from training sessions in County Adult Detention Center.

COUNTY shall provide invoices detailing travel expenses and associated staff time following each training session.

COUNTY will send representatives to all training sessions offered.

COUNTY will work with Grantee to implement lessons learned from training sessions in County Adult Detention Center.