

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES

BOARD AGENDA # B-9

Urgent \_\_\_\_\_ Routine X

AGENDA DATE May 1, 2001

CEO Concurs with Recommendation YES Pat NO \_\_\_\_\_

4/5 Vote Required YES \_\_\_\_\_ NO X

(Information Attached)

SUBJECT: APPROVAL OF RECOMMENDATIONS TO PROCEED WITH THE OPENING OF THE STANISLAUS RECOVERY CENTER

STAFF  
RECOMMEN-  
DATIONS:

1. AUTHORIZE AMENDMENT TO THE SALARY AND POSITION ALLOCATION RESOLUTION TO INCREASE THE ORGANIZATION'S ALLOCATION IN BUDGET UNITS 1501 AND 1505 PER THE STAFFING IMPACT OF THIS AGENDA ITEM
2. AUTHORIZE THE AUDITOR-CONTROLLER TO TRANSFER FUNDS REMAINING IN CHIEF EXECUTIVE OFFICE STANISLAUS RECOVERY CENTER CAPITAL PROJECTS FUND 2082 TO THE FISCAL YEAR 2001/2002 OPERATIONAL BUDGET FUND 1505 WHEN THE RENOVATION PROJECT IS COMPLETE

(Staff Recommendations Continued on Page 2)

FISCAL  
IMPACT:

The organization is seeking approval to execute agreements and add staff positions necessary to operate Stanislaus Recovery Center. Operational costs are estimated at \$5,440,442 annually. The cost for the new 2001-2002 positions is \$625,000 annually. Total annual Salaries and Benefits for existing and new positions for Fiscal Year 2001/2002 are estimated at \$1,662,935 and the Services and Supplies category at \$3,269,393 (\$2,329,233 for provider contracts). Revenue is estimated to fund the full operational costs and includes County match in the amount of \$58,960 required to use alcohol and drug treatment funding. The County match has not increased from the current level for fiscal year 2000/2001.

(Fiscal Impact Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2001-332

On motion of Supervisor Blom, Seconded by Supervisor Caruso  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

APPROVAL OF RECOMMENDATIONS TO PROCEED WITH THE OPENING OF THE STANISLAUS RECOVERY CENTER

Page 2

STAFF  
RECOMMEN-  
DATIONS:  
(Continued)

3. AUTHORIZE THE BEHAVIORAL HEALTH AND RECOVERY SERVICES DIRECTOR OR HIS DESIGNEE TO NEGOTIATE AND SIGN AN AGREEMENT WITH MENTAL HEALTH SYSTEMS, INC. TO PROVIDE AN ADOLESCENT TREATMENT PROGRAM AT STANISLAUS RECOVERY CENTER
4. AUTHORIZE THE BEHAVIORAL HEALTH AND RECOVERY SERVICES DIRECTOR OR HIS DESIGNEE TO NEGOTIATE AND SIGN AN AGREEMENT WITH SIERRA VISTA CHILDREN'S CENTER TO PROVIDE PERINATAL RESIDENTIAL AND OUTPATIENT SERVICES AT STANISLAUS RECOVERY CENTER
5. AUTHORIZE THE BEHAVIORAL HEALTH AND RECOVERY SERVICES DIRECTOR OR HIS DESIGNEE TO NEGOTIATE AND SIGN AN AGREEMENT WITH SODEXHO FOR FOOD AND JANITORIAL SERVICES AT STANISLAUS RECOVERY CENTER
6. AUTHORIZE THE BEHAVIORAL HEALTH AND RECOVERY SERVICES DIRECTOR OR HIS DESIGNEE TO NEGOTIATE AND SIGN AN AGREEMENT WITH STANISLAUS COUNTY OFFICE OF EDUCATION TO ALLOW THE LOCATION OF RELOCATABLE CLASSROOM BUILDINGS ON COUNTY PROPERTY TO PROVIDE EDUCATION SERVICES TO ADOLESCENTS IN TREATMENT

FISCAL  
IMPACT  
(Continued)

Financing of Stanislaus Recovery Center comes from multiple sources. While there are significant federal and state dollars included in the budget, there are also significant one-time Welfare to Work Incentive Funds from Community Service Agency. Overall sustainability of the facility will be dependent on the generation of additional revenue, including commercial reimbursement and grant services. Also, capitalizing on economies of scale with existing ancillary providers of services at Stanislaus Behavioral Health Center is key to the long-term success of Stanislaus Recovery Center. Funding for the operational budget and the proposed positions will be included in the organization's Proposed Budget for fiscal year 2001/2002. No further impact on the County General Fund is anticipated for fiscal year 2001/2002.

APPROVAL OF RECOMMENDATIONS TO PROCEED WITH THE OPENING OF THE  
STANISLAUS RECOVERY CENTER

Page 3

**DISCUSSION:** In January 1999 the Board of Supervisors approved the purchase of the Ceres property for the Stanislaus Recovery Center from Memorial Hospital Association. The Board approved renovation plans and the budget in December 1999. The program plan and design were developed in collaboration with other county and city agencies, education providers and community-based organizations.

The property was originally purchased in response to the need for expanded alcohol and other drug treatment and recovery services in Stanislaus County. Stanislaus Recovery Center will increase adult residential and outpatient treatment services with a flexible program designed to meet the unique needs of each individual. The adult residential program will increase capacity from 54 to 69 beds. Treatment options will be augmented to allow for varied lengths of stay and individualized treatment plans. The expanded capacity will also enable Stanislaus County to provide treatment to nonviolent drug offenders mandated treatment under Proposition 36. Adult treatment programs will be County operated.

Stanislaus Recovery Center will also house a perinatal residential treatment program for 13 women and their children, estimated to be 26 children between the ages of 0 to 5 years. These services will be available in Stanislaus County for the first time. This treatment program will be provided under contract by Sierra Vista Children's Center and Center for Human Services who now collaboratively provide outpatient perinatal treatment services through the First Step Program. Behavioral Health and Recovery Services proposes to expand the current agreement to include perinatal residential treatment services.

Three residential alcohol and drug treatment beds for adolescents and an adolescent treatment program will be available at Stanislaus Recovery Center. Again, these services will be available in the County for the first time. Needs assessment studies indicate that alcohol and drug treatment for adolescents is a high priority for Stanislaus County residents. Regrettably, the renovation budget was not sufficient to construct an additional and separate treatment facility for adolescents, and State regulations limit the number of adolescents that can be housed in an adult residential alcohol and drug treatment facility to three. A license waiver from the state Department of Alcohol and Drug Programs allows the adolescent beds to be located in a wing of the adult residential facility. Treatment services and education for the adolescents in residence at the facility will be provided in the adolescent day treatment program. A total of 50 to 60 adolescents will be provided outpatient treatment services and education through the day treatment program.

APPROVAL OF RECOMMENDATIONS TO PROCEED WITH THE OPENING OF THE  
STANISLAUS RECOVERY CENTER

Page 4

DISCUSSION:  
(Continued)

Behavioral Health and Recovery Services staff worked in collaboration with Probation Department staff to structure the Adolescent Treatment Program to meet the needs of requirements for the Probation Department's AB 1913 Day Reporting Program. Individuals referred to this Program will be able to utilize program components based on individual client service needs assessment.

It is proposed that the day treatment program for adolescents be provided through an agreement with Mental Health Systems, Inc. Education will be provided through an agreement with Stanislaus County Office of Education. Mental Health Systems, Inc. was selected through a Request for Proposals process which included representatives from Behavioral Health and Recovery Services, the Probation Department, Stanislaus County Office of Education, the Mental Health Board and the Advisory Board on Substance Abuse Programs. Mental Health Systems, Inc. comes highly recommended by Fresno and San Diego Counties in which they operate successful alcohol and drug treatment programs.

The State Department of Alcohol and Drug Programs will certify the adolescent treatment program. The program will also be able to provide mental health services, as it will be certified to provide these services under Short-Doyle Medi-Cal. Services for adolescents will be provided 365 days a year.

Planning for Stanislaus Recovery Center has been through a collaborative process. Services will be provided primarily through a social/recovery model and will be strength-based and family-focused and will be provided in partnership with Community Services Agency, the Probation Department, the Sheriff's Office, Health Services Agency, Stanislaus County Office of Education, Ceres Unified School District, the Department of Employment and Training and various community-based organizations. Blended funding from partner agencies will be used to pay for services.

Studies show that effective alcohol and drug treatment programs have a positive impact on the community. The number and costs of children placed in out-of-home care are reduced; families are strengthened and supported to reduce family disintegration; and the incidents of criminal activity, including domestic violence, are reduced. Additionally, health care problems and costs for diseases such as Hepatitis, AIDS and other high cost diseases resulting from substance abuse are reduced. Further, it has been shown that parents participating in treatment and recovery programs offer the most effective alcohol and drug abuse prevention strategy for high-risk children.

APPROVAL OF RECOMMENDATIONS TO PROCEED WITH THE OPENING OF THE STANISLAUS RECOVERY CENTER

Page 5

DISCUSSION:  
(Continued)

Implemented as planned, services at Stanislaus Recovery Center will result in the following:

- The creation of alcohol and drug treatment services, including recovery and residential services, for women with children and adolescents that currently do not exist in Stanislaus County
- The creation of alternative treatment options for adult men and women and their families that currently do not exist in Stanislaus County
- Increased access to alcohol and drug treatment services, including residential services, for all age groups
- The development of flexible and individualized treatment plans for individuals in treatment
- Increased participation by families in treatment
- Expanded access to alternative education in Ceres

POLICY  
ISSUES:

Approval of recommendations allowing the operation of Stanislaus Recovery Center support the Board of Supervisor priorities of ensuring a safe and healthy community as well as achieving multi-jurisdictional cooperation.

STAFFING  
IMPACT:

This item would require amendment of the Salary and Position Allocation Resolution to add the following positions:

Budget Unit 1501

1 Patient Finance Technician

Budget Unit 1505

1 Manager IV  
1 Confidential Assistant III  
1 Administrative Clerk II  
4 Behavioral Health Specialist I/II's  
4 Clinical Service Technician I/II's  
2 Driver Clerk I/II's

APPROVAL OF RECOMMENDATIONS TO PROCEED WITH THE OPENING OF THE  
STANISLAUS RECOVERY CENTER

Page 6

STAFFING

IMPACT:

(Continued)


The Manager IV will be responsible for site management at the 24-hour facility and will be administratively supported by the Confidential Assistant III. The Administrative Clerk II will provide front desk reception duties. The Patient Finance Technician will be responsible for identification of financial resources for clients. Driver Clerks will provide transportation for clients to various service sites. Although current residential treatment staff will transfer to Stanislaus Recovery Center, additional Behavioral Health Specialists and Clinical Service Technicians are needed due to increased capacity at the facility.



**BEHAVIORAL HEALTH AND RECOVERY SERVICES**  
A MENTAL HEALTH, ALCOHOL AND DRUG SERVICE ORGANIZATION

**LARRY B. POASTER, Ph.D.**  
Director

800 Scenic Drive, Modesto, California 95350  
Phone: 209.525.6225 Fax: 209.525.7420

**DATE:** October 17, 2001  
**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors  
**FROM:**  Sharon Dean  
Behavioral Health and Recovery Services  
**RE:** Board Agenda #  B-9   
Agenda Date:  05/1/01   
Board Action #  2001-332

2001 OCT 18 P 3:34  
BOARD OF SUPERVISORS

The Agreement between Behavioral Health and Recovery Services and Mental Health Systems, Inc.(Provider and Independent),Sierra Vista Children's Center/Center for Human Services, Stanislaus County Office of Education and the Amendment for Sodexho America, LLC approved by the BOS on May 1, 2001, are enclosed for your records.

If you have any questions, please call me at 525-6020.

Thank you.

Enclosure



**PROVIDER AGREEMENT**

**BETWEEN**

**STANISLAUS COUNTY**

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

**AND**

**MENTAL HEALTH SYSTEMS, INC.**

**ADOLESCENT TREATMENT PROGRAM**

**JULY 9, 2001 – JUNE 30, 2002**



## Table of Contents

<u>Section</u>	<u>Page</u>
1. RECITALS .....	1
2. SERVICES AND OUTCOMES .....	1
3. ELIGIBILITY .....	1
4. AUTHORIZATION – MENTAL HEALTH SERVICES .....	1
5. BILLING AND PAYMENT .....	2
6. CULTURAL COMPETENCY .....	3
7. QUALITY MANAGEMENT .....	3
8. CHAIN OF TRUST (HIPAA) .....	3
9. ORGANIZATIONAL COMPLIANCE PLAN .....	4
10. PATIENTS RIGHTS AND PROBLEM RESOLUTION PROCESS .....	4
11. CONFIDENTIALITY .....	4
12. MONITORING .....	5
13. CERTIFICATION .....	5
14. RECORDS .....	5
15. REPORTING .....	6
16. INFORMATION SYSTEM .....	7
17. INVENTORY .....	7
18. PERSONNEL .....	7
19. CODE OF ETHICS .....	9
20. WORKPLACE REQUIREMENTS .....	9
21. ACKNOWLEDGEMENT .....	9
22. FINANCIAL RELATIONSHIPS .....	10
23. REQUIRED LICENSES, CERTIFICATES AND PERMITS .....	10
24. INDEMNIFICATION .....	10
25. INSURANCE .....	11
26. NOTICE .....	14
27. CONFLICTS .....	14
28. SEVERABILITY .....	15
29. AMENDMENT .....	15
30. ENTIRE AGREEMENT .....	15
31. RELATIONSHIP OF PARTIES .....	15
32. REFERENCES TO LAWS .....	15
33. ASSIGNMENT .....	15
34. AVAILABILITY OF FUNDS .....	16
35. WAIVER OF DEFAULT .....	16
36. VENUE .....	16
37. TERM .....	16
SIGNATURE PAGE .....	17
ATTACHMENT A – STATEMENT OF COMPLIANCE	
EXHIBIT A – TARGET POPULATION	
EXHIBIT B – SERVICES	
EXHIBIT C – PERFORMANCE OUTCOMES	
EXHIBIT D – OUTCOME MEASUREMENTS	

## **AGREEMENT**

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through Behavioral Health and Recovery Services, hereinafter referred to as "**COUNTY**", and Mental Health Systems, Inc., hereinafter referred to as "**CONTRACTOR**", in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

**WHEREAS**, COUNTY, through Behavioral Health and Recovery Services Children's System of Care ("CSOC") and Alcohol and Other Drug System of Care (AODSOC), in partnership with the Local Medi-Cal Managed Care Plan, hereinafter referred to as "PLAN", wishes to collaborate with CONTRACTOR for the provision of behavioral health services for adolescents; and,

**WHEREAS**, CONTRACTOR wishes to partner with COUNTY as an organizational provider under the provisions of PLAN as described in Title 9 of the California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services, beginning at Section 1810.100, as it may be amended from time to time, and the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code, beginning at Section 5600, as it may be amended from time to time by the California Legislature.

**NOW THEREFORE**, the parties hereby agree as follows:

**1. RECITALS**

The recitals set forth above are a material part of this Agreement.

**2. SERVICES AND OUTCOMES**

Services and outcomes required under this Agreement are described in exhibits.

**3. ELIGIBILITY**

In accordance with the requirements of applicable Federal or State Laws, persons shall be provided treatment without discrimination on the basis of age, race, color, religion, gender, marital status, sexual orientation, national origin, or physical or mental handicap. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas and made available to the public in handout form.

**4. AUTHORIZATION – MENTAL HEALTH SERVICES**

4.1 All mental health services must have prior authorization by COUNTY's Utilization Management Unit. Mental Health services provided without authorization shall not be reimbursed.

4.2 A request for authorization of continued mental health services shall be submitted by CONTRACTOR on a Client Care Plan form no less than seventy-

two (72) hours before the previous authorization expires.

- 4.3 Utilization Management may request a second opinion regarding treatment planning, after consultation with CONTRACTOR.

## **5. BILLING AND PAYMENT**

- 5.1 In consideration of CONTRACTOR's provision of services required under this Agreement, COUNTY shall reimburse CONTRACTOR for the actual costs associated with operating the program not to exceed \$899,525 for salaries, benefits, operating expenses and administrative overhead identified in the proposal submitted by CONTRACTOR in response to Request for Proposal (RFP) # 01-11-BLS and modified in Exhibit E.
- 5.2 COUNTY shall deduct a monthly user fee from CONTRACTOR's invoice estimated to be in the amount of \$25,501.75. This fee reimburses COUNTY for its common site costs, including janitorial, maintenance of structures and grounds, security, rent, utilities and food (see complete listing in Exhibit E).
- 5.3 The maximum amount payable to CONTRACTOR under the terms of this Agreement is \$1,205,546. This includes \$899,525 for program expenses, and \$306,021 in common site costs.
- 5.4 CONTRACTOR shall submit an invoice to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, California 95350, on a monthly basis for one twelfth of the program expenses and common site costs (\$100,462), settled to actual cost at year end. COUNTY and CONTRACTOR shall review actual costs reported by CONTRACTOR in January and June. COUNTY may adjust payments to actual cost prior to year end if CONTRACTOR's costs do not support the one twelfth payment method.
- 5.5 CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month. In no event shall claims be submitted later than six months after services have been provided.
- 5.6 COUNTY shall not reimburse CONTRACTOR for mental health services that were provided without authorization. COUNTY shall reconcile payments, which may have been for these services, periodically. The reconciliation will be based upon the total authorized units of service captured in COUNTY's automated information system (InSyst).
- 5.7 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions as a function of State or Federal Medi-Cal audits which occur within

the next four (4) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.

- 5.8 Payment by COUNTY to CONTRACTOR shall be payment in full, subject to third party liability and beneficiary share of cost, for services provided.
- 5.9 Reimbursement shall be subject to retrospective cost settlement, which shares equally between the federal government and CONTRACTOR the portion of the federal reimbursement that exceeds actual cost in the aggregate by CONTRACTOR for Medi-Cal beneficiaries. In no case shall payment exceed the established maximum allowances (mental health services only).
- 5.10 CONTRACTOR shall hold harmless both the State and Medi-Cal beneficiaries in the event COUNTY can not or will not pay for services performed by CONTRACTOR pursuant to this Agreement (mental health services only).
- 5.11 Final payment for services provided under the terms of this Agreement may be withheld pending reconciliation.

**6. CULTURAL COMPETENCY**

- 6.1 CONTRACTOR shall submit a Cultural Competency Plan to COUNTY by June 30, 2002. COUNTY is available for technical assistance if necessary.
- 6.1 COUNTY shall monitor Cultural Competency Plan activity at regularly scheduled monitoring meetings.
- 6.2 CONTRACTOR shall include Cultural Competency Plan updates, if any, in the annual program report. Updates shall include revisions, if any, as requested by the COUNTY. The Plan and updates shall include staff ethnicity and language capabilities.

**7. QUALITY MANAGEMENT**

- 7.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
- 7.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

**8. CHAIN OF TRUST (HIPAA)**

As business partners (chain of trust relationship), both parties agree to use their best

efforts and due diligence to ensure compliance with implementation of various regulations related to Health Insurance Portability and Accountability Act of 1996 (HIPAA) as they pertain to behavioral health care providers.

**9. ORGANIZATIONAL COMPLIANCE PLAN**

COUNTY has accepted in concept an Organizational Compliance Plan which addresses compliance with federal, state, and local laws, regulations, rules and guidelines. The Plan will apply to all business partners of COUNTY and their employees and the manner in which they conduct themselves and their businesses. COUNTY anticipates the Plan will be implemented during the term of this Agreement. It is expected that CONTRACTOR shall develop and implement a Corporate Organizational Compliance Plan in alignment with COUNTY's Plan.

**10. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS**

10.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely complaint resolution.

10.2 CONTRACTOR shall comply with the PLAN's Medi-Cal beneficiary problem resolution process as stated in the PLAN's Beneficiary Handbook. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the PLAN's and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

10.3 No provision of this Agreement shall be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

**11. CONFIDENTIALITY**

Records, including any information whether recorded or not, pertaining to the identification, diagnosis, or treatment of any client shall be confidential. All such records shall be considered confidential in accordance with California Welfare and Institutions Code, Section 5328 et seq. and Section 14100.2 of the Welfare and Institutions Code and Part 2, Title 42 of the Code of Federal Regulations. Such records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the confidentiality of medical records, patient consents to release information, and the psychotherapist-patient privilege. Such information shall be used

only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

**12. MONITORING**

12.1 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, of the California Code of Regulations and policies of Behavioral Health and Recovery Services.

12.2 CONTRACTOR agrees that COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons COUNTY deems necessary to monitor and audit services rendered.

**13. CERTIFICATION**

13.1 CONTRACTOR shall maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY's Contract Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

13.2 The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

13.3 CONTRACTOR shall maintain certification with the State of California as an Alcohol and Other Drug Program during the term of this Agreement.

**14. RECORDS**

14.1 CONTRACTOR shall participate in COUNTY's outpatient medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in COUNTY's medical record which shall be the sole medical record used by CONTRACTOR in providing services pursuant to this Agreement.

14.2 CONTRACTOR shall comply with COUNTY's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, CONTRACTOR shall comply with COUNTY's documentation protocols and use of forms. COUNTY shall provide training, support, and technical assistance if needed.

14.3 Clinical records shall be maintained according to COUNTY standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has

received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

- 14.4 Clinical records, shall be the property of COUNTY, and maintained by CONTRACTOR in accordance with COUNTY standards.
- 14.5 CONTRACTOR shall place in each of its subcontracts, which are in excess of \$10,000 and utilize State funds, a provision that: The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). CONTRACTOR shall also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).
- 14.6 CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying by COUNTY, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of COUNTY's fiscal year in which the subcontract was in effect.

## **15. REPORTING**

- 15.1 CONTRACTOR shall enter all required data into COUNTY's automated information system (InSyst). Data must be entered by the fourth working day of each month. COUNTY may withhold payment for services until the entry of data is current.
- 15.2 CONTRACTOR shall use COUNTY's automated information system (InSyst) to complete California Alcohol and Drug Data System (CADDs) monthly reporting. This is a requirement of COUNTY by both the State and Federal governments. Reporting is due no later than the 10<sup>th</sup> of the month two months past the report month.
- 15.3 CONTRACTOR shall submit a Drug and Alcohol Treatment Access Report (DATAR) each month by the 10<sup>th</sup> of the following month. This is a manual report of program capacity and waiting list data to be mailed or faxed to the State

Department of Alcohol and Drug Programs.

- 15.4 CONTRACTOR shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the State Department of Mental Health, no later than November 15th. COUNTY shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
- 15.5 CONTRACTOR shall submit a six (6) month program report by March 1, of each year, and a year-end program report by September 1, of each year. The reports shall be in a format agreed upon between COUNTY and CONTRACTOR. The reports shall include, but are not limited to, a summary of the year's statistical data; evidence of achieving contract outcomes; update of Cultural Competency Plan; a detailed report of training attended by CONTRACTOR staff providing service under this Agreement; client satisfaction survey results; and evidence of use of the Language Line or a statement that no clients required the use of the Language Line.
- 15.6 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
- 15.7 CONTRACTOR shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

**16. INFORMATION SYSTEM**

COUNTY's conversion from Insyst to Centromine is scheduled to occur during Fiscal Year 2001/02. CONTRACTOR shall participate in all phases as determined necessary by COUNTY.

**17. INVENTORY**

COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

**18. PERSONNEL**

- 18.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Attachment A.
- 18.2 CONTRACTOR shall not employ, or continue the employment of any person



convicted of certain felonies, including but not limited to, first-degree murder, convictions with elements of violence, convictions of a crime against children, any sex offenses including "Harm to Children" offenses, certain driving convictions or any other conviction which violates CONTRACTOR's policies and procedures on this matter.

- 18.3 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 18.4 All personnel rendering services under this contract shall be employed by, or under contract to CONTRACTOR, and shall be appropriately supervised. Services shall be under the supervision of CONTRACTOR's Clinical Director who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.
- 18.5 All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
- 18.6 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.
- 18.7 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community.
- 18.8 CONTRACTOR shall recruit, hire, train, and maintain, qualified, diverse staff, with core competencies in culturally appropriate service provisions for all programs.
- 18.9 The Head of Service shall be a licensed Marriage Family Therapist, a Licensed Clinical Social Worker, or Clinical Psychologist.
- 18.10 Substance abuse counselors shall be educated and trained in adolescent alcohol and drug treatment, including dual diagnosis treatment. They must also be knowledgeable in the treatment needs of families.
- 18.11 Staff providing mental health services shall be educated and trained in dual

diagnosis treatment, including treatment of seriously emotionally disturbed youth. They must also be knowledgeable in the mental health treatment needs of families.

18.12 Psychiatric staff shall have knowledge in treatment of youth with both single diagnosis (alcohol and other drug), and dual diagnosis needs.

**19. CODE OF ETHICS**

CONTRACTOR's Code of Ethics shall be in alignment with COUNTY's Code of Ethics, a copy of which was provided to CONTRACTOR on April 19, 2001.

**20. WORKPLACE REQUIREMENTS**

20.1 Any threat or act of violence which targets any CONTRACTOR employees, either (1) on the premises, (2) off the premises when the threat effects or concerns COUNTY legitimate business interests, or (3) off premises where there is a reasonable possibility that violence will follow CONTRACTOR employees to the workplace, shall be reported to the Director of Behavioral Health and Recovery Services, or designee, as soon as learned and no later than one (1) hour after notice to CONTRACTOR.

20.2 CONTRACTOR shall include appropriate discipline for incidents of workplace violence of their employees, in its Workplace Violence Prevention Policy, a copy of which shall be provided to COUNTY by August 31, 2001.

20.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

20.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

20.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

**21. ACKNOWLEDGEMENT**

All public relations and educational material shall mention that CONTRACTOR's Program(s) is funded by the Stanislaus County Board of Supervisors and Behavioral

Health and Recovery Services.

**22. FINANCIAL RELATIONSHIPS**

22.1 CONTRACTOR shall maintain program statistical records in the manner required by COUNTY, State Department of Mental Health, and applicable licensing agencies, and make such records available to COUNTY upon request.

22.2 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by COUNTY, the Grand Jury, the State Controller, and the State Director of the Department of Mental Health, or any of their deputies.

22.3 CONTRACTOR shall have an audit conducted by an independent auditing firm that shall be executed in accordance with generally accepted auditing standards. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the fiscal year (November 1).

22.4 CONTRACTOR shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

**23. REQUIRED LICENSES, CERTIFICATES AND PERMITS**

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY.

**24. INDEMNIFICATION**

24.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its agents, officers and employees against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction

to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

- 24.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

## **25. INSURANCE**

- 25.1 CONTRACTOR shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

25.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

25.1.2 Professional Liability. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate.

25.1.3 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits or no less than One Million Dollars (\$1,000,000) per incident or occurrence.

25.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

- 25.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.
- 25.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.
- 25.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not

contribute with CONTRACTOR's insurance.

- 25.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 25.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 25.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, COUNTY of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 25.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
- 25.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 25.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required

insurance policies and endorsements, at any time.

25.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

**26. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

Contractor: Bill Eastwood, M.A., Executive Director  
Mental Health Systems, Inc.  
9845 Erma Road, #300  
San Diego, CA 92131  
(858) 689-2633

**27. CONFLICTS**

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**28. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance, regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**29. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**30. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**31. RELATIONSHIP OF PARTIES**

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

**32. REFERENCES TO LAWS AND RULES**

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

**33. ASSIGNMENT**

COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of COUNTY, which shall not be unreasonably withheld.

**34. AVAILABILITY OF FUNDS**

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds.

**35. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**36. VENUE**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of



Stanislaus, State of California.

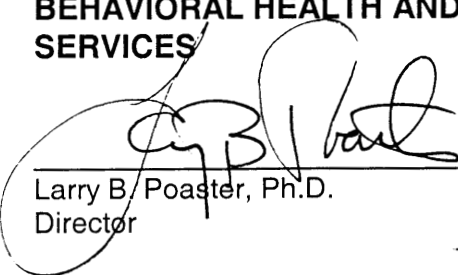
**37. TERM**

This Agreement shall commence on July 1, 2001, and continue through June 30, 2002. Either party may terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

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

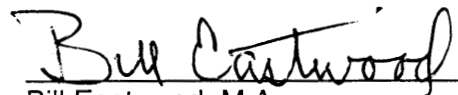
**COUNTY OF STANISLAUS**

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

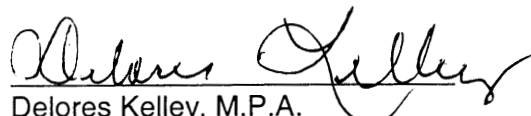
  
\_\_\_\_\_  
Larry B. Poaster, Ph.D.  
Director

**CONTRACTOR**

**MENTAL HEALTH SYSTEMS, INC.**

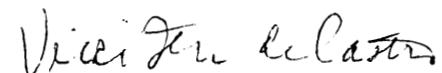
  
\_\_\_\_\_  
Bill Eastwood, M.A.  
Executive Director

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Delores Kelley, M.P.A.  
Manager, Stanislaus Recovery Center

APPROVED AS TO FORM

Michael H. Krausnick, County Counsel

  
\_\_\_\_\_  
Vicki Fern de Castro  
Deputy County Counsel

STATEMENT OF COMPLIANCE

A. The Contractor agrees, unless specifically exempted, to be in compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of COUNTY, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by COUNTY Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of the contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which COUNTY and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by COUNTY Officer responsible for contracts, advising the labor union or workers representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and the contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Services' Complaint Process.

5. All provision of Paragraph 1 through 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. The contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, the contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. COUNTY and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by COUNTY and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.

3. Notice of Complaint Process: COUNTY and all subcontractors shall, subject to the approval of Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.

C. COUNTY and any subcontractor will furnish all information and reports required by Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. COUNTY and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that COUNTY has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 85, dated May 4, 1977.

**TARGET POPULATION**

1. The target population is adolescents (ages 12-17) residing in Stanislaus County.
2. It is anticipated that some youth will enter treatment with alcohol/drug problems as the primary concern, while others will present with both alcohol/drug and mental health issues requiring treatment.
3. The contractor shall ensure that Probation wards assessed to have alcohol and drug problems, will receive treatment regardless of their offense, given safety and risk considerations.
4. Clients shall be considered for admission based upon any of the following entry criteria:
  - 4.1 Pregnant adolescent Injection Drug Users (IDU)
  - 4.2 Other pregnant teens
  - 4.3 All other adolescent Injection Drug Users
  - 4.4 Clients of Stanislaus County Juvenile Probation
  - 4.5 Clients of Stanislaus County Juvenile Drug Court
  - 4.6 Clients of Stanislaus County Children's System of Care and/or Behavioral Health and Recovery Services
  - 4.7 Clients of Stanislaus County Community Services Agency (CSA)
  - 4.8 Clients of Stanislaus County Schools Special Education Local Plan Area (SELPA) and Modesto City Schools SELPA
  - 4.9 Other referrals

**PROGRAM DESCRIPTION**

The contractor shall provide:

1. A low intensive outpatient treatment program for 30 adolescents (five to eight hours per week, with at least one hour of treatment per day, M-F);
2. A three and one half hour, four day-a-week after school intensive outpatient treatment program for 15 adolescents;
3. A comprehensive four-hour, six day-a-week intensive day treatment program for 15-18 adolescents, in a collaborative partnership with the on-site community school. Four hours of day treatment will be provided in the morning, for 15-18 adolescents who attend on-site school in the afternoon.
4. As needed, the contractor will provide co-located staff for the three adolescents in the on-site adult residential Alcohol or Other Drug (AOD) treatment program. In addition to treatment and school hours, staff will continue to be responsible for supervision of these youth at all other times, except for the hours from 11pm to 8am, when the adult program will provide staffing, as needed.
5. Crisis intervention services for students while they are in attendance at the on-site school. The on-site school will provide three classes per day (two in the morning, and one in the

afternoon), with 15-19 youth enrolled in each class (45-55 total students). All of these youth will also be involved in one or more of the on-site treatment programs.

6. Twenty-four hour, seven day per week, crisis response availability for youth/families who are participating in the treatment program.
7. Aftercare for a minimum of six months.

It is essential that these treatment programs be effectively linked with the various community programs that serve children and families. This includes:

Children's System of Care/Parent Partnership Project;

Adult System of Care;

Alcohol and Other Drug System of Care;

and their collaborative partner agencies, including Probation, Community Services Agency (formerly the Department of Social Services), and the Department of

Employment and Training. This linkage is necessary for effective treatment, as well as for the successful transition of clients into and out of these programs.

Services will be compatible with the Children's System of Care model which is client-centered, family-focused, strengths and community-based. Services must be culturally appropriate to the populations being served, and must be provided in the least restrictive setting that meets the client's needs. Goals include the improvement of child/family functioning, and the reduction of out-of-home placement of children.

**SERVICES**

Contractor's proposal in response to RFP # 01-11-BLS is hereby incorporated.

**1. Assessment Team**

- 1.1 The contractor shall actively participate on an assessment team with collaborative partners (Behavioral Health and Recovery Services, schools, Probation, CSA, etc.), in making admission and discharge decisions for clients in the program.
- 1.2 This team will assess the needs of youth in four domains:
  - 1.2.1 Substance abuse treatment needs;
  - 1.2.2 Mental health treatment needs;
  - 1.2.3 Educational needs;
  - 1.2.4 Probation involvement/requirements.
- 1.3 The team will determine both the appropriateness of youth participating in Stanislaus Recovery Center programming and the level of service that will best meet their needs.

**2. Client Screening and Clinical Assessment**

- 2.1 The contractor shall provide a clinical assessment of the child and family, as well as screening by an instrument recommended in the Youth Treatment Guidelines of the State Department of Alcohol and Drug Programs (available on request or may be viewed at the website: [www.adp.cahwnet.gov](http://www.adp.cahwnet.gov)).
- 2.2 As Stanislaus County is a Children's System of Care (CSOC) County, additional standardized mental health instruments will also be administered, according to diagnosis. The contractor shall cooperate with CSOC in the completion of whatever outcome instruments are currently in use, as needed. Current outcome measurements are identified in Exhibit D.

**3. Treatment**

- 3.1 Upon admission, each client will be assigned a primary point person and will be assigned to participate in an array of mandatory treatment, recovery, and ancillary services as prescribed in the program's daily schedule. Treatment shall be provided with a phase-based orientation. Face-to-face individual and group treatment sessions shall be part of the client's treatment structure. Progress notes shall be documented in each client's treatment chart, as required by BHRS.
- 3.2 All clients entering the program shall be assessed (initially and periodically) for both mental health and drug and alcohol treatment needs. The contractor shall provide dual diagnosis treatment for those clients who need this.

#### 4. **Life Skills**

The contractor shall provide life skills services and activities to meet the living and educational needs of individuals and families, i.e., peer interactions, social skills, coping skills, stress management, including but not limited to, the following:

- 4.1 **AOD Education:** Each client is expected to participate in the mandatory education component which shall include, but not be limited to, AOD physiological effects; AOD psychological effects; AOD social effects; AOD pharmacological aspects; characteristics of families with AOD problems.
- 4.2 **Dual Diagnosis Education:** Each dually diagnosed client is expected to participate in an education component which shall include, but not be limited to: discussion of the interaction of substance use/abuse and mental health issues; and concerns related to the use of psychotropic medications and other substances.
- 4.3 **Health Education:** Each client will be given information and education about the effects of tobacco use, including information about smoking cessation.
- 4.4 **Job Readiness:** The contractor shall provide job preparation education and discussion groups to all clients needing these services, as indicated on their individual treatment plan.
- 4.5 **Family Violence:** The contractor shall provide family violence education, discussion groups, and individual counseling sessions to clients' families needing these services, as indicated on the client's individual treatment plan.

#### 5. **Recovery Services**

The contractor shall provide alcohol and other drug recovery services that shall include, but not necessarily be limited to, the following:

- 5.1 **Relapse Prevention:** Relapse prevention education and activities shall be available to help the client maintain sobriety over time.
- 5.2 **Recovery Planning Groups:** Recovery planning groups shall be available to offer and assist clients in the development of a personalized recovery plan. Recovery planning provides strategies to achieve abstinence, physical and mental health, financial employment, educational, and spiritual goals.
- 5.3 **Self-Help Group Participation (12-Step Programs):** Clients will be introduced to, and are expected to participate in, community-based self-help groups as appropriate to their needs. Examples include, but are not limited to, Alcoholics Anonymous, Alanon, Alateen, and children of addicts/alcoholics. Community-based self-help groups will be subject to BHRS review and approval.
- 5.4 **Volunteer Services:** Clients are expected to participate in volunteer service in order to give back to the program and/or community.
- 5.5 **Aftercare Services:** The contractor shall provide formal and/or informal aftercare services, or will assist the client to engage in an appropriate community aftercare program. These services shall be documented in the client's discharge summary,

which shall be prepared prior to a client's discharge.

**5.6 AOD Free Recreational and Social Activities:** The contractor shall offer recreational and social activities to all program clients and their families at least once per month. Participation in these activities shall be documented in the client's chart.

**5.7 Family Component:** The contractor's program shall assess the youth/family from a strengths-based perspective, and shall include family in all phases of the youth's treatment. The program shall include individual family counseling/treatment, multi-family groups, and parent education sessions. The program shall facilitate other treatment services for parents/immediate family members, as needed. The program shall also participate with the Parent Partnership Project in the development of a support network for families involved in treatment. If a youth has no identifiable or willing family, the program shall assist the youth with developing a support network, including the arrangement of opportunities for mentoring.

**5.8 Educational Partnership:** The contractor shall integrate with the school system in the educational portion of the program. Such integration includes collaboration with the school system in the educational transitioning of adolescents who are participating in the program. It also includes the provision of treatment support and intervention for youth in crisis during the school portion of the day.

**6. Training**

The contractor's staff, including volunteers, shall have current Red Cross certified basic First Aid and CPR training within three months of the date of hire.

**7. Communicable Disease Information, Education and Prevention**

The contractor shall provide information, education, and prevention services on the following communicable diseases for each individual admitted to the program: Human Immunodeficiency Virus (HIV), Tuberculosis (TB), Hepatitis, and Sexually Transmitted Diseases (STD's).

**8. Crisis Response**

The contractor shall provide twenty-four hour/seven day per week crisis response availability for youth/families participating in the program.

**9. Drug Testing**

Drug testing shall be performed on all clients designated as needing this service, as indicated by the referral source and/or indicated on their individual treatment plan.

**10. Medi-Cal Beneficiaries**

All Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by CONTRACTOR. This requirement is a condition for reimbursement.



**PERFORMANCE OUTCOMES**

It is expected that the contractor shall meet the following performance outcomes:

1. **Alcohol and Other Drug Free Discharge:** Sixty percent of all clients who have been in the program over six months and are considered ready for discharge shall be alcohol and other drug free, as evidenced by a negative drug test within 30 days prior to discharge. Dual diagnosed clients will be included in this group, if the only substance being taken is a prescribed psychotropic medication.
2. **No New Adjudication:** Eighty-five percent of clients who have been in the treatment program for more than 30 days shall have no new adjudication for criminal activity committed while in the program. Seventy-five percent of clients, who have successfully completed the program, will have no new adjudication for criminal activity by the end of the six-month aftercare program. This outcome will be measured in collaboration with the Probation Department.
3. **School Attendance and Performance:** Improved school attendance and improved academic performance is to be measured, in collaboration with the on-site school. Eighty percent of the Day Treatment students will attend school a minimum of 80 percent of the time. Improvement in the academic performance of Day Treatment students will be measured through KTEA testing.
4. **Employment and Employment Preparation When Appropriate:** Seventy-five percent of clients who have been in the program over six months and are considered ready for discharge, shall return to school, be employed, or shall have initiated employment preparation by the date of discharge. Employment preparation shall include: enrollment and attendance at a vocational or academic school, or supervised involvement in activities that develop employment skills and help the youth gain experience such as volunteer work, internships, part-time employment, etc.
5. **Improved Child and Family Functioning:** Fifty percent of the youth/family participants in these programs will demonstrate improved functioning at discharge, and at completion of the six month aftercare services, as measured by the Ohio Scales.
6. **Family Preservation:** Eighty percent of clients living with their families at time of referral will remain at home upon discharge, rather than requiring non-relative, out-of-home placement.
7. **Client and Family Satisfaction:** Clients and families in the program will indicate that they find the treatment helpful, as expressed through client satisfaction survey responses that are equal to, or higher than, the overall Children's System of Care client satisfaction scores.

## EXHIBIT D

### Stanislaus County Behavioral Health and Recovery Services – Children’s System of Care

#### OUTCOME MEASUREMENTS

##### A. SYSTEM OF CARE - TARGET POPULATION

The target population is clients under 21 years of age who have a mental disorder identified in the most recent DSM manual, which is not primarily a substance abuse diagnosis or development disorder, and have been opened to a client care plan. In order to measure the effectiveness of the Children’s System of Care, performance outcome measurements are collected and routinely reported to State and local agencies. These performance outcome instruments are to be administered according to the Definitions below, based on the initial date of registration in Stanislaus County Behavioral Health and Recovery Services, Children’s System of Care, and consistent with the client care plan review cycles.

##### B. DEFINITIONS

1. ENTRY/ADMITS are defined as instruments administered to clients at the initial entry or intake for services. They are to be completed within the first sixty (60) days from the date of registration.

2. SIX (6) MONTH is defined as instruments administered every six (6) months from the original registration date and are to be completed within thirty (30) days of that date. Every subsequent six (6) month administration after the annual/anniversary date is considered a six (6) month administration.

3. ANNUAL/ANNIVERSARIES are defined as instruments administered twelve (12) months after the initial date of registration and are to be completed within thirty (30) days of that date. Every subsequent twelve (12) month administration from the original registration date is considered an anniversary.

4. DISCHARGES are defined as instruments administered at discharge (for all services) from the Children’s System of Care.

5. OUTCOME MEASUREMENT INSTRUMENTS are Ohio Scales, CLESP, YSSF, and KTEA

##### C. PROCEDURES

1. CLIENTS open to more than one (1) reporting unit: The service unit coordinating the client care plan reviews is responsible for assuring the instruments are administered and submitted. The registration date of the primary service unit will be the service plan review cycle for purposes of instrument data collection.

2. DEADLINE: Completed instruments are to be submitted within thirty (30) days of administration to Quality Services, 700 Bodem, Modesto, California 95355.

**EXHIBIT E**

**MENTAL HEALTH SYSTEMS  
EXPENDITURES**

<u>Contractor</u>	
RFP Proposal	\$ 858,212
Overhead for Site Operations	41,313
Contractor Subtotal	\$ 899,525
<u>County-Paid Expenses</u>	
Food	\$ 63,360
Janitorial	11,274
Maint.-S&G	14,834
Security	10,807
Utilities	13,528
Amortization	10,977
Debt Service Dist	29,668
County Overhead	12,039
CST (overnight)	39,534
Wraparound	100,000
County Subtotal	\$ 306,021
Grand Total	<u>\$ 1,205,546</u>

MHS Provisional Rates & Units of Service			
Service	Unit	Projected Units	Cost per Unit
Residential	Day	1,040	\$ 176.08
Day Care Intensive	Day (4+ Hours)	3,024	\$ 62.55
Case Management	Minute	187,200	\$ 0.81
Intensive Outpatient	Minute	423,360	\$ 1.04
Low Intensive Outpatient	Minute	302,400	\$ 1.04
Medication	Minute	21,840	\$ 1.93
Crisis	Minute	27,000	\$ 1.56

MHS Unit Projections		
Service	Unit	Calculation
Residential	1,040	3 beds x 365 days x 95% occupancy
Day Care Intensive	3,024	15 slots x 6 days/wk x 48 wks x 70% occupancy
Case Management	187,200	60 slots x 52 wks x 60 mins
Intensive Outpatient	423,360	15 slots x 14 hrs/wk x 48 wks x 70% occupancy x 60 mins
Low Intensive Outpatient	302,400	30 slots x 5 hrs/wk x 48 wks x 70% occupancy x 60 mins
Medication	21,840	10 hrs/wk x 52 wks x 70% occupancy x 60 mins
Crisis	27,000	6/wk x 50 wks x 90 mins

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Mental Health Systems, Inc., ("Contractor") on May 9, 2001.

**Recitals**

WHEREAS, the County has a need for the extensive collaboration to plan and develop the implementation of the adolescent treatment program at Stanislaus Recovery Center; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the

Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor

shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its

obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for



employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

## 11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents,

representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor: Bill Eastwood, MA  
Mental Health Systems, Inc.  
9845 Erma Road, #300  
San Diego, CA 92131  
(858) 689-2633

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this

Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

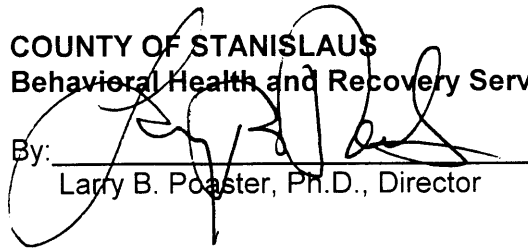
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

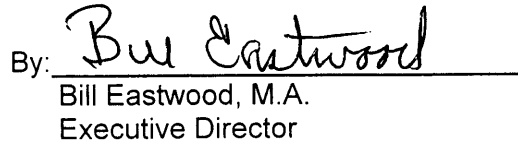
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**  
**Behavioral Health and Recovery Services**

By:   
Larry B. Poaster, Ph.D., Director

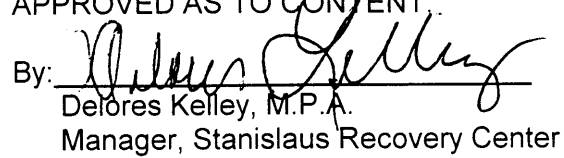
"County"

**CONTRACTOR NAME**

By:   
Bill Eastwood, M.A.  
Executive Director

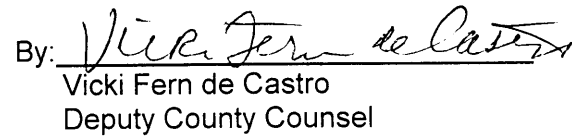
"Contractor"

APPROVED AS TO CONTENT:

By:   
Delores Kelley, M.P.A.  
Manager, Stanislaus Recovery Center

APPROVED AS TO FORM:

Michael H. Krausnick, County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

- Extensive collaboration necessary with COUNTY and its partners to plan, develop and implement the adolescent treatment program including the attendance at various related meetings
- Staff training, recruiting, and office set-up
- Preparation of documents to enable necessary Medi-Cal and State A&D certification
- Travel/relocation
- Program shall be operational by July 9, 2001

### B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

COUNTY shall reimburse CONTRACTOR for actual costs associated with salaries, benefits, travel/relocation expenses, supplies, staff training, consultation and indirect costs incurred during the time period of May 9, 2001, through July 8, 2001.

Invoices shall be itemized and accompanied by receipts.

Travel and meal expenses are subject to the COUNTY Travel Policy allowances in effect.

The parties hereto acknowledge the maximum amount to be paid by the COUNTY for services provided shall not exceed \$98,280, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.



**PROVIDER AGREEMENT**

**BETWEEN**

**STANISLAUS COUNTY**

**BEHAVIORIAL HEALTH AND RECOVERY SERVICES**

**AND**

**SIERRA VISTA CHILDREN'S CENTER/  
CENTER FOR HUMAN SERVICES**

**FIRST STEP  
PERINATAL TREATMENT SERVICES**

**JULY 1, 2001 – JUNE 30, 2002**

## Table of Contents

<u>Section</u>	<u>Page</u>
1. RECITAL .....	1
2. SERVICES AND OUTCOMES.....	1
3. ELIGIBILITY .....	1
4. BILLING & PAYMENT .....	1
5. SMOKING PROHIBITION REQUIREMENTS .....	2
6. CULTURAL COMPETENCY.....	3
7. QUALITY MANAGEMENT .....	3
8. CHAIN OF TRUST (HIPAA).....	3
9. ORGANIZATIONAL COMPLIANCE PLAN .....	3
10. PATIENTS RIGHTS AND PROBLEM RESOLUTION PROCESS.....	3
11. CONFIDENTIALITY .....	4
12. MONITORING .....	4
13. MEDI-CAL CERTIFICATION .....	5
14. RECORDS.....	5
15. REPORTING .....	6
16. INFORMATION SYSTEM .....	7
17. INVENTORY.....	7
18. PERSONNEL .....	7
19. CODE OF ETHICS.....	8
20. WORKPLACE REQUIREMENTS.....	8
21. ACKNOWLEDGEMENT .....	9
22. FINANCIAL RELATIONSHIPS .....	9
23. REQUIRED LICENSES, CERTIFICATES AND PERMITS .....	9
24. INDEMNIFICATION .....	10
25. INSURANCE .....	10
26. NOTICE .....	13
27. CONFLICTS .....	14
28. SEVERABILITY.....	14
29. AMENDMENT .....	14
30. ENTIRE AGREEMENT .....	14
31. RELATIONSHIP OF PARTIES .....	14
32. REFERENCES TO LAWS .....	14
33. ASSIGNMENT.....	15
34. AVAILABILITY OF FUNDS .....	15
35. WAIVER OF DEFAULT .....	15
36. VENUE .....	15
37. TERM .....	16
SIGNATURE PAGE .....	17
EXHIBIT A – SERVICES AND OUTCOMES	
EXHIBIT B – SAMPLE RESIDENTIAL TREATMENT DAILY PROGRAM SCHEDULE	
EXHIBIT C – STATEMENT OF COMPLIANCE	
EXHIBIT D – USER FEE DETAIL	

# AGREEMENT

## Perinatal Treatment Services

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as "**COUNTY**", and **Sierra Vista Children's Center, Inc.**, hereinafter referred to as "**CONTRACTOR**", in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

**WHEREAS**, COUNTY, through its Behavioral Health and Recovery Services, wishes to provide a perinatal treatment program for women; and,

**WHEREAS**, CONTRACTOR in collaboration with the Center for Human Services, wishes to partner with COUNTY as a provider of perinatal treatment services under the provisions of Sections 11991.6 and 11983.6, Division 10.5 of the Health and Safety Code.

**NOW THEREFORE**, the parties hereby agree as follows:

**1. RECITALS**

The recitals set forth above are a material part of this Agreement.

**2. SERVICES AND OUTCOMES**

See Exhibit A for a detailed description of services and outcomes.

**3. ELIGIBILITY**

3.1 In accordance with the requirements of applicable Federal or State Laws, CONTRACTOR's admission policies shall be in writing, available to the public, and include a provision that women and children are accepted into the program without discrimination on the basis of race, color, creed, gender, marital status, sexual orientation, national origin, age, or physical or mental disability. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas and made available to the public in hand-out form.

3.2 All participants participating in Welfare to Work activities must be eligible for TANF as determined by CSA.

**4. BILLING AND PAYMENT**

4.1 CONTRACTOR shall provide approximately 4,800 units of Outpatient Drug Free (ODF) service, and an estimated 1,200 units of Day Care Habilitative services during the term of this Agreement. Contingent upon when the residential program becomes operational during the term of this Agreement, an estimated



4,745 days of service will be provided. This number has been calculated by multiplying thirteen beds times 365 days without factoring in an occupancy rate.

4.2 CONTRACTOR shall submit monthly requests for reimbursement, not to exceed an aggregate of \$1,311,375, to COUNTY's Contract Manager. The invoice shall include the units of service provided during the preceding month.

CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month. In no event shall claims be submitted later than six months after services have been provided. COUNTY shall make payment to CONTRACTOR within thirty (30) days from receipt of CONTRACTOR's invoice.

4.3 COUNTY shall deduct a monthly user fee from CONTRACTOR's invoice estimated to be in the amount of \$31,612.50. This fee reimburses COUNTY for its common site costs, including janitorial, maintenance of structures and grounds, security, rent, utilities and meals provided by COUNTY's contractor (see complete listing in Exhibit D).

4.4 Funds shall be paid on a cost reimbursement basis which is estimated to be actual. However, there will also be an adjustment at year-end to final actual costs. In no case, however, shall payments exceed \$1,311,375.

CONTRACTOR shall submit a twelve-month report of actual costs and revenue within ninety (90) days from the termination date of this Agreement.

4.5 COUNTY shall reconcile reimbursement based upon Medi-Cal approvals, denials, and ineligible dates of service.

4.6 CONTRACTOR shall use its best efforts to ensure that all potentially eligible TANF beneficiaries receive assistance in applying for benefits.

4.7 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions or denials, as a function of State or Federal Medi-Cal audits which occur within the next four (4) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.

4.8 Final payment for services provided under the terms of this Agreement may be withheld pending reconciliation.

## **5. SMOKING PROHIBITION REQUIREMENTS**

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library service to

children under the age of eighteen (18).

**6. CULTURAL COMPETENCY**

6.1 COUNTY shall monitor Cultural Competency Plan activity at the regularly scheduled monitoring meetings.

6.2 CONTRACTOR shall include Cultural Competency Plan updates in their six (6) month and annual program reports. Updates shall include revisions, if any, requested by the COUNTY. Plan shall include staff ethnicity and language capabilities.

**7. QUALITY MANAGEMENT**

7.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

7.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

7.3 CONTRACTOR is encouraged to attend and participate in COUNTY's monthly Alcohol and Drug Quality Improvement Council meetings.

**8. CHAIN OF TRUST (HIPAA)**

As business partners (chain of trust relationship), both parties agree to use their best efforts and due diligence to ensure compliance with implementation of various regulations related to Health Insurance Portability and Accountability Act of 1996 (HIPAA) as they pertain to behavioral health care providers.

**9. ORGANIZATIONAL COMPLIANCE PLAN**

COUNTY has accepted in concept an Organizational Compliance Plan which addresses compliance with federal, state, and local laws, regulations, rules and guidelines. The Plan will apply to all business partners of COUNTY and their employees and the manner in which they conduct themselves and their businesses. COUNTY anticipates the Plan will be implemented during the term of this Agreement. It is expected that CONTRACTOR shall develop and implement a Corporate Organizational Compliance Plan in alignment with COUNTY's Plan.

**10. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS**

10.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and

COUNTY policies and procedures related to individuals' rights to a complaint process and timely complaint resolution.

- 10.2 Participants shall be provided a copy of their rights, which shall include the right of appeal and the right to be free from sexual harassment and sexual contact, by members of the treatment, recovery, advisory, or consultant staff.
- 10.3 No provision of this Agreement shall be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

**11. CONFIDENTIALITY**

- 11.1 CONTRACTOR shall conform to and monitor compliance with all County, State and Federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code, Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code; and Title 22, California Code of Regulations, Section 51009.
- 11.2 CONTRACTOR shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Welfare and Institutions Code Section 14100.2; Health and Safety Code Section 11977; Title 22, California Code of Regulations, Section 51009; and Title 42, Code of Federal Regulations, Part 2. Confidentiality regulations shall apply to all electronic media.

**12. MONITORING**

- 12.1 The State, DHS, DHHS, Comptroller General of the United States, or other authorized State or Federal agencies and representatives, will be allowed to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Any and all books, records, and facilities maintained by CONTRACTOR related to these services may be audited at any time during normal business hours. Unannounced visits may be made by the State at the discretion of the State.
- 12.2 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, of the California Code of Regulations and policies of Behavioral Health and Recovery Services.

- 12.3 CONTRACTOR agrees that COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons COUNTY deems necessary to monitor and audit services rendered.
- 12.4 CONTRACTOR shall participate in regularly scheduled contract monitoring designed to review various aspects of contract services, including actual costs, cost per unit, number of units, amount of required match, and State rates.

**13. MEDI-CAL CERTIFICATION**

- 13.1 CONTRACTOR shall maintain certification as an organizational provider of Drug Medi-Cal services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Drug Medi-Cal services which are claimed and notifying COUNTY's Contract Manager, in writing, of anticipated changes in service locations or to reduce availability at least ninety (90) days prior to the proposed effective date.
- 13.2 CONTRACTOR shall be licensed and certified by the State Department of Alcohol and Drug Programs to operate the residential beds.
- 13.3 CONTRACTOR, to the extent applicable, shall comply with "Sobky v. Smoley, Judgment", signed February 1, 1998, in 855 F. Supp. 1123 (E.D. Cal 1994).
- 13.4 CONTRACTOR shall comply with federal laws, and Title 22, CCR, to provide substance abuse treatment services deemed medically necessary for Medi-Cal eligible: 1) pregnant and postpartum women; and 2) youth under age 21 who are eligible under the EPSDT Program.
- 13.5 CONTRACTOR shall comply with "Provider Waiting List Record" and "Drug and Alcohol Treatment Access Report" (DATAR).
- 13.6 CONTRACTOR shall comply with the Drug and Alcohol Services Information System (DASIS), Uniform Facility Data Set (UFDS). Data shall be submitted in accordance with instructions issued by the State.
- 13.7 CONTRACTOR shall ensure its treatment program is accessible to people with disabilities in accordance with Title 45 Code of Federal Regulations, Part 84.

**14. RECORDS**

- 14.1 CONTRACTOR shall participate in COUNTY's outpatient medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in COUNTY's medical record which shall be the sole medical record used by CONTRACTOR in providing services pursuant to this Agreement, unless otherwise agreed upon.

- 14.2 CONTRACTOR shall comply with COUNTY's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, CONTRACTOR shall comply with COUNTY's documentation protocols and use of forms. COUNTY shall provide training, support, and technical assistance if needed.
- 14.3 Clinical records shall be maintained according to COUNTY standards, policies and procedures and Drug Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
- 14.4 Clinical records, shall be the property of COUNTY, and maintained by CONTRACTOR in accordance with COUNTY standards.
- 14.5 Accounting records and support documents shall be retained for a three (3) year period following the end of the State fiscal year.
- 14.6 CONTRACTOR shall place in each of its subcontracts, which are in excess of \$10,000 and utilize State funds, a provision that: The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). CONTRACTOR shall also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

**15. REPORTING**

- 15.1 CONTRACTOR shall enter admission and discharge data into COUNTY's MIS. Data must be entered by the fourth working day of each month. COUNTY may withhold payment for services until the entry of data is current.
- 15.2 CONTRACTOR shall submit a six (6) month program report by March 1, of each year, and a year-end program report by September 1, of each year. The reports shall be in a format agreed upon between COUNTY and CONTRACTOR. The reports shall include, but are not limited to, a summary of the year's statistical data; evidence of achieving contract outcomes; and a detailed report of training attended by CONTRACTOR staff providing service under this Agreement.
- 15.3 CONTRACTOR shall prepare and submit a year-end Drug Medi-Cal cost report for each fiscal year, as required by the State Department of Alcohol and Drug Programs, no later than October 15. COUNTY shall provide the appropriate

report forms on hard copy and/or disc.

15.4 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

15.5 CONTRACTOR shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to this Agreement.

**16. INFORMATION SYSTEM**

COUNTY's conversion from Insyst to ShareCare is scheduled to occur during Fiscal Year 2001/02. CONTRACTOR shall participate in all phases as determined necessary by COUNTY.

**17. INVENTORY**

17.1 COUNTY reserves title to any property valued at \$1000 or more purchased or financed from the proceeds of this Agreement if such property is not fully consumed or aged out during the performance of this contract. This provision shall be operational even though such property may have been purchased in whole or in part by federal funds and absent a Federal requirement for transfer of title.

17.2 In the event COUNTY terminates this Agreement, CONTRACTOR may retain such property for use in other COUNTY programs if a contractual relationship continues to exist between COUNTY and CONTRACTOR.

**18. PERSONNEL**

18.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Exhibit C.

18.2 All personnel rendering services under this Agreement shall be employed by, or under contract to CONTRACTOR, and shall be appropriately supervised. Services shall be under the direction of CONTRACTOR's Clinical Director who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

18.3 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

18.4 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not

covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.

- 18.5 All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapists; or Clinical Psychologist.
- 18.6 CONTRACTOR staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community it serves.
- 18.7 CONTRACTOR shall prohibit sexual contact between participants and staff, including advisory and consultant staff. CONTRACTOR shall inform and shall post a notice of this prohibition in a prominent place in the treatment facility.

**19. CODE OF ETHICS**

CONTRACTOR's Code of Ethics shall be in alignment with COUNTY's Code of Ethics, a copy of which was provided to CONTRACTOR in the Spring of 2001.

**20. WORKPLACE REQUIREMENTS**

- 20.1 Any threat or act of violence which targets any CONTRACTOR employees, either (1) on the premises, (2) off the premises when the threat effects or concerns COUNTY legitimate business interests, or (3) off premises where there is a reasonable possibility that violence will follow CONTRACTOR employees to the workplace, shall be reported to the Director Behavioral Health and Recovery Services, or designee, as soon as learned and no later than one (1) hour after notice to CONTRACTOR.
- 20.2 CONTRACTOR shall include appropriate discipline for incidents of workplace violence of their employees, in its Workplace Violence Prevention Policy.
- 20.3 CONTRACTOR shall maintain a safe facility for its employees and contract providers, which is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.
- 20.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.
- 20.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if COUNTY

determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

**21. ACKNOWLEDGEMENT**

All public relations and educational material shall mention that CONTRACTOR's Program(s) is partially funded by the Stanislaus County Board of Supervisors, Behavioral Health and Recovery Services, and Community Services Agency.

**22. FINANCIAL RELATIONSHIPS**

22.1 CONTRACTOR shall maintain accurate accounting and other program statistical records such as to meet COUNTY, State and Federal requirements, make such records available to COUNTY, State or Federal authorities upon request, and shall maintain such records until audit findings are resolved.

22.2 The cost of providing services shall be indicated in an annual financial audit performed by an independent public accounting firm. Such audit must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the fiscal year (November 1).

22.3 CONTRACTOR shall not use funds provided under this Agreement for the purchase or improvement of land; purchase, construction or permanent improvement of any building or facility; or the purchase of major medical equipment.

**23. REQUIRED LICENSES, CERTIFICATES AND PERMITS**

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY.



## 24. INDEMNIFICATION

- 24.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its elected officials, agents, officers, employees, and volunteers against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, CONTRACTOR's obligation to indemnify COUNTY and its elected officials, agents, officers and employees for any judgment, decrees or arbitration award shall extend only to the percentage of negligence or responsibility of CONTRACTOR in contributing to such claim, damage, loss and expense.
- 24.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its elected officials, agents, officers, employees and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for CONTRACTOR to procure and maintain a policy of insurance.
- 24.3 To the fullest extent permitted by law, COUNTY shall indemnify, hold harmless and defend CONTRACTOR and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of COUNTY and its officers and employees.

## 25. INSURANCE

- 25.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- 25.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR

under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

25.1.2 Professional Liability. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate.

25.1.3 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits or no less than One Million Dollars (\$1,000,000) per incident or occurrence.

25.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

25.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.

- 25.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.
- 25.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 25.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 25.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 25.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, COUNTY of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 25.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide

the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

25.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

25.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

25.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

## **26. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

Contractor: Judy Kindle, Executive Director  
Sierra Vista Children's Center, Inc.  
1400 K Street  
Modesto, CA 95350

**27. CONFLICTS**

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**28. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance, regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**29. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**30. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**31. RELATIONSHIP OF PARTIES**

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

**32. REFERENCES TO LAWS AND RULES**

32.1 Performance under the terms of this Agreement shall be subject to all applicable Federal and State laws, regulations, and standards, including, but not limited to the following:

32.1.1 Health and Safety Code, Division 10.5;

32.1.2 Title 9, California Code of Regulations, Division 4;

- 32.1.3 Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
- 32.1.4 Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- 32.1.5 42 USC, Section 300x-5; Reports and Audits for Block Grants;
- 32.1.6 Block Grant [Public Law 102-321 (42 USC commencing at Section 101)];
- 32.1.7 Single Audit Act of 1984 (Public Law 98-502) and corresponding circular, OMB Circular A-128 and A-133; and
- 32.1.8 45 Code of Federal Regulation (CFR) 96, Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant.
- 32.2 In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

**33. ASSIGNMENT**

COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall be prohibited from subcontracting out direct services

**34. AVAILABILITY OF FUNDS**

This Agreement is subject to the availability of funds from the State Department of Alcohol and Drug Programs, Office of Perinatal Substance Abuse, Medi-Cal Federal Financial Participation, and Community Services Agency. If such funding becomes unavailable, that shall be a ground for terminating this Agreement.

**35. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**36. VENUE**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to

enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

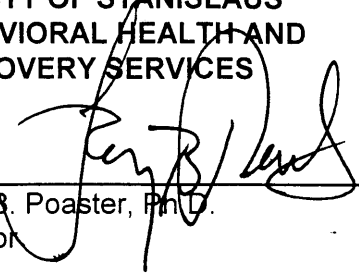
**37. TERM**

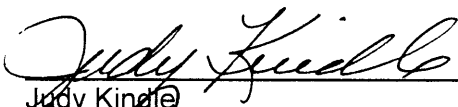
- 37.1 This Agreement shall commence on July 1, 2001, and continue through June 30, 2002. Either party may terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.
- 37.2 Any failure of any Memorandum of Understanding or Agreement CONTRACTOR has with any other agency shall not affect their performance under this Agreement.

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


**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**SVCC**

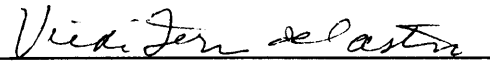
  
\_\_\_\_\_  
Larry B. Poaster, Ph.D.  
Director

  
\_\_\_\_\_  
Judy Kinzie  
Executive Director

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Delores Kelley, M.P.A.  
Administrator, Stanislaus Recovery Center

APPROVED AS TO FORM  
Michael H. Krausnick, County Counsel

  
\_\_\_\_\_  
Vicki Fern de Castro  
Deputy County Counsel



**SERVICES**

1. CONTRACTOR shall provide a comprehensive Day Care Habilitative, Outpatient and Residential Program to pregnant, postpartum, and parenting women. The Outpatient and Residential components shall be restricted to women who are residents of Stanislaus County. This County residence requirement does not apply to Drug Medi-Cal clients.
2. All aspects of the program shall be in compliance with requirements of the State Department of Alcohol and Drug Programs, including State of California Standards for Direct Alcohol Program Services, Revised December 1, 1984; State of California Standards for Drug Treatment Programs, Revised September, 1982; Perinatal Services Network Guidelines, Fall, 1995; and Substance Abuse Prevention and Treatment Block Grant (Federal Catalog 93.959, 1993) Regulations.
3. For as long as drug and alcohol services are an option under California's Medi-Cal system, CONTRACTOR shall meet State requirements necessary for COUNTY to claim Medi-Cal for drug and alcohol services, including Title 22, Section 51341.1, which identifies definitions and requirements related to the provision of Drug Medi-Cal Substance Abuse Services.
4. CONTRACTOR shall conduct an Intake Assessment within five to seven working days of receiving the referral. CONTRACTOR shall include administration of the State-adopted Addiction Severity Index (ASI), the results of which shall be provided, by mail or in person to the referring agency within fourteen (14) days of admission until the program relocates to Stanislaus Recovery Center. At that time, CONTRACTOR shall fax the results within the fourteen day timeline.
5. CONTRACTOR shall develop a comprehensive treatment plan for each client, including education and interventions for drug/alcohol dependence, parent education and structured parent/child labs.
6. CONTRACTOR's program shall consist of three phases: Phase I, Motivation (8-10 weeks); Phase II, Active Treatment (10-12 weeks); Phase III, Relapse Prevention (6-8 weeks).
7. CONTRACTOR shall provide case management services to ensure that program services, advocacy, referral, and linkages to other service providers in the community are made available to participants.
8. CONTRACTOR shall randomly test all program participants at least one (1) time per month, or more often, if indicated on the participant's treatment plan. With the appropriate release of information on file, results shall be provided to referring agencies within a reasonable time period.
9. CONTRACTOR's program shall effectively coordinate and collaborate with various service providers, including COUNTY's Alcohol and Drug Programs, Families in Partnership Program, and various CSA programs, including, but not limited to Family Preservation, Family Reunification, Family Maintenance, Welfare to Work, and StanWORKs Behavioral Health Services.

10. CONTRACTOR shall promote clean and sober living environments by actively assisting participants to connect with agencies offering housing and shelter services.
11. CONTRACTOR shall reduce barriers which negatively impact participants, including geographic barriers, by coordination with available transportation services, including providing transportation for participants in a CONTRACTOR-owned or leased van.
12. Until such services are provided by CONTRACTOR, CONTRACTOR shall refer participants identified as dually diagnosed to COUNTY's Behavioral Health and Recovery Services for treatment.
13. CONTRACTOR shall collaborate with other providers for men's programs, including COUNTY's Alcohol and Drug System of Care, domestic violence treatment programs, and CONTRACTOR's programs for men.
14. Until the program relocates to Stanislaus Recovery Center, CONTRACTOR shall provide office space for CSA's Employment Coordinator who will be assigned by CSA to provide Welfare to Work services on-site to participants who have completed twelve (12) weeks of successful treatment and are in Phase III of the program. This will not be necessary after the relocation.

## **PROGRAM OUTCOMES**

1. It is expected that sixty percent (60%) of the participants will show:
  - 1.1 Decreased substance abuse as measured by urine test results.
  - 1.2 Increased awareness of specific triggers that lead to relapse as measured by pre and post testing.
  - 1.3 Increased knowledge of the physiological and emotional effects of substance abuse on their families as measured through pre and post testing.
  - 1.4 Improvement in parenting skills (discipline, family communication, and anger management skills) as measured by pre and post testing.
  - 1.5 Satisfaction with treatment services as measured by the Client Satisfaction Questionnaire (CSQ 8).
  - 1.6 Increased utilization of support systems as measured by self report.
  - 1.7 Increased knowledge of independent living skills (health issues, food, cooking and nutrition, money management, and transportation)
2. It is expected that thirty-five percent (35%) of women meeting Temporary Assistance to Needy Families (TANF) eligibility will participate in vocational activities or educational opportunities during the third phase of treatment.
3. CONTRACTOR is expected to administer at least one (1) CONTRACTOR-designed internal consumer satisfaction survey during the term of this Agreement to CSA Child Welfare Services (CWS) social workers, eighty percent (80%) of whom will report a satisfactory or above, response to questions related to the collaboration with CSA demonstrated by CONTRACTOR.

## Sample Perinatal Residential Treatment Program Daily Schedule

**Phase I – Three Months**

Monday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon –1:00 p.m. 3:00-4:00 p.m. 4:00-5:00 p.m. 5:30-6:30 p.m.	<i>Group Process</i> <i>Drug &amp; Alcohol Education</i> Lunch <i>12 Step Meeting</i> Family Togetherness Dinner
Tuesday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1:00 p.m. 1:30-3:00 p.m. 5:30-6:30 p.m. 7:30-9:00 p.m.	<i>Group Process</i> <i>Stress &amp; Relaxation</i> Lunch <i>Child Development/Lab</i> Dinner Family Group
Wednesday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1: 00 p.m. 1:00-3:00 p.m. 4:00-5:00 p.m. 5:30-6:30 p.m.	<i>Group Process</i> <i>Life Management/Resource Information</i> Lunch <i>Parenting Education</i> Family Togetherness Dinner
Thursday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1: 00 p.m. 1:00-3:00 p.m. 5:30-6:30 p.m. 7:30-9:00 p.m.	<i>Group Process</i> <i>Nutrition Class</i> Lunch <i>Creative Self Expression</i> Dinner Couples Group
Friday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1: 00 p.m. 2:00-3:30 p.m. 5:30-6:30 p.m. 7:00-8:00 p.m.	<i>Group Process</i> <i>Drug and Alcohol Education</i> Lunch <i>Child Development/Lab</i> Dinner 12 Step Meeting
Saturday	9:00-11:00 a.m. 11:00-5:30 p.m. 5:30-6:30 p.m.	House Chores Family or Group Outing/Activity Dinner
Sunday	9:00-5:30 p.m. 5:30-6:30 p.m. 9:30-11:30 p.m.	Family or Group Outing/Activity Dinner House Meeting

Before moving into Phase II, a plan for how a free day will be spent. In addition, one individual session per week with the counselor and on-going meetings with the Child Development Specialist will be scheduled.

***Italics*** denote groups available to outpatient

**Phase II – Three Months**

Monday	10:00-11:00 a.m. 11:15-12 Noon 12 Noon-1:00 p.m. 1:30-2:30 p.m. 4:00-5:00 p.m. 5:30-6:30 p.m.	<i>Group Process</i> <i>Alcohol &amp; Drug Education</i> Lunch <i>Life Management/Resource Information</i> Family Togetherness Dinner
Tuesday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1:00 p.m. 1:30-3:30 p.m. 5:30-6:30 p.m. 7:30-9:00 p.m.	<i>Group Process</i> <i>Stress &amp; Relaxation</i> Lunch <i>Parenting Class</i> Dinner Family Group
Wednesday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1:00 p.m. 2:00-3:30 p.m. 5:30-6:30 p.m. 7:30 p.m.-9:00 p.m.	<i>Group Process</i> <i>Life Management/Resource Information</i> Lunch <i>Child Development/Lab</i> Dinner Couples Group
Thursday	9:00-11:00 a.m. 11:15-12 Noon 12 Noon-1:00 p.m. 1:30-3:00 p.m. 5:30-6:30 p.m. 7:00-8:00 p.m.	<i>Group Process</i> <i>Meal Planning and Preparation</i> Lunch <i>Creative Self-expression</i> Dinner 12 Step Meeting
Friday	9:00-3:00 p.m. 3:30-4:30 p.m. 5:30-6:30 p.m.	<i>Work, School, Volunteer</i> Family Togetherness Dinner
Saturday	9:00-11:00 a.m. 11:00-5:30 p.m. 5:30-6:30 p.m.	House Chores Family or Group Outings Dinner
Sunday	9:00-5:30 p.m. 5:30-6:30 p.m. 9:30-11:30 p.m.	Family or Group Outings Dinner House Meeting

One individual session will be scheduled per week and on-going meetings with your children's counselor. You may end your stay at this point of ask for a three-month extension. You must have a plan for how your free days will be spent. Request for an extension must be made several weeks prior to the end of Phase II and will be decided by the Clinical Team.

NOTE: Life Management will cover the following: relationship issues, safe sex habits, domestic violence, communication tools and family issues (nuclear and extended).

***Italics*** denote groups available to outpatient

## STATEMENT OF COMPLIANCE

A. CONTRACTOR agrees, unless specifically exempted, compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of COUNTY, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by COUNTY Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which COUNTY and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by COUNTY Officer responsible for contracts, advising the labor union or workers representative of CONTRACTOR's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and CONTRACTOR and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Services' Complaint Process.

5. All provision of Paragraph 1 through 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. CONTRACTOR will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, CONTRACTOR may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. COUNTY and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by COUNTY and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.

3. Notice of Complaint Process: COUNTY and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.

C. COUNTY and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. COUNTY and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that COUNTY has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 85, dated May 4, 1977.

## USER FEE DETAIL

## County-Paid Expenses

Food	24,032	Lunch only
Janitorial	25,294	
Maint.-S&G	33,282	
Security	22,631	
Utilities	30,352	
Amortization	24,628	
Debt Service Dist	66,562	
County Overhead	36,313	Excludes Central Stores; includes telephones.
Site Administrator	14,859	
PFT	7,132	
Con Asst III	8,519	
Adm Clk II	5,746	
On-Call CST's	80,000	
Total	379,350	User Fee
Provider Direct Cost	807,322	
Provider Overhead	124,703	
County Paid Cost	379,350	31,612.50 monthly
Total Operating Cost	1,311,375	Contract Maximum
BHRS Overhead	96,995	Admin., HR, Acctg., Bus. Off., Pt. Rts., Site Mgmt./Support, etc.
Grand Total	1,408,370	

## REAL PROPERTY LEASE

This Real Property Lease (hereinafter "Lease") is made effective June 1, 2001, between STANISLAUS COUNTY (hereinafter referred to as "COUNTY"), and the STANISLAUS COUNTY OFFICE OF EDUCATION (hereinafter referred to as "SCOE"), who agree as follows:

1. LEASE OF REAL PROPERTY: COUNTY leases to SCOE, and SCOE leases from COUNTY, the real property located at 1904 Richland Avenue, Ceres, CA 95307, more specifically described in Exhibit A, attached hereto and made a part of this Lease. This is a ground lease.
  
2. USE OF REAL PROPERTY: SCOE shall use the real property, pursuant to Education Code section 17070.70, for the purpose of constructing a school facility ("new facility") which shall be used for providing education services to students participating in the Adolescent Drug and Alcohol Treatment Program/Community Day School. The "new facility" will consist of relocatable structures. The COUNTY shall allow SCOE to perform all necessary site improvements in connection with this construction of these relocatable structures. Said improvements include, but are not limited to, the installation of electrical, water, sewer, telephone, and alarm connections. COUNTY shall contribute Fifteen Thousand Dollars (\$15,000) to SCOE towards the cost of connecting the electrical, water, sewer, telephone and alarm utilities prior to this work being initiated by SCOE. All site improvements must be approved by COUNTY before initiated. Prior to beginning construction on the site, SCOE shall provide COUNTY with a summary of the installation timelines and procedures for approval. COUNTY's approval of these timelines and procedures shall not be unreasonably withheld.
  
3. TERM: Pursuant to Education Code section 17070.71, the term of this Lease shall commence on July 1, 2001, and continue until June 30, 2042. Upon expiration, the Lease shall

renew on a year to year basis commencing each July 1st unless SCOE or COUNTY notifies the other party in writing prior to January 15 of said year of the party's intent not to renew the Lease.

4. TERMINATION OF LEASE: It is understood that this Lease shall be terminated by any of the following events:

(a) By expiration of the Lease following notification of nonrenewal as provided in section 3 of this Lease; or

(b) By mutual agreement of both parties; or

(c) By the COUNTY or SCOE immediately if the property in question is no longer being utilized by SCOE for the purposes identified in section 2 of this Lease; or

(d) By SCOE immediately in the case of destruction as provided for in section 11 of this Lease; or

(e) By COUNTY upon default by SCOE as provided for in section 13 of this Lease if COUNTY elects termination as a remedy.

(f) This Lease is subject to the availability of funds to County and to SCOE. If such funding becomes unavailable, that shall be grounds for terminating this Lease by either party.

5. RENTAL: SCOE shall pay to COUNTY as rent for the use of said real property the sum of One Dollar (\$1.00) per year, payable on September 1 of each year this Lease is in effect.

6. ACCESS TO ADJACENT COUNTY PROPERTY: COUNTY agrees to allow SCOE and/or SCOE's contractors access to COUNTY property for the purpose of connecting utilities and other necessary maintenance activities. COUNTY agrees to allow SCOE to make such utility



connections by the least expensive, adequate means, provided said connections are approved by COUNTY.

(a) This could include physically connecting to or extending COUNTY pipes and wires to the new facility.

(b) If required by the Office of Public School Construction and/or Division of State Architect, SCOE will be allowed to connect the fire alarm of the new facility with the panel on COUNTY's existing building(s).

(c) SCOE will be allowed to also connect the burglar alarm of the new facility with the COUNTY's existing burglar alarm system or install its own burglar alarm.

(d) If feasible, SCOE intends to install a dedicated electrical service for the new facility. If costs prove prohibitive, COUNTY agrees to deliver copies of utility invoices along with SCOE invoices for reimbursement of utility costs. The amount of such statements, if any, shall be based upon the size of COUNTY's and SCOE's facilities and use of facilities connected to the meter.

(e) SCOE will be allowed to connect to COUNTY's fiber optic phone system and will be billed by COUNTY for the use of assigned phone lines.

(f) COUNTY grants SCOE its employees and participants egress and ingress right of way to said property identified in Exhibit A.

7. MAINTENANCE AND REPAIRS:

SCOE at its cost shall keep and maintain the property and new facility it provides in good order, condition, and repair, including, but not limited to, the physical structures, flooring, all interior

fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, and door hardware.

SCOE shall have thirty (30) days after notice from COUNTY to commence to perform its obligations under this section, except that SCOE shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If SCOE does not perform its obligations within the time limitations in this paragraph, COUNTY can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of SCOE's obligations.

COUNTY at its cost shall also perform, or cause to be performed, custodial/pest control/gardening services and shall provide supplies to keep the premises in good order.

8. MECHANICS' LIENS / STOP NOTICES: SCOE shall pay all costs for construction done by it or caused to be done by it on the real property as permitted by this Lease except for the COUNTY contribution referenced in provision 2. above. SCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for SCOE. SCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by COUNTY, SCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. HOLD HARMLESS: SCOE agrees to indemnify, defend, and hold harmless COUNTY from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of SCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the new facility which COUNTY may sustain because of bodily injury, including

death, sustained by any person or persons, including employees of SCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of COUNTY, whether active or passive, its or their officers, boards, agents, employees, or other persons.

10. LIABILITY INSURANCE: SCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit.

11. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with SCOE's use of the premises, SCOE can terminate this Lease immediately by giving notice to COUNTY.

12. ASSIGNMENT: SCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except SCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining COUNTY's consent. Any assignment, encumbrance, or sublease without COUNTY's consent shall be voidable and, at COUNTY's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

13. DEFAULT: The occurrence of any of the following shall constitute a default by SCOE:

(a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to SCOE;

(b) Abandonment and vacation of the premises (failure to occupy and operate the new facility for more than one (1) month shall be deemed an abandonment and vacation);

(c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to SCOE. If the default cannot reasonably be cured within thirty (30) days, SCOE shall not be in default of this Lease if SCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that SCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless COUNTY so elects in the notice.

14. SURRENDER OF REAL PROPERTY AND NEW FACILITY: If this Lease is terminated early pursuant to Paragraph 4 sooner than twenty (20) years after its execution, SCOE retains ownership of the new facility and may remove it within six (6) months of the Lease termination at no cost to COUNTY. On the last day of the term, or earlier termination pursuant to Paragraph 4, yet at least twenty (20) years after execution of this Lease, SCOE will peacefully surrender to COUNTY the real property and the new facility. SCOE shall also deliver to COUNTY all keys to the new facility, and leave a forwarding address for SCOE. COUNTY agrees that its

ownership of the new facility upon surrender shall be subject to any liens held by the State of California or other entities related to the funding for the construction of the new facility.

15. INSPECTION: COUNTY reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

16. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

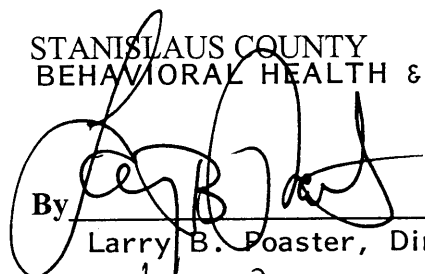
17. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

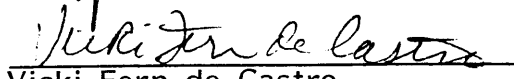
Dated: 10/11/01

Dated: 9/21/01

Dated: 9/13/01

COUNTY: STANISLAUS COUNTY  
BEHAVIORAL HEALTH & RECOVERY SERVICES

By   
Larry B. Poaster, Director

By   
Vicki Fern de Castro  
Deputy County Counsel

SCOE: STANISLAUS COUNTY SUPERINTENDENT  
OF SCHOOLS

By   
Martin Petersen