


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: SEP 12 2001
HEARING DATE: SEP 25 2001

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services 

SUBJECT: Agreement with Contra Costa County Health Services

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Contra Costa County Health Services to provide day treatment services to youth with co-occurring mental health and developmental disorders who are placed in Fred Finch Youth Center.

Background

Fred Finch Youth Center operates a specialized residential program for youth with a dual diagnosis (mental health/developmental disability). This is the only program of its kind in Northern California. This program is utilized for wards, dependents and developmentally disabled youth whose needs cannot be met in other residential programs. All beds in this specialized program at Fred Finch are contracted through Contra Costa County Health Services.

Discussion

This specialized program provides intensive day treatment services, medication support services, and mental health services outside of day treatment hours as necessary. The youth placed in this facility by San Mateo County are court wards or dependents, who are developmentally disabled with serious emotional disturbance. These youth cannot be maintained in other residential facilities. All youth placed by San Mateo County are also clients of Golden Gate Regional Center.

Term and Fiscal Impact

The agreement is effective July 1, 2001 through June 30, 2002. The agreement carries the usual relationship of parties, hold harmless, and insurance clauses. The agreement has been reviewed and approved by County Counsel and Risk Management.

Contractor will be paid at a rate of \$100 per day. The agreement maximum of payment limit \$109,500, is included in the 2001-2002 Mental Health Services budget. This is a fee for service agreement therefore expenses are incurred only for actual days that youth are placed in the residential facility. Golden Gate Regional Center will pay 50% of this daily rate (\$50/per day) to San Mateo County Mental Health Services for a total of \$54,750. Sales tax provided through realignment will cover 82% of Mental Health's share or \$44,895. The remaining \$9,855 represents the net county cost.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH
CONTRA COSTA HEALTH SERVICES

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Contra Costa Health Services shall provide day treatment services; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

DUAL DIAGNOSIS PROGRAM SERVICES CONTRACT
(Developmentally Disabled and Emotionally Disturbed)

Number: 29-506-3

1. Contract Identification.

Department: Health Services Department - Mental Health Division
Subject: Mental Health Treatment Services for Adolescents at the
Fred Finch Youth Center

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency Requiring Service (Agency) mutually agree and promise as follows:

Agency: COUNTY OF SAN MATEO
Capacity: County government Taxpayer I.D. Not applicable
Address: 3080 La Selva, San Mateo, California 94403

3. Term. The effective date of this Contract is July 1, 2001 and it terminates June 30, 2002 unless sooner terminated as provided herein.

4. Termination. This Contract may be terminated by either party, at their sole discretion, upon sixty (60) day advance written notice thereof to the other, or cancelled immediately by written mutual consent.

5. Agency's Obligations. In consideration of County's provision of services as described below, Agency shall reserve for services hereunder the estimated costs for services and shall pay County for services provided hereunder upon submission of a properly documented demand for payment, in accordance with the per-unit costs expressed in the Additional Provisions which is attached hereto and incorporated herein by reference.

6. County's Obligations. County shall provide access to the mental health treatment services as set forth in the attached Additional Provisions. County will bill Agency monthly as set forth in the Additional Provisions for the services provided under this Contract.

7. Indemnification. Each party and its employees, agents, and officers shall be indemnified and held harmless against any and all claims, demands, or causes of action allegedly arising out of any act or omission of any officer, agent, or employee of the other party in performing any term of this agreement.

DUAL DIAGNOSIS PROGRAM SERVICES CONTRACT
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- 8. Independent Contractor Status. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 9. Amendments. This Contract may be modified or amended by a written document executed by the Agency and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required State or Federal approval.
- 10. Legal Authority. This Contract is entered into under and subject to the following legal authorities: California Government Code Section 26227.
- 11. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

AGENCY

By *D. M. Wignard*
Designee

By _____

(Designate official capacity)

Recommended by Department
By *D. M. Wignard*
Designee

[Attach a copy of the Governing Body Resolution which approves this Contract and authorizes the above-signing official to execute this Contract for Contractor]

Approved: County Administrator

By *Dorothy Sanchez*
Designee

Form Approved: County Counsel

By *Kathleen Kelley*
Deputy County Counsel

ADDITIONAL PROVISIONS

Number 29-506-3

1. Scope of Services. County shall provide access to mental health treatment services for Agency-referred adolescents, 12 to 18 years old, (hereinafter referred to as "clients"), who have been dually diagnosed with a serious emotional disturbance and developmental disabilities as defined by the Medi-Cal Rehabilitation Option, and who are at risk of placement in a State Developmental Center or other out-of-home placement. Services shall be provided as set forth in County's contract with Fred Finch Youth Center (#24-920 and any modifications or renewals thereof), and the Program Description and Performance Requirements for this Contract, which are incorporated herein by reference, and which are on file in the offices of the County's Mental Health Director, 595 Center Avenue, Suite 200, Martinez. The mental health treatment services set forth herein shall be provided at the Fred Finch Youth Center facility located at 3800 Coolidge Avenue, Oakland.

2. County's Obligations. County shall provide the following services:
 - a. Provision of Fixed Price Beds. County shall designate bed(s) at the Fred Finch Youth Center for Agency-referred clients.
 - b. Medi-Cal Billing. County shall provide Medi-Cal billing services for Agency-referred clients.
 - c. Billing for Services. Subject to an actual utilization settlement, County shall bill Agency at the end of the fiscal year period ending on June 30th under this Contract for services provided hereunder.

3. Agency's Obligations.
 - a. Referral of Clients. Agency shall submit to the County's Mental Health Director or her designee written requests, in the form and manner requested by County, to refer clients for admission to the Fred Finch Youth Center.
 - b. Case Management. Agency is responsible for the case coordination and quality assurance management of its clients. Agency shall establish a gatekeeping/case management liaison function to coordinate services for the clients it refers and who are admitted to the Fred Finch Youth Center.
 - c. Payment to County. Upon County's written submission of an invoice in the time, form, and manner mutually acceptable to Agency and County, Agency shall pay County \$100 per bed per day, not to exceed a total contract payment limit of \$109,500.

4. Administrative/Monitoring Committee. An administrative/monitoring committee comprised of the designated children's coordinators from

Initials: _____ MB
Agency County

ADDITIONAL PROVISIONS

Number 29-506-3

8. Endorsements. Agency shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Agency shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Agency shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Agency is not publicly endorsing a product, as long as the Agency's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Agency may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

Initials: _____
Agency

MB
County