RESOLUTION - ACTION REQUESTED 2015-232

MEETING: May 19, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Crisis Support Svcs. of Alameda Co. Contract for After Hours Telephone Crisis Response

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Crisis Support Services of Alameda County for after hours Telephone Crisis Intervention and Counseling in an amount not to exceed $20,280; and Authorize the Board of Supervisors Chair and the Human Services Director to Sign the Agreement.

This County does not operate after hours phone service and therefore contracts for such services. This contract will provide cost-effective after hours telephone crisis response to all residents of Mariposa County. This service allows persons in crisis to speak with a counselor trained to de-escalate the situation, thus avoiding the need for 24 hour inpatient hospitalization.

Crisis Support Services of Alameda County operates a 24 hour crisis line and currently provides this service to the County. This service allows our clients to call for help or assistance whenever needed. This is a vital service for keeping our community and clients safe. This service is used whenever the Behavioral Health office is closed.

MENTAL HEALTH ADVISORY BOARD REVIEW:

On recurring contract renewals the Mental Health Advisory Board has set direction that such contracts will be available for review by the Mental Health Advisory Board members and do not require review unless there are changes in the provisions of the contract prior to coming to the Board of Supervisors. This contract meets that criteria and is submitted to the Board of supervisors for a positive action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The department has been utilizing the services of this provider for several years. The current contract was approved by the Board on June 10, 2014, by resolution 2014-257.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the costs to serve clients in crisis will increase, and public safety may be adversely affected.

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget units 0402 and 410 and is incorporated in the FY15/16 budget. The cost for this
service is $1,690.00 per month and is included as a regular expense item in the Mental Health Services Act corrective action plan. There is no impact to general fund dollars.

ATTACHMENTS:
Crisis Support Services of Alameda County 2016 Contract  (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO  5/13/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, John Carrier
EXCUSED: Kevin Cann
CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY
P.O. BOX 3120, OAKLAND, CA 94609
TEL. 510-420-2460 • FAX 510-420-2461 • WWW.CRISISSTONSupport.ORG

AGREEMENT FOR SERVICES

THIS AGREEMENT is made this 19th day of May 2015 by and between Crisis Support Services of Alameda County ("Contractor") and the County of Mariposa ("Services Recipient"), sometimes referred to herein collectively as the Parties.

WHEREAS Contractor, in consideration of the covenants, conditions and agreements described herein, agrees to supply to Services Recipient the services described in the APPENDIX ("Services"); and

WHEREAS Services Recipient, in consideration of the covenants, conditions and agreements described herein, agrees to pay Contractor for the Services;

NOW, THEREFORE, the Parties agree as follows.

1. “Contractor” and “Services Recipient” include any respective parent or subsidiary and any otherwise related or affiliated entity.

2. Contractor is an independent contractor and is not, nor will it hold itself out to any third party as, an employee, partner or agent of Services Recipient. Contractor’s officers, agents, and employees are not, and will not hold themselves out to any third party as, employees, partners, or agents of Services Recipient.

3. No officer, director, or employee of Contractor shall have any direct or indirect pecuniary interest in the subject of this Agreement.

4. Contractor shall not assign, delegate, or transfer any or all of its obligations under this Agreement without the prior written consent of Services Recipient.

5. Contractor shall pay all its expenses relating to the Services, unless otherwise stated in the Appendix.

6. Contractor shall comply with all federal, state, and local laws applicable to Contractor governing the provision of care to clients and the performance of the Services.

7. Contractor shall indemnify and defend Services Recipient against any and all liability for injury or damage caused by a negligent or intentional act or omission of Contractor or Contractor’s employees or volunteers or agents done in the course of performance of the Services. Contractor carries worker’s compensation insurance. Contractor carries comprehensive general liability insurance in the amount of $1,000,000 per occurrence.
and $3,000,000 general aggregate. Contractor also carries an excess liability policy of $2,000,000 per occurrence. Contractor shall name Services Recipient as an additional insured on that policy.

8. For four years after Contractor supplies the Services, Contractor shall, upon written request of Services Recipient, Alameda County, the State of California, the United States Department of Health and Human Services, or the United States Comptroller General, make available such documents and records of Contractor reasonably necessary to support the cost to Services Recipient charged by Contractor for the Services.

9. This Agreement shall become effective as of July 1, 2015 and shall terminate on June 30, 2016 unless terminated in accordance with the provisions of this Agreement. Either Party may terminate this Agreement at any time by giving the other Party at least thirty days written notice.

10. Termination of Funding: County may terminate this Contract with thirty (30) days notice prior to the anniversary date of this Contract per California State Constitution Article XVI Section 18.

11. No change of the terms of this Agreement shall be valid unless made in writing and signed by both Parties.

12. If any Party brings a proceeding against the other to resolve a dispute concerning this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and expenses, in addition to the costs of any such proceeding.

13. All notices, requests, and demands under this Agreement shall be made in writing and shall be deemed to have been given when delivered in person, or on the third day after mailing if mailed to the Party by first-class mail, registered or certified, postage prepaid and addressed as follows:

   To Contractor:    Executive Director
                    Crisis Support Services of Alameda County
                    P.O. Box 3120
                    Oakland, CA 94609

   To Services Recipient: See Appendix

14. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, written or oral, with respect to the Services. No terms, conditions, covenants, or warranties, other than those contained herein, shall be binding unless made in writing and signed by the Parties.
15. This Agreement shall be binding upon and inure to the benefit of each Party's respective successors and assigns.

16. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. The Appendix is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CONTRACTOR:
CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY
By: Nancy Salamy, MFT
Executive Director
Date: 5-27-15

SERVICES RECIPIENT:
MARIPOSA COUNTY
By: Chevon Kothari
Director, Human Services
Date: 5/26/15

By: Merlin Jones
Mariposa County, Chair, Board of Supervisors
Date: 6-2-15

Approved as to form:

By: Steven W. Dahlem
County Counsel
Date: 5-27-15
AGREEMENT FOR SERVICES APPENDIX

THIS AGREEMENT FOR SERVICES APPENDIX is made a part of the July 1, 2015 Agreement for Services by and between Crisis Support Services of Alameda County ("Contractor") and Mariposa County ("Services Recipient"), sometimes referred to herein collectively as the Parties.

SERVICES

Services Recipient serves the mental health needs of residents of Mariposa County with a view to avoiding the need for 24-hour psychiatric care. The Mariposa Access Program provides timely and high-quality mental health services, adhering to the policies, procedures, and regulations of the California Department of Mental Health. Services Recipient staff is trained in the assessment of youth, adults, and older adults in connection with substance abuse, substance dependence, and other psychiatric disorders, and refers its clients to appropriate programs for treatment. Services Recipient also provides its clients with certain crisis support and related telephone counseling services which it seeks to have performed by Contractor, as described below.

1. Contractor will staff telephone crisis support services Monday through Thursday from 5:30 p.m. to 7:30 a.m., Friday 5:30 p.m. through Monday 7:30 a.m., and on (11) official holidays as follows:
   a. New Years Day
   b. Martin Luther King Jr. Day
   c. Presidents Day
   d. Memorial Day
   e. Independence Day
   f. Labor Day
   g. Columbus Day
   h. Veterans Day
   i. Thanksgiving Day
   j. Day After Thanksgiving Day
   k. Christmas Day

2. Contractor’s crisis support service will consist of telephone crisis intervention and counseling. The Parties will agree on guidelines for the level of intervention to be used for different degrees of urgency.
3. Each morning Contractor shall transmit to Services Recipient a telephone log covering the period following the last telephone log transmitted.

4. Contractor may provide such other, additional, services related to telephone crisis support as may be agreed with Services Recipient.

**PAYMENT**

1. Services Recipient shall pay Contractor a setup fee of $0.00.

2. In addition, Services Recipient shall pay contractor $1690.00 per month, or a total of $20,280.00 per year, for the period July 1, 2015 to June 30, 2016. Services Recipient shall pay for each month of service within 30 days of receipt of Contractor’s invoice. The charge for the Services is based upon the Parties’ expectation that Contractor will handle approximately 70 calls per month. In the event the number of monthly calls increases by 20 percent or more, the charge for the Services is subject to immediate modification and either Party may initiate a negotiation for possible change in the charge or the Service. The call volume shall be reviewed by the Contractor on a quarterly basis.

3. All notices, requests, and demands under this Agreement shall be made in writing and shall be deemed to have been given when delivered in person, or on the third day after mailing if mailed to the Party by first-class mail, registered or certified, postage prepaid and addressed as follows:

   **To Contractor:**
   See Agreement

   **To Services Recipient:**
   Chevon Kothari
   Director, Mariposa County Human Services
   P.O. Box 99
   Mariposa, Ca 95338
IN WITNESS WHEREOF, the Parties have executed this Agreement for Services Appendix on the dates set forth below.

**CONTRACTOR:**
CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY

By: [Signature]
Nancy A. Salamy, MFT
Executive Director

Date: 5/1/15

**SERVICES RECIPIENT:**
MARIPOSA COUNTY

By: [Signature]
Chevon Kothari
Director, Behavioral Health

Date: 5/26/15

By: [Signature]
Merlin Jones, Chair
Mariposa County, Board of Supervisors

Date: 5-19-15

Approved as to form:

By: [Signature]
Steven W. Dahlem
County Counsel

Date: 5-19-15