

AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Transformations (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on December 31, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform crisis response services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$172,375 as set forth in Exhibit B, “Cost Proposal,” which is attached hereto and incorporated herein by reference. 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) 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.

(2) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$5,000,000 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 with respect to Contractor's negligent performance of the services 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 negligent or willful 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 or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of 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:

Transformations
5010 Hwy 140 Suite A&B
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

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.

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Christine Doss, Owner
Transformations

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHS) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The contractor will provide triage support and evaluation response for individuals in the hospital, the jail or 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 an assessment of 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.
 - i In verified events that Transformations refuses and/or no shows to a request to respond in the field there will be no payment.
2. 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

1. 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 the contract responsibilities; respond appropriately to all situations; maintain confidential information in accordance with legal standards; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; have access to and security for all electronic and written documentation.
2. Contractor shall have knowledge and processes for safety planning for clients who are not eligible for 5150.
3. Contractor shall be responsible for writing 5150 holds when appropriate. It is the expectation that contractor will begin to secure placement by faxing packets to all

hospitals in the state and get the client started in the XFERALL system to begin looking for placement.

4. Contractor will assist to stabilize clients while in the ED. Contractor will be present and providing support to the client as appropriate.
5. Contractor shall have knowledge and processes in place for clients who no longer require a 5150 hold and how to rescind a 5150 with the appropriate licensed staff oversight and approval for each of these.
6. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.
7. After action reviews will be scheduled within 30 days, contractor is expected to attend each after action.
8. Contractor will provide proof of training in:
 - a. 5150 evaluations, laws and processes;
 - b. Prison Rape Elimination Act (PREA);
 - c. Jail based services and field response;
 - d. Cultural Competency;
 - e. Compliance and fraud reduction;
 - d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.
 - f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
 - g. If a case has not been opened in the 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.
 - h. When contractor is on call, he/she is expected to be available to the following agencies for a response: HHSA, after-hours call line, the hospital, the jail and to the sheriff when required to respond.
 1. Contractor will have **15 minutes** to call back by phone to the requesting agency.
 2. When the call involves responding in the field, to the hospital or jail the contractor will have **1 hour** to respond in person.
 - a. 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 is not expected to respond in the field on their own, so coordination with a sheriff is required.
 3. Every client will receive an appropriate risk screening. iv. Every call and its disposition is to be communicated to the BH county team through the "End of Day" email by 8am the next morning and documented in the EHR. .
 - i. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.

j. For Full Service Partnership (FSP) clients the contractor will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization. All FSP client afterhours requests will meet the provider prior to intervention.

1. Contractor will document all contact attempts for FSP clients in the electronic health record.

9. Contractor will ensure staff are trained in the utilization of a county approved substance use disorder screening tool. When a client presents or indicates substance use, contractor must utilize the county approved substance use disorder screening tool. When screening indicates client would benefit from SUD services, contractor will refer client to MCBHRS for the first available SUD assessment and contact SUD supervisor to ensure follow-up to treatment.

Failure to adhere to these expectations may result in corrective action, including request for consultation, additional training, verbal and written warnings, and termination of the agreement. Payments for services may be deferred if all electronic documentation is not submitted at the time of the invoice.

IV. 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.

Exhibit B
COST PROPOSAL

A. Personnel: Staffing for the After-hours program will consist of a Director, After Hours Coordinator and 4 After Hours Crisis workers to support the after-hours needs for Mariposa County Behavioral Health. The after-hours staff will provide crisis evaluations, crisis support, de-escalation and stabilization. Every effort will be made to divert from acute psychiatric placement. The after-hours coordinator will provide support and guidance to the field crisis worker. The director will ensure proper staffing for the crisis team and support the after-hours coordinator and back up when the coordinator is off duty or on vacation.

Name/Position	Computation	Cost
Director	\$3,000 x 6 months	\$18,000.00
After Hours Coordinator	\$5,000 x 6 months	\$30,000.00
After Hours Crisis Worker (4)	\$2,300 x 26 weeks	\$59,800.00
TOTAL		\$107,800.00

B. Fringe Benefits:

Fringe Benefits, including state and federal payroll taxes	\$46,950.00
TOTAL	\$46,950.00

C. Training. Itemize estimated training expenses of personnel by director and/or coordinator (e.g., mandatory staff training and field shadowing, etc.). Every effort will be made to offer trainings for all staff at one time in an effort to keep training costs reasonable. There are no training fees associated with field shadowing, that is covered under salaries. Contractor will be invited to county trainings, however if unable to attend contractor will be responsible for ensuring trainings are completed outside of the county trainings. Contractor will provide proof of completed training for each staff member.

Mandatory Training Topic	Location	
Columbia Suicide Rating Scale	TBD	
Protocol Training	TBD	
Shadowing	Field	
Cultural Competence Training	TBD	
Compliance Training	TBD	
EHR Training	TBD	
Documentation Training	TBD	
TOTAL		\$2,500.00

D. Consumer Expenses: Transformations will provide supplemental financial supports for clients with immediate needs, including but not limited to, hotel room, food, transportation costs, medications etc. Below are some estimated costs. Receipts will be provided to MCBHRS and reimbursement for actual costs will be made to Transformations.

Item	Computation	Cost
Hotel Stay	6 x \$150	\$900.00
Taxi/Transportation	5 x \$65	\$325.00
Food	20 x \$25	\$500.00
Gift Cards	10 x \$25	\$250.00
	TOTAL	\$1,975.00

E. Equipment: The after-hours crisis team will require one laptop and three cellphones. One cell phone will be allocated to the after-hours coordinator and two for crisis workers on call and in field.

F. Supplies: Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

Item	Computation	Cost
Office Supplies	\$150 x 6 months	\$900.00
	TOTAL	\$900.00

G. Indirect Costs: Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

Description	Computation	Cost
Rent / Internet / Utilities	\$1000 x 6 months	\$6,000.00
Software / Online Subscriptions	\$600 x 6 months	\$3,600.00
Accounting / Payroll Services	\$200 x 6 months	\$1,200.00
Insurances	\$1,700 x 1/2 year	\$850.00
Phone Service	\$300 x 6 months	\$1,800.00
	TOTAL	\$12,350

Budget Summary – The proposed budget is an estimated budget based off every aspect needed to run an effective after-hours crisis program. The estimated expenses below will cover the program costs for one year.

Budget Summary	Estimated Amount
A. Personnel	\$107,800.00
B. Fringe Benefits	\$46,850.00
C. Training	\$2,500.00
D. Consumer Expenses	\$1,975.00
E. Equipment	\$0.00
F. Supplies	\$900.00
G. Indirect Costs	\$12,350.00
TOTAL PROGRAM COSTS	\$172,375.00

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.