

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

Number: 29-506-4

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, 2002 and it terminates June 30, 2003 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.

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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 _____
Designee

By _____

(Designate official capacity)

Recommended by Department

By D. M. Mizand
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 _____
Designee

Form Approved County Council

By Patricia Selley
Deputy County Counsel

ADDITIONAL PROVISIONS

Number 29-506-4

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 renewal 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, 134 Arnold Drive, 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 \$125 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: _____
Agency County

ADDITIONAL PROVISIONS

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participating counties and representatives of Fred Finch Youth Center shall meet on a regular basis to:

- a. Review admission policies and procedures;
 - b. Review personnel policies and staffing issues;
 - c. Establish and review program goals and objectives; and
 - d. Assist in the integration of the Program into each participating county's continuum of care.
5. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
6. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices shall be addressed as follows:

Contra Costa County: Mental Health Director
Contra Costa County
Health Services Department
1340 Arnold Drive, Suite 200
Martinez, California 94553

Agency: Deborah Lee Torres, Program Manager
San Mateo County
3080 La Selya
San Mateo, California 94403

7. **Insurance.** During the entire term of this Contract and any extension or modification thereof, the Agency shall keep in effect a self-insurance program and/or other insurance meeting the following insurance requirements:

- a. **General and Automobile Liability:** \$3,000,000 per occurrence combined single limit bodily insurance and property damage. Deductible of \$5,000 or less per occurrence.
- b. **Workers' Compensation:** Statutory requirements.
- c. **Professional Liability:** \$3,000,000 per claim. Deductible of \$5,000 or less per claim.

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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

MR
County

COUNTY OF SAN MATEO

MEMORANDUM

DATE: August 5, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: John Klyver, Mental Health/FAX x2841/PONY #MLH 322

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Contra Costa County Health Services

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: Yes

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

<u>COVERAGE:</u>	<u>Amount</u>	<u>Approve</u>	<u>Waive</u>	<u>Modify</u>
Comprehensive General Liability:	\$ 1m	✓		
Motor Vehicle Liability:	\$		✓	
Professional Liability:	\$ 1m	✓		
Worker's Compensation:	statutory	✓		

REMARKS/COMMENTS:

Priscilla Morse

SIGNATURE

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Contra Costa County

Contact Person: Ryth Ormsby

Address: 597 Center Avenue, Suite 255
Martinez, California 94553-4669

Phone Number: 925-313-6315 Fax Number: 925-313-6321

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on July 1, 2002 and expires on June 30, 2003.

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 9 day of Sept, 2002 at MARTINEZ, CA
 (City) (State)

Nancy Brewster
 Signature

NANCY BREWSTER
 Name (Please Print)

MH Administrator
 Title

94-6000509
 Contractor Tax Identification Number