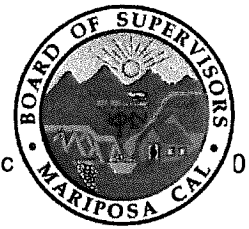




# MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



## **RESOLUTION - ACTION REQUESTED 2016-470**

MEETING: September 13, 2016

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

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### **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 \$20,880; and Authorize the Board of Supervisors Chair and the Human Services Director to Sign the Agreement.

This County does not operate an 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 it is needed. This is a vital service for keeping our community and clients safe. This service is used whenever the Behavioral Health office is closed.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The department has utilized the services of this provider for several years. The previous contract was approved by the Board on May 19, 2015, by resolution 2015-232.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If this contract is not approved, the costs to serve clients 24 hours a day in crisis will increase, and public safety may be adversely affected.

### **FINANCIAL IMPACT:**

**This contract will continue to be paid within the Behavior Health and Mental Health Services Act budgets and is incorporated in the FY16/17 budget. The cost for this service is \$1,740.00 per month. There is no impact to the General Fund.**

### **ATTACHMENTS:**

**Crisis Support Services of Alameda County Agreement 2017 (PDF)**

### **CAO RECOMMENDATION**

Requested Action Recommended

Mary Hodson  
Mary Hodson, CAO 9/6/2016

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Rosemarie Smallcombe, District I Supervisor  
**SECONDER:** Merlin Jones, District II Supervisor  
**AYES:** Smallcombe, Jones, Long, Cann, Carrier

**CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY**  
P.O. BOX 3120, OAKLAND, CA 94609  
TEL. 510-420-2460 • FAX 510-420-2461 • WWW.CRISISSUPPORT.ORG

**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made this 1st day of July 2016 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, 2016 and shall terminate on June 30, 2017 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

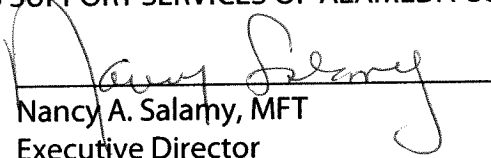
terms, conditions, covenants, or warranties, other than those contained herein, shall be binding unless made in writing and signed by the Parties.

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:**

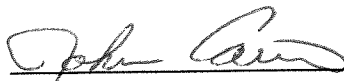
CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY

By:  Date: 8-12-16  
Nancy A. Salamy, MFT  
Executive Director

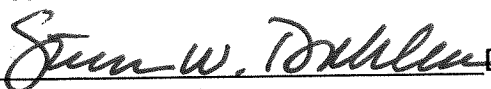
**SERVICES RECIPIENT:**

COUNTY OF MARIPOSA

By:  Date: 9-21-16  
Chevon Kothari  
Director, Human Services

By:  Date: 9-15-16  
John Carrier, Chair  
Mariposa County, Board of Supervisors

Approved as to form:

By:  Date: 9-13-16  
Steven W. Dahlem  
County Counsel