

Contract #: 492-S0711

CONTRACT ROUTING SHEET

Date Prepared: 12/28/06

Need Date: Dept needs placement very soon. Thank you!

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: *Pam Carlone*
for Bonnie H. Rich

CONTRACTOR:

Name: Fred Finch Youth Center
Address: 3800 Coolidge Avenue
Oakland, CA 94602
Phone: 510-482-2244

2006 DEC 28 AM 10:55
EL DORADO COUNTY COUNSEL
Delivered

CONTRACTING DEPARTMENT:

Mental Health

Service Requested: M/H Services for Children "as requested"

Contract Term: Expires 12/31/08 Contract Value: \$142,775

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 1-9-06 By: *Cal...*
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
DATE 12-28-2006
ATTORNEY DO SWAPP
DEPT./INDEX NO. 026100
BY: *AWO*

2007 JAN -9 PM 1:37
EL DORADO COUNTY COUNSEL
Delivered

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 1/9/07 By: *F. Costello*
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT
07 JAN -9 PM 3:57

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES #492-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Fred Finch Children's Home, a California Corporation dba Fred Finch Youth Center, duly qualified to conduct business in the State of California, whose principal place of business is 3800 Coolidge Avenue, Oakland, CA 94602; (hereinafter referred to as "CONTRACTOR");

WITNESSETH

WHEREAS, COUNTY has obtained twenty-four hour residential services for County-authorized minors with serious emotional problems (hereinafter referred to as "Beneficiaries") from Contractor through the El Dorado County Probation Department; and

WHEREAS, COUNTY has determined that it is necessary to obtain a CONTRACTOR to provide Specialty Mental Health Services for children on an "as requested" basis for the El Dorado County Department of Mental Health; and

WHEREAS, CONTRACTOR has represented to COUNTY that it is duly qualified and licensed to perform the Specialty Mental Health Services required hereunder and COUNTY has determined to rely upon such representations; and

WHEREAS, such agreements are authorized and provided for by the provisions of Section 5608 of the Welfare and Institutions Code; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado COUNTY Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

ARTICLE I

Scope of Services: CONTRACTOR agrees to furnish licensed facilities, personnel and services necessary to provide the services set forth in Exhibit "A" marked "Program Description and Performance Requirements", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon execution by both parties hereto and shall expire December 31, 2008.

ARTICLE III

Compensation for Services: COUNTY shall pay CONTRACTOR for services as set forth in Exhibit "B", marked "Fred Finch Youth Center Published Rates FY07", incorporated herein and made by reference a part hereof, not to exceed the Statewide Maximum Allowable (SMA) rate as determined by the State. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis in arrears, within 30 calendar days following the end of the month. Payment shall be made for actual services rendered and will not be made for service units the beneficiary did not attend or receive. Each claim shall describe: a) units of service by individual beneficiary served, and b) dates of service detail for each beneficiary. COUNTY shall review, approve and pay all complete and valid invoices within 30 days of receipt.

CONTRACTOR reserves the right to increase rates to reflect cost increases over those listed below by giving COUNTY 30 days written notice of such change. COUNTY Mental Health Director must approve such rate changes in writing.

The total amount of this Agreement shall not exceed \$142,775.00 for the term of this Agreement.

ARTICLE IV

Cost Report: It is agreed between COUNTY and CONTRACTOR that the rates stated are intended to represent the CONTRACTOR'S actual cost as presented in the required Annual Cost Report. Should the Annual Cost Report reflect a rate that is less than that stated herein, CONTRACTOR agrees to reimburse COUNTY for all amounts paid in excess of the Annual Cost Report rate. Reimbursement shall be remitted to COUNTY not later than December 31st for the preceding fiscal/contractual year. If the Annual Cost Report reflects a rate that is more than that stated herein, COUNTY agrees to reimburse CONTRACTOR for all amounts paid less than the Annual Cost Report rate.

CONTRACTOR shall submit the Annual Cost Report to COUNTY on or before October 31 of each year. CONTRACTOR shall prepare the Cost Report in accordance with all Federal, State, and COUNTY requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to Administrator upon reasonable notice.

CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed COUNTY's total maximum obligation for Specialty Mental Health Services of \$142,775.00. If the SMA rate is adjusted during the contract term, the final settlement must not exceed the adjusted SMA rate. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, State, and COUNTY laws, regulations and requirements.

Any payment made by COUNTY to CONTRACTOR which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within forty-five (45) days of submittal of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

If at any time during the term of the contract the Statewide Maximum Allowable (SMA) rate is lowered to an amount below the provisional rate, the provisional rate must immediately be reduced to the new SMA rate.

ARTICLE V

Limitation of County Liability for Disallowances: Notwithstanding any other provision of the Agreement, COUNTY shall be held harmless from any Federal or State audit disallowance resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

To the extent that a Federal or State audit disallowance results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY shall recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

CONTRACTOR shall reply in a timely manner to any request for information or to audit exceptions by County, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

ARTICLE VI

Certification of Program Integrity: CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement has met the following criteria:

An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between El Dorado County and the State Department of Mental Health, a copy of which will be provided to CONTRACTOR by COUNTY under separate cover.

The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

The services included in the claim were actually provided to the beneficiary.

Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

A treatment plan was developed and maintained for the beneficiary that met all plan requirements established in the MHP contract between COUNTY and the State Department of Mental Health.

For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between COUNTY and the State Department of Mental Health

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

ARTICLE VII

Standard of Performance: CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

ARTICLE VIII

Business Interruption: In the event the operations of CONTRACTOR or substantial portion thereof are interrupted by war, fire, insurrection, bankruptcy, riots, the elements, earthquakes, acts of God, or, without limiting the foregoing, any other cause beyond CONTRACTOR'S power, CONTRACTOR agrees to develop a plan with COUNTY which in good faith shall assure the safety and welfare of all COUNTY Beneficiaries until such time as usual services can be renewed or until all Beneficiaries can be released or transferred to appropriate settings.

Nothing contained herein shall be construed to limit or reduce COUNTY'S obligation to pay CONTRACTOR for services rendered prior or subsequent to an event described herein.

ARTICLE IX

Confidentiality: CONTRACTOR shall maintain the confidentiality of all records, including billings, together with any knowledge therein acquired, in accordance with all applicable State and Federal statutes and regulations, as they exist or may thereafter be amended or changed. CONTRACTOR, and all CONTRACTOR's staff, employees and representatives shall not disclose or use, directly or indirectly, at any time such confidential information, other than in the performance of this Agreement.

Prior to providing any services pursuant to this agreement, all CONTRACTOR's employees and volunteer staff of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain confidentiality of any and all patient information and records which may be obtained in the course of providing services. The written agreement shall specify that it is effective irrespective of the subsequent termination of CONTRACTOR's employees and volunteers. Proof of same shall be provided to COUNTY upon written request.

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.

More specifically, CONTRACTOR will not use or disclose confidential information other than as permitted or required by this contract and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this agreement, COUNTY may terminate this agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section.

CONTRACTOR ensures that any subcontractors' agents receiving health information related to this contract agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

ARTICLE X

Licensure and Laws: CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and as required by federal, state and local laws or any other appropriate governmental agency. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. CONTRACTOR is responsible to submit verification to COUNTY semi-annually that Licensed Mental Health professionals' licenses and registrations are current.

CONTRACTOR shall notify the COUNTY Contract Administrator, or Case Management Program Coordinator, immediately in writing, of its inability to obtain or maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions.

CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and the State Department of Mental Health (DMH) for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting.

CONTRACTOR shall possess and maintain Mental Health Organizational Provider certification, and comply with the DMH requirements thereof, including on-site reviews at least once every three years.

CONTRACTOR shall comply with all applicable laws, governmental regulations and requirements as they exist now or may hereafter be amended or changed. These regulations shall be deemed to include policies and procedures as set forth in State Department of Mental Health Letters.

ARTICLE XI

Nondiscrimination: During the performance of this Agreement, CONTRACTOR and all subcontractors shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or Beneficiaries because of race, sex, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (Cancer), age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified. CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE XII

Records: CONTRACTOR shall, subject to the provisions of applicable law, upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, make available accounting and administrative books and records, program procedures, as well as documentation relating to licensure and accreditation, as they pertain to this Agreement and/or care, and to allow interviews of any employees who might reasonably have information related to such records. The CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

CONTRACTOR shall maintain adequate medical records of each individual beneficiary which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the California State Department of Mental Health and federal regulations, including records of beneficiary interviews, progress notes and treatment plans. The MHP and other relevant parties shall have access to relevant clinical records to the extent permitted by State and Federal laws. Beneficiary records and notes shall be maintained by CONTRACTOR. Appropriate beneficiary information will be available to COUNTY upon client discharge. Such records and information shall be provided each party hereto pursuant to procedures designed to protect the confidentiality of beneficiary medical records applicable legal requirements and recognized standards of professional practice.

Upon termination of this Agreement, CONTRACTOR agrees to cooperate with beneficiaries and subsequent contractors with respect to the orderly and prompt transfer of copies of medical records of beneficiaries. This Agreement does not preclude CONTRACTOR from assessing reasonable charges for the expense of transferring such records if appropriate.

All beneficiary records shall be retained by CONTRACTOR for seven (7) years or one (1) year beyond the beneficiaries reaching majority, whichever is greater. Majority is defined as eighteen (18) years of age.

CONTRACTOR shall maintain complete financial records which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The beneficiary eligibility determination and fees charged to, and collected from, beneficiaries must also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

ARTICLE XIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIV

CONTRACTOR to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as CONTRACTOR only to COUNTY and shall not act as CONTRACTOR to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

ARTICLE XV

Assignment and Delegation: CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY.

ARTICLE XVI

Independent Contractor/Liability: CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

ARTICLE XVII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year.

It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in

default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.
- C. Ceasing Performance: COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Upon receipt of Notice of Termination by COUNTY, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by the COUNTY Contract Administrator in a manner which is consistent with recognized standards of quality patient care and prudent business practice.
2. Obtain immediate clarification from the COUNTY Contract Administrator, written or oral, regarding any unsettled or outstanding issues of contract performance.
3. Until the effective date of termination, continue to provide the same level of service required by this Agreement.
4. Until the effective date of termination, COUNTY shall continue to pay CONTRACTOR for services not in dispute in the manner specified in ARTICLE III, Compensation for Services.

If any of CONTRACTOR'S licenses are revoked, this Agreement shall be terminated automatically, without notice, effective as of the date such license is revoked.

The rights and remedies of COUNTY provided in ARTICLE XV Default, Termination and Cancellation shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: DARRYL KECK, CHILDREN'S SERVICES PROGRAM MANAGER

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

FRED FINCH YOUTH CENTER
3800 COOLIDGE AVENUE
OAKLAND, CA 94602
ATTN: JOHN F. STEINFIRST, CHIEF EXECUTIVE OFFICER

or to such other location as the CONTRACTOR directs.

ARTICLE XX

Indemnity: The CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

Insurance: CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado COUNTY Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.
- D. In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado COUNTY Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
 - 2. The COUNTY of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the COUNTY of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY Department either independently or in consultation with the Risk Management Division, as essential for the protection of the COUNTY.

ARTICLE XXII

Interest of Public Official: No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIII

Interest of CONTRACTOR: CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

ARTICLE XXIV

California Residency (Form 590): All independent CONTRACTORS providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The CONTRACTOR will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the CONTRACTOR during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

Taxpayer Identification Number (Form W-9): All independent CONTRACTORS or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVI

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVII

Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Darryl Keck, Children's Services Program Manager, Mental Health Department, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIX

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

ARTICLE XXX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: Darryl Keck LCSW Dated: 1-11-07
Darryl Keck, Children's Services Program Manager
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: John Bachman Dated: 1/19/07
John Bachman, PhD, Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"COUNTY"

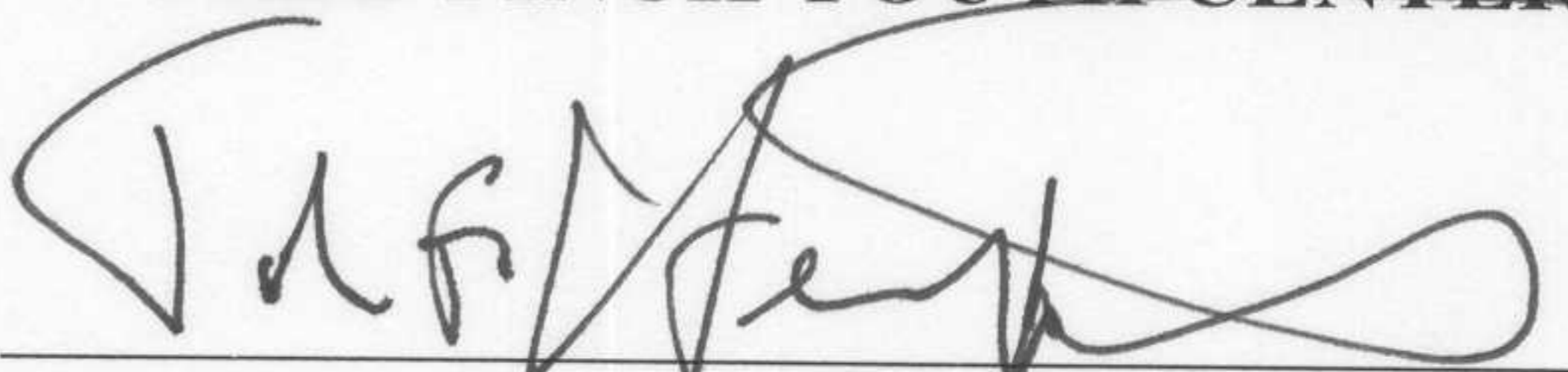
ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

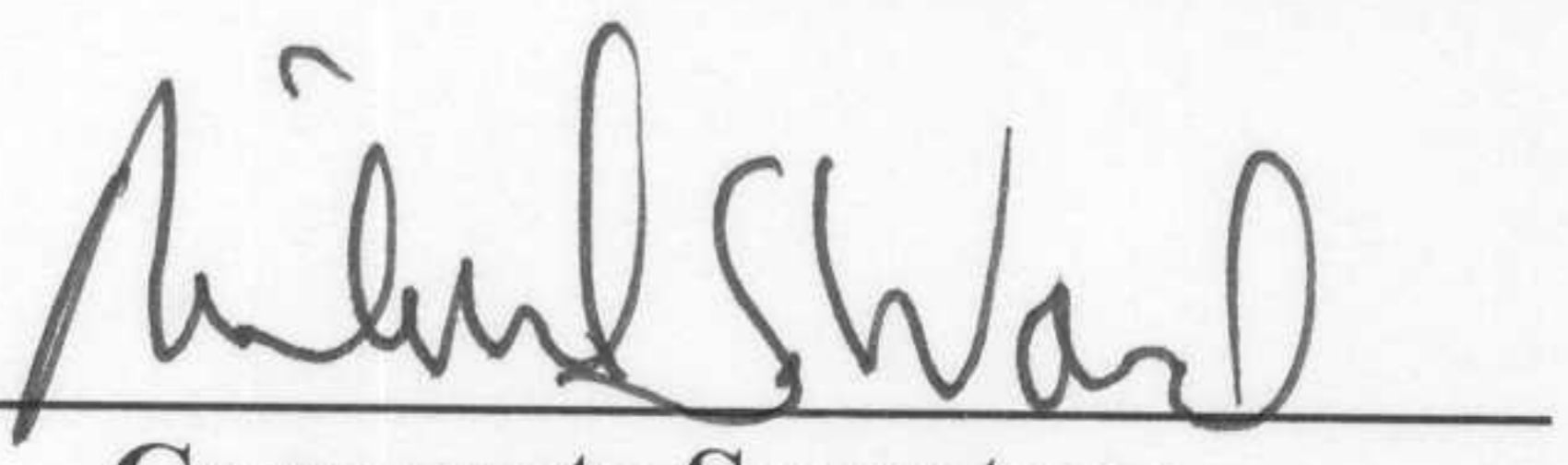
- CONTRACTOR -

Dated: 1/31/07

FRED FINCH CHILDREN'S HOME
A CALIFORNIA CORPORATION dba
FRED FINCH YOUTH CENTER

By: 

John F. Steinfirst
President and Chief Executive Officer
"CONTRACTOR"

By: 
Corporate Secretary

Dated: 2/8/07

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Service Provider: Fred Finch Youth Center; Dual Diagnosis Program for Developmentally Disabled and Emotionally Disturbed Adolescents

1. **Contracted Services:** Day Treatment Intensive, Medication Support Services, Mental Health Services and Therapeutic Behavioral Services as necessary.
2. **Program Name:** Fred Finch Youth Center; Dual Diagnosis Program
3800 Coolidge Avenue
Oakland, CA 94602
3. **Program Objectives:**
 - A. To provide dually diagnosed youth with behavior stabilization that will limit psychiatric hospitalization and allow youth the maximum amount of independence and the least restrictive environment in the shortest time possible.
 - B. To ameliorate acute or persistent symptoms that interfere with the emotional, social, and educational growth of program youth and that impede their ability to be maintained in a lesser restrictive environment.
 - C. To provide a range of integrated and culturally sensitive therapeutic and day treatment services that incorporate the values of psychiatric rehabilitation and professional intervention with a child and family centered, individualized treatment approach.
 - D. To provide a safe, stable and highly structured environment through combining intensive staffing with a milieu culture that utilizes behavior modification and peer monitoring.
 - E. To provide medication support services based on an accurate and thorough clinical assessment and as an adjunct to help a child maximize his response to treatment.

4. **Program Description:**

Intensive Day Treatment: Intensive full day treatment services will be offered to program youth. These services will be integrated with the Dual Diagnosis residential and educational program components. The day program will focus on enhancing youths' mental and physical health, independence, problem solving skills, coping skills, academic development, self-esteem,

EXHIBIT A

respect for others, family involvement, vocational skills, and community integration. The day treatment program will be the support and resource agent, which will serve as the key link to the residential and educational programs. Day treatment staff will work from both the school and the residence to provide a variety of intensive mental health interventions including: individual, group, and family therapy; expressive arts, case management and collateral services; comprehensive assessments and on-going evaluation; and educational and program support. The mental health services provided will be modified to meet the needs of those with cognitive/developmental disabilities. Depending on the needs of specific clients, interventions will be more direct and reciprocal. Length and frequency of sessions will also be varied according to individual client need. There will be a therapeutic playroom and other expressive tools such as art supplies available. Innovative techniques such as role model interacting and drama therapy will be utilized according to individual capacity. The overriding emphasis at all times will be on assisting the youth to develop those skills essential to more successful and adaptive functioning.

Medication Support Services: Medication support services being provided include: assessing and evaluating the need for, and on-going monitoring of clients' needs for psychotropic medication, evaluation of clinical effectiveness and side effects of medication; obtaining informed consent; medication education; prescribing, dispensing and administering psychiatric medications; and regularly scheduled medication review. At least once per month the program psychiatrist monitors each resident's medication status (whether currently on medication or not) in a consult format that includes all pertinent treatment staff and a face-to-face with the resident. Medication support services are viewed through the lens of needing to have thorough and accurate clinical assessments and diagnosis to prescribe correctly and one that sees medications as an adjunct to help residents' maximize their response to treatment.

Mental Health Services: Clients may receive mental health services outside of day treatment hours, on an as needed basis. These include crisis intervention; individual, group, and family therapy; collateral contacts; assessments; and supportive rehabilitative services. These services will be delivered by Mental Health professionals and will be directed towards individual client goals. Emphasis will be on interventions that restore or maintain more adaptive functioning. Most services will be provided on the weekend or on days when Day Treatment services are not provided, though some family therapy may occur after Day Treatment hours if dictated by family requirements

Therapeutic Behavioral Services: Clients may receive therapeutic behavioral services on an as needed basis. Services will be provided on a one-to-one basis up to 24 hours daily, seven days a week. Service delivery occurs in the milieu in which the child is living or conducting his or her life. Intervention strategies target specific behaviors that jeopardize his or her living situation. Service delivery occurs at the time of day designated to provide the best opportunity for intensive therapeutic support toward established goals. Goals are defined specifically to target behaviors that jeopardize the young person's placement or threaten a transition to a lower level of care. Goals are short-term with an eye to increasing the youth's ability to respond effectively to caregivers or parents and the structures of their surrounding milieu.

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5. Program Goals:

Intensive Day Treatment: The overall emphasis of the day treatment program is to ameliorate acute or persistent symptoms that interfere with the educational social, and emotional growth of the youth and that impede their ability to be maintained in a lesser restrictive setting. The focus of services is to provide emotionally disturbed youth with developmental disabilities with behavior stabilization that will limit psychiatric hospitalization and allow youth the maximum amount of independence and the least restrictive environment in the shortest time possible. Specific goals are as follows:

1. To provide opportunities for program youth to express and resolve dysphasia, anger, and resentment related to realistic cognitive limitations and to experiences of social stigmatization and rejection.
2. To enhance self-esteem and personal competence of program participants.
3. To help youth increase their capacity to recognize, process and resolve internalized conflict in an adaptive and prosocial manner.
4. To encourage youth to assume greater personal independence.
5. To strengthen contact and resolve conflict between program youth and their families.
6. To foster improved social skills and competencies.

Medication Support Services:

1. Alleviate symptoms of mental illness.
2. Help residents' maximize their responses to treatment.

Mental Health Services: The overall emphasis of mental health services is to ameliorate acute or persistent symptoms that interfere with the social and emotional growth of program youth and that impede their ability to be maintained in a lesser restrictive setting at times other than when day treatment is in effect. Specific goals are the same as those during day treatment hours.

Therapeutic Behavioral Services:

1. Ameliorate acute or persistent symptoms or behaviors that cause a youth to be at risk of losing his placement or that interfere with transition to a lower level of care.

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6. Performance/Service Objectives:

Contractor shall achieve the following outcome objectives:

1. 80% of all clients served shall graduate to a lower level of care.
2. 80% of clients with family reunification as a discharge option shall return home.
3. 100% of all clients shall have a transition plan in place within 30 days of admission and updated every 6 months thereafter until discharge.
4. 100% of all clients shall have a crisis plan in place within 5 calendar days of admission.
5. Psychiatric hospitalizations shall not occur more than seven times per fiscal year for all clients.
6. 100% of all clients turning 18 before discharge from the program, who are not returning home, shall be transitioned successfully to the adult system of care.
7. 100% of all clients shall have a behavioral assessment plan in place within 30 calendar days of admission.
8. 100% of all clients shall have a individual service plan in place within 30 calendar days of admission
9. Unplanned discharges shall not occur more than seven times per fiscal year, for all clients.
10. Contractor shall make at least one contact (face-to-face, mail, telephone) per month with a family member, caregiver, or legally responsible adult for a client who is a minor as a part of day treatment.

7. Target Population:

The program will serve male and female youth ages twelve through seventeen and one-half at intake; with authorization services may extend to age 22, however, after a resident ages out of the Children's Foster Care System the referring county assumes responsibility for costs. Youth placed in the program will have been diagnosed with both cognitive/developmental disability and significant mental health challenges. Cognitive/developmental delay may vary from mild to moderate and may include specific syndromes such as Fragile X, Prader Willi Syndrome, and Fetal Alcohol. Comorbid mental health problems in this population are likely to include schizophrenia, pervasive developmental delay, affective and anxiety disorders, attention deficit hyperactivity disorder, eating disorders and oppositional defiance. Youth placed in this program are likely to exhibit a wide range of acting out behaviors including aggression, property destruction, running away, sexual acting out, defiance and self-injurious behaviors. Youth may have significant medical problems, including non-ambulatory status.

The Dual Diagnosis Program of Fred Finch Youth Center provides services to children and their families without discrimination because of race, sex, ethnic background, status or residency. To be eligible for admission, a resident must be:

- A. Male or female/ 12 -17.5 at intake.
- B. Dually Diagnosed.

EXHIBIT A

- C. Regional Center Client and approved for placement by the Regional Center.
- D. Have a 5 Axis Diagnosis including an Axis I Diagnosis of a Mental Health Condition.
- E. Meet the requirements for Medical Necessity and Service Necessity under MediCal regulations for Intensive Day Treatment Services.
- F. Be approved for RCL 14 placement.
- G. Have a current IEP that indicates NPS in a residential, small or highly structured environment, or therapeutic milieu.

8. Discharge Criteria and Planning

Discharge planning is considered an integral part of residents' treatment and begins at intake. There is a section devoted to discharge issues/concerns in each resident's chart and plans are reviewed on an on-going basis. Like the treatment plan, the discharge component is developed collaboratively with input from the resident, family, program staff, county and regional center case managers, and community provider staff. In order to assess additional treatment and aftercare options for youth and families, Fred Finch will also hire a wraparound coordinator and parent partner. It is the intent of the program to discharge clients to their host county/regional center of origin.

The program will make every effort to avoid precipitous discharges. If a resident is at risk for this the county and/or regional center case manager will be contacted and consulted with immediately and may be invited to participate in a special staffing to address the resident's risk/needs. In the event of an emergency discharge (i.e. removal of resident by self or family, serious illness, accident, etc.) the county and/or regional center liaison will be contacted immediately and involved in the planning/decision making process.

Residents will be discharged under the following conditions:

1. The adolescent no longer displays behavioral challenges/mental health issues which warrant RCL 14 placement/intensive day treatment.
2. The adolescent displays behaviors which meet the exclusionary criteria.
3. The adolescent is permanently removed from the facility by the court, law enforcement, or Child Protective Services.

9. Referral Sources

Clients will be referred from County Mental Health, Social Service and Probation Departments and State Regional Centers.

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Limitations of Service:

Fred Finch is committed to accepting referrals made by county placing agencies, DD program staff will give close attention to the existing age, gender, and presenting problem characteristics of the youth already residing in the facility before accepting a new placement. Program residents must meet the requirements for Medical Necessity and Service Necessity. Youth meeting W&I 5150 criteria will be excluded, as will persistent, high-risk firesetters and/or weapon users, those with backgrounds of excessive and serious violence, children with predatory sexual behavior, or those youth who are primarily chemically dependent. The program will not be designed to serve youth who could be appropriately served in a less restrictive setting.

10. Service Response Time:

All referral packets are channeled through the Alta Regional Center, who screens them for completeness of documentation and forwards them to Fred Finch. After receiving the packet, the program director or designee makes the initial phone contact to the referring party within two business days to acknowledge receipt and request additional information as necessary. The Interagency Intake Committee meets at least monthly to screen referral packets to determine if they meet inclusion and exclusion criteria for the program. If it is determined that a referral is not appropriate for placement, the referring agency is notified. If it is determined that a referral may be appropriate for placement based on available information, an interview will be scheduled with the potential resident, his/her case manager, and when possible, family members or other caregivers. These interviews are scheduled in accordance with planned discharges of the residents already residing in program. If there are no anticipated openings and a referral appears appropriate the referring party is notified that the client will be placed on a waiting list pending an interview scheduled for a time when the program projects an upcoming opening.

11. Program Evaluation

The Dual Diagnosis program will comply with and follow the guidelines, regulations, and policies of the Coordinated Services system of care under Solano County Mental Health Agency and its' Quality Assurance Plan. Contractor shall submit to periodic and/or annual reviews of program delivery and fiscal reporting as required by County, State and Federal funding sources.

Contractor shall comply with all county regulations regarding performance outcome measures including completion of the CSQ8, CAFAS, and CLEP (Community Living Environment Profile) as required.

12. Hours/Days of Operation:

The residential component of the Dual Diagnosis program is in operation 24 hours a day, 365 days a year. Day Treatment Intensive will operate 5 days per week from 9:00 am - 3:30pm. Medication Support services will be provided during day treatment hours. Mental Health services will be provided on an as needed basis outside of Intensive Day Treatment hours. TBS will be provided on an as needed basis.

13. Service Delivery Site

Fred Finch Youth Center
3800 Coolidge Ave.
Oakland, CA 94602

EXHIBIT "B"

**Fred Finch Youth Center
Published Rates
FY07**

SERVICE FUNCTION	Service Function Code	Time Base	Rate
DAY SERVICES CR/DC Code 10 SD/MC Claiming Code 12,18			
Day Treatment Intensive Full Day	85-89	Client Full Day	\$195.58
Day Treatment Rehabilitation Full Day	95-99	Client Full Day	\$126.80
OUTPATIENT SERVICES CR/DC Code 15 SD/MC Claiming Code 12,18			
Case Management, Brokerage	01-09	Staff Minute	\$1.95
Mental Health Services	10-19, 30-57,59	Staff Minute	\$2.52
Therapeutic Behavioral Services	58	Staff Minute	\$2.52
Medication Support	60-69	Staff Minute	\$4.66
Crisis Intervention	70-79	Staff Minute	\$3.75